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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

MARIA GUADALUPE SANCHEZ  
NAVARRO, an individual and on behalf of  
all others similarly situated and aggrieved,

Plaintiff,

v.

PRIME PARTITIONS, INC., a California  
corporation and DOES 1 through 100,  
inclusive,

Defendant.

LEAD CASE NO.: 22STCV32146  
CONSOLIDATED CASE NO.: 22STCV37879

[Assigned to the Hon. Elihu M. Berle, Dept.  
6]

**FIRST AMENDED CLASS AND PAGA  
SETTLEMENT AGREEMENT**

Action Filed: September 30, 2022  
Trial Date: None Set

1 This First Amended Class and PAGA Settlement Agreement (“Agreement”) is made by  
2 and between Plaintiff Maria Guadalupe Sanchez Navarro (“Plaintiff”) and Defendant Prime  
3 Partitions, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as  
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” or “Actions” means Plaintiff’s lawsuit alleging wage and hour violations against  
7 Defendant, captioned *Sanchez Navarro v. Prime Partitions, Inc.*, Case No. 22STCV32146 (the  
8 “Class Action”), initiated on September 30, 2022, and pending in Superior Court of the State of  
9 California, County of Los Angeles, and Plaintiff’s lawsuit alleging civil penalties under the  
10 California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.  
11 (“PAGA”), captioned *Sanchez Navarro v. Prime Partitions, Inc.*, Case No. 22STCV37879 (the  
12 “PAGA Action”), initiated on December 5, 2022, and pending in Superior Court of the State of  
13 California, County of Los Angeles, which was consolidated with the Class Action on October  
14 18, 2023.

15 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have  
16 agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid  
18 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
19 with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
20 Preliminary Approval of the Settlement.

21 1.4. “Class Members” consists of all persons currently or formerly employed by Defendant in  
22 the State of California, either directly or through any subsidiary, staffing agency, or professional  
23 employer organization, as non-exempt, hourly-paid employees during the Class Period.

24 1.5. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
25 P.C.

26 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
27 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
28 expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s 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)).

1.8. “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 PAGA Member).

1.9. “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.

1.10. “Class Notice” means the Court approved NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, 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.

1.11. “Class Period” means the period from September 30, 2018 through August 10, 2024.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

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

1.15. “Defendant” means named Defendant Prime Partitions, Inc.

1.16. “Defense Counsel” means Thomas F. Nowland, Daniel A. Brodnax and Kevin Ngai of Law Offices of Thomas F. Nowland.

1.17. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.21. “Gross Settlement Amount” means \$750,000.00 (Seven Hundred and Fifty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Award, and Administrator’s Expenses.

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

1.23. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel  
2 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
3 paid to Participating Class Members as Individual Class Payments.

4 1.28. “Non-Participating Class Member” means any Class Member who opts out of the  
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.29. “PAGA Pay Period” means any Pay Period during which an PAGA Member worked for  
7 Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as  
8 applicable), and termination dates (as applicable).

9 1.30. “PAGA Period” means the period from October 1, 2021 through August 10, 2024.

10 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.32. “Aggrieved Employees” means all persons currently or formerly employed by Defendant  
12 in the State of California, either directly or through any subsidiary, staffing agency, or  
13 professional employer organization, as non-exempt, hourly-paid employees during the PAGA  
14 Period.

15 1.33. “PAGA Notice” means Plaintiff’s September 30, 2022, letter to Defendant and the LWDA,  
16 providing notice pursuant to Labor Code section 2699.3 subd. (a).

17 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
18 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the 75%  
19 to the LWDA (\$30,000.00) in settlement of PAGA claims.

20 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
21 timely Request for Exclusion from the Settlement.

22 1.36. “Plaintiff” means Maria Guadalupe Sanchez Navarro, the named Plaintiff in the Action.

23 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
24 Settlement.

25 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval  
26 and Approval of PAGA Settlement.

27 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
28 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “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.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail the administrator regarding challenges to the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice, or (c) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

## **2. RECITALS**

2.1. On September 30, 2022, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt request, of Defendant’s violation of various provisions of the Labor Code, to the LWDA as well as by certified mail, with return receipt requested to Defendant.

2.2. Also September 30, 2022, Plaintiff commenced the Class Action by filing a Complaint alleging causes of actions against Defendant for: failure to pay overtime and minimum wages; failure to provide meal periods, rest periods, or compensation in lieu thereof; failure to pay due

wages at termination; wage statement violations; failure to timely pay wages during employment; failure to pay vested vacation at final rate of pay; and unfair competition.

2.3. On December 5, 2022, Plaintiff filed the PAGA Action, Case No. 22STCV37879, which, on October 18, 2023, was consolidated with the Class Action and assigned under the Honorable Elihu Berle of Department 6 of the Superior Court of the State of California, for the County of Los Angeles. The Class Action and PAGA Action are hereinafter referred to as the “Action” or “Actions.”

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for Class Members through the date of mediation; (b) employee handbooks, including Defendant’s policies in effect during the Class Period; (c) the number of Class Members through the date of mediation; and (d) documents pertaining to Plaintiff available to Defendant.

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On June 11, 2024, the Parties participated in an all-day mediation presided over by Lou Marlin, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters, which led to this Agreement to settle the Action.

2.8. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Defendant desires to settle all actual and/or potential claims fully and finally by the Class and aggrieved employees.

2.9. The Court has not granted class certification.

2.10. 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.

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1                   **3.       MONETARY TERMS**

2   3.1.   Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,  
3   Defendant promises to pay \$750,000.00 as the Gross Settlement Amount, unless increased  
4   pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll  
5   taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation  
6   to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in  
7   Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement  
8   Amount without asking or requiring Participating Class Members or Aggrieved Employees to  
9   submit any claim as a condition of payment. None of the Gross Settlement Amount will revert  
10   to Defendant.

11   3.2.   Payments from the Gross Settlement Amount. The Administrator will make and deduct  
12   the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
13   in the Final Approval:

14       3.2.1.   To Plaintiff: Class Representative Service Award to Plaintiff Maria Guadalupe  
15       Sanchez Navarro in the amount of \$7,500.00, in addition to any Individual Class  
16       Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a  
17       Participating Class Member. Defendant will not oppose Plaintiff's request for a Class  
18       Representative Service Award that does not exceed this amount. As part of the motion  
19       for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will  
20       seek Court approval for any Class Representative Service Award prior to the Final  
21       Approval Hearing. If the Court approves a Class Representative Service Award less  
22       than the amount requested, the Administrator will retain the remainder in the Net  
23       Settlement Amount. The Administrator will pay the Class Representative Service  
24       Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for  
25       employee taxes owed on the Class Representative Service Award.

26       3.2.2.   To Class Counsel: A Class Counsel Fees Payment of not more than one-third  
27       (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph  
28       8.1 of this Agreement, is currently estimated to be \$250,000.00 and a Class Counsel

1           Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose  
2           requests for these payments provided that do not exceed these amounts. Plaintiff and/or  
3           Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class  
4           Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves  
5           a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment  
6           less than the amounts requested, the Administrator will allocate the remainder to the  
7           Net Settlement Amount. Released Parties shall have no liability to Class Counsel or  
8           any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel  
9           Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator  
10          will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using  
11          one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for  
12          taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation  
13          Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from  
14          any dispute or controversy regarding any division or sharing of any of these Payments.  
15          There will be no additional charge of any kind to either the Settlement Class Members  
16          or request for additional consideration from Defendant for such work unless, Defendant  
17          materially breaches this Agreement, including any term regarding funding, and further  
18          efforts are necessary from Class Counsel to remedy said breach, including, without  
19          limitation, moving the Court to enforce the Agreement. Should the Court approve  
20          attorneys' fees and/or litigation costs and expenses in amounts that are less than the  
21          amounts provided for herein, then the unapproved portion(s) shall be a part of the Net  
22          Settlement Amount.

23        3.2.3.   To the Administrator: An Administrator Expenses Payment not to exceed  
24               \$5,950.00 except for a showing of good cause and as approved by the Court. To the  
25               extent the Administration Expenses are less or the Court approves payment less than  
26               \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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1       3.2.4.    To Each Participating Class Member: An Individual Class Payment calculated  
2           by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
3           by all Participating Class Members during the Class Period and (b) multiplying the  
4           result by each Participating Class Member's Workweeks.

5           3.2.4.1.    Tax Allocation of Individual Class Payments. 20% of each Participating  
6                       Class Member's Individual Class Payment will be allocated to settlement of  
7                       wage claims (the "Wage Portion"). The Wage Portions are subject to tax  
8                       withholding and will be reported on an IRS W-2 Form. 80% of each  
9                       Participating Class Member's Individual Class Payment will be allocated to  
10                      settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
11                      Non-Wage Portions are not subject to wage withholdings and will be reported  
12                      on IRS 1099 Forms. Participating Class Members assume full responsibility  
13                      and liability for any employee taxes owed on their Individual Class Payment.

14          3.2.4.2.    Effect of Non-Participating Class Members on Calculation of Individual  
15                       Class Payments. Non-Participating Class Members will not receive any  
16                       Individual Class Payments. The Administrator will retain amounts equal to  
17                       their Individual Class Payments in the Net Settlement Amount for distribution  
18                       to Participating Class Members on a pro rata basis.

19       3.2.5.    To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
20           \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00)  
21           allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the  
22           Individual PAGA Payments.

23          3.2.5.1.    The Administrator will calculate each Individual PAGA Payment by (a)  
24                       dividing the amount of the Aggrieved Employees' 25% share of PAGA  
25                       Penalties \$10,000.00 by the total number of PAGA Period Pay Periods worked  
26                       by all Aggrieved Employees during the PAGA Period and (b) multiplying the  
27                       result by each PAGA Member's PAGA Period Pay Periods. Aggrieved  
28

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 PAGA Member Pay Periods. Based on a review of its records to date, Defendant estimates there are 77 Class Members who collectively worked a total of 9,074 Workweeks, and 41 Aggrieved Employees who worked a total of 4,159 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will 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. Defendant has 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 Defendant 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. Not later than thirty (30) days after the Court grants Final Approval of the Settlement, Defendant shall make payment of the Gross Settlement Amount (as the same may be increased pursuant to Paragraph 8.1 of this Agreement) and Employer Taxes to the Settlement Administrator in a single payment.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks representing all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

1 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
2 Payment, and the Class Representative Service Award.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
4 Individual PAGA Payments and send them to the Class Members via First Class U.S.  
5 Mail, postage prepaid as explained herein. The face of each check shall prominently  
6 state the date (not less than 180 days after the date of mailing) when the check will be  
7 voided. The Administrator will cancel all checks not cashed by the void date. The  
8 Administrator will send checks for Individual Settlement Payments to all Participating  
9 Class Members (including those for whom Class Notice was returned undelivered). The  
10 Administrator will send checks for Individual PAGA Payments to all Aggrieved  
11 Employees including Non-Participating Class Members who qualify as Aggrieved  
12 Employees (including those for whom Class Notice was returned undelivered). The  
13 Administrator may send Participating Class Members a single check in each  
14 distribution, combining the Individual Class Payment and the Individual PAGA  
15 Payment. Before mailing any checks, the Settlement Administrator must update the  
16 recipients' mailing addresses using the National Change of Address Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all other  
18 Class Members whose checks are returned undelivered without USPS forwarding  
19 address. Within 7 days of receiving a returned check the Administrator must re-mail  
20 checks to the USPS forwarding address provided or to an address ascertained through  
21 the Class Member Address Search. The Administrator need not take further steps to  
22 deliver checks to Class Members whose re-mailed checks are returned as undelivered.  
23 The Administrator shall promptly send a replacement check to any Class Member whose  
24 original check was lost or misplaced, requested by the Class Member prior to the void  
25 date.

26 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
27 PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
28 shall transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund, in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

## **5. RELEASE OF CLAIMS**

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff’s PAGA Notice. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release only, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release of Class Claims: For the duration of the Class Period, 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 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) all claims for failure to pay wages during employment; (8) all claims for failure to pay vested vacation time at final rate of pay; and (9) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Operative Complaint.

5.3. Except as set forth in 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 of PAGA Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice as they relate to the Aggrieved Employees, 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, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 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.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and to 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 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
2 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary  
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the  
4 Administrator.

5 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
8 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by  
11 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
12 Court's concerns.

## 13 7. SETTLEMENT ADMINISTRATION

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

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

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
24 the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section  
25 468B-1.

### 26 7.4. Notice to Class Members

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
28 Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, Aggrieved Employees, 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 Administrator shall update Class Members’ addresses using the National Change of Address database.

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

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

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

1 other Class Members, and the Administrator will send, via email or overnight delivery,  
2 a Class Notice requiring them to exercise options under this Agreement not later than  
3 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which  
4 ever are later.

5 **7.5. Requests for Exclusion (Opt-Outs).**

6 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
7 Settlement must send the Administrator, by mail, a signed written Request for Exclusion  
8 not later than 45 days after the Administrator mails the Class Notice (plus an additional  
9 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion  
10 is a letter from a Class Member or his/her representative, signed by the Class Member,  
11 that reasonably communicates the Class Member's election to be excluded from the  
12 Settlement, clearly states the case name and case number, and includes the Class  
13 Member's name, the last four digits of the Class Member's Social Security Number,  
14 address, and email address or telephone number. To be valid, a Request for Exclusion  
15 must be timely postmarked by the Response Deadline.

16 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
17 fails to contain all the information specified in the Class Notice. The Administrator shall  
18 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain  
19 the identity of the person as a Class Member and the Class Member's desire to be  
20 excluded. The Administrator's determination shall be final and not appealable or  
21 otherwise susceptible to challenge. If the Administrator has reason to question the  
22 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
23 of the Class Member's identity. The Administrator's determination of authenticity shall  
24 be final and not appealable or otherwise susceptible to challenge.

25 7.5.3. Every Class Member who does not submit a timely and valid Request for  
26 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled  
27 to all benefits and bound by all terms and conditions of the Settlement, including the  
28 Participating Class Members' Releases under Paragraph 5.2 of this Agreement,

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

3 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
4 Non-Participating Class Member and shall not receive an Individual Class Payment or  
5 have the right to object to the class action components of the Settlement. Because future  
6 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
7 Participating Class Members who are Aggrieved Employees are deemed to release the  
8 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual  
9 PAGA Payment.

10 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
11 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
12 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods  
13 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge  
14 the allocation by communicating with the Administrator via mail. The Administrator must  
15 encourage the challenging Class Member to submit supporting documentation. In the absence  
16 of any contrary documentation, the Administrator is entitled to presume that the Workweeks  
17 contained in the Class Notice are correct so long as they are consistent with the Class Data. The  
18 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay  
19 Periods shall be final and not appealable or otherwise susceptible to challenge. The  
20 Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
21 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
22 the challenges.

23 7.7. Objections to Settlement

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

28 ///

1 7.7.2. Participating Class Members may send written objections to the Administrator by  
2 mail. The Participating Class Member's written objection should clearly state the case  
3 name and case number, and include the objector's name, the last four digits of their  
4 Social Security Number, address, email address or telephone number, and a statement  
5 of whether the objector plans to appear at the Final Approval Hearing, along with  
6 whatever legal authority, if any, the objector asserts in support of their objection. In the  
7 alternative, Participating Class Members may appear in Court (or hire an attorney to  
8 appear in Court) to present verbal objections at the Final Approval Hearing. A  
9 Participating Class Member who elects to send a written objection to the Administrator  
10 must do so not later than 45 days after the Administrator's mailing of the Class Notice  
11 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
13 components of the Settlement.

14 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain  
17 and use an internet website to post information of interest to Class Members including  
18 the date, time and location for the Final Approval Hearing and copies of the Settlement  
19 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
20 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,  
21 Class Counsel Litigation Expenses Payment and Class Representative Service Award,  
22 the Final Approval and the Judgment. The Administrator will also maintain and monitor  
23 an email address and a toll-free telephone number to receive Class Member calls and  
24 emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
27 Not later than 5 days after the expiration of the deadline for submitting Requests for  
28 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel

1 containing (a) the names and other identifying information of Class Members who have  
2 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
3 other identifying information of Class Members who have submitted invalid Requests  
4 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted  
5 (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
7 reports to Class Counsel and Defense Counsel that, among other things, tally the number  
8 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
9 Exclusion (whether valid or invalid) received, objections received, challenges to  
10 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
11 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
12 Weekly Reports must include the Administrator’s assessment of the validity of Requests  
13 for Exclusion and attach copies of all Requests for Exclusion and objections received.

14 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
15 address and make final decisions consistent with the terms of this Agreement on all  
16 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
17 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
18 challenge.

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

1       7.8.6.     Final Report by Settlement Administrator. Within 10 days after the Administrator  
2       disburses all funds in the Gross Settlement Amount, the Administrator will provide  
3       Class Counsel and Defense Counsel with a final report detailing its disbursements by  
4       employee identification number only of all payments made under this Agreement. At  
5       least 7 days before any deadline set by the Court, the Administrator will prepare, and  
6       submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
7       Court attesting to its disbursement of all payments required under this Agreement. Class  
8       Counsel is responsible for filing the Administrator's declaration in Court.

9       **8.       CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

10       Based on its records, Defendant estimates that, as of the date of this Settlement  
11       Agreement, (1) there are 77 Class Members and 9,074 Total Workweeks during the Class Period  
12       and (2) there are 41 Aggrieved Employees who worked 4,159 Pay Periods during the PAGA  
13       Period.

14       8.1     Increase in Workweeks. Defendant estimates that there are no more than 9,074  
15       Workweeks worked during the Class Period. In the event the number of Workweeks worked  
16       increases by more than 7%, or more than 635 Workweeks worked, then the Gross Settlement  
17       Amount shall be increased proportionally by the Workweeks worked in excess of 9,709  
18       multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the  
19       Gross Settlement Amount by 9,074. The Parties agree that the Workweek Value amounts to, and  
20       the settlement amounts to, \$82.65 per Workweek (\$750,000.00 / 9,074 Workweeks). Thus, for  
21       example, should there be 9,800 Workweeks in the Class Period, then the Gross Settlement  
22       Amount shall be increased by \$7,521.15 ([9,800 Workweeks – 9,709 Workweeks] x \$82.65 /  
23       Workweek).

24       **9.       MOTION FOR FINAL APPROVAL**

25       Prior to the Final Approval Hearing, Plaintiff will file in Court a motion for final approval  
26       of the Settlement that includes a request for approval of the PAGA settlement under Labor Code  
27       section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively  
28       “Motion for Final Approval”). Plaintiff shall endeavor to provide these documents to Defense

Counsel 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 or 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), 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 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or 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, (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

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
2 the amount of the Net Settlement Amount.

3 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
5 modification of this Agreement (including, but not limited to, the scope of release to be granted  
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
10 the Court's award of the Class Representative Service Award or any payments to Class Counsel  
11 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
12 as long as the Gross Settlement Amount remains unchanged.

### 13 **10. AMENDED JUDGMENT**

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

### 16 **11. ADDITIONAL PROVISIONS**

17 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
18 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
19 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
20 any of the allegations in the Operative Complaint have merit or that Defendant has any liability  
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that  
22 Defendant's defenses in the Action have merit. The Parties agree that class certification and  
23 representative treatment is for purposes of this Settlement only. If, for any reason the Court does  
24 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to  
25 contest certification of any class for any reasons, and Defendant reserves all available defenses  
26 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any  
27 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and  
28 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in

1 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement  
2 and this Agreement).

3 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
7 or indirectly, specifically or generally, to any person, corporation, association, government  
8 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
9 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
10 extent necessary to report income to appropriate taxing authorities; (4) in response to a court  
11 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
12 government agency. Each Party agrees to immediately notify each other Party of any judicial or  
13 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant  
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
15 other communication, before the filing of the Motion for Preliminary Approval, any with third  
16 party regarding this Agreement or the matters giving rise to this Agreement except to respond  
17 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class  
18 Counsel's communications with Class Members in accordance with Class Counsel's ethical  
19 obligations owed to Class Members.

20 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
23 ability to communicate with Class Members in accordance with Class Counsel's ethical  
24 obligations owed to Class Members.

25 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
26 together with its attached exhibits shall constitute the entire agreement between the Parties  
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
28 inducements made to or by any Party.

1 11.5. Attorney Authorization. Plaintiff and Defendant separately warrant and represent that  
2 they authorize Class Counsel and Defense Counsel, respectively, to take all appropriate action  
3 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
4 terms, and to execute any other documents reasonably required to effectuate the terms of this  
5 Agreement including any amendments to this Agreement.

6 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
8 Settlement Agreement, submitting supplemental evidence and supplementing points and  
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
10 or content of any document necessary to implement the Settlement, or on any modification of the  
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
12 assistance of a mediator and/or the Court for resolution.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
16 action, or right released and discharged by the Party in this Settlement.

17 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
20 Part 10, as amended) or otherwise.

21 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed by all Parties or their  
23 representatives, and approved by the Court.

24 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
25 the benefit of, the successors of each of the Parties.

26 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
27 governed by and interpreted according to the internal laws of the State of California, without  
28 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
2 this Agreement. This Agreement will not be construed against any Party on the basis that the  
3 Party was the drafter or participated in the drafting.

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
5 during Action and in this Agreement relating to the confidentiality of information shall survive  
6 the execution of this Agreement.

7 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code  
8 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant  
9 in connection with the mediation, other settlement negotiations, or in connection with the  
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not  
11 be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
16 weekend or federal legal holiday, such date or deadline shall be on the first business day  
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
19 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall  
20 be accepted as an original. All executed counterparts and each of them will be deemed to be one  
21 and the same instrument if counsel for the Parties will exchange between themselves signed  
22 counterparts. Any executed counterpart will be admissible in evidence to prove the existence  
23 and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend  
27 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
28 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 Defendant's 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.

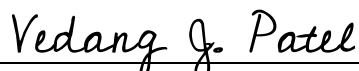
**IT IS SO AGREED:**

  
Maria Sanchez N (Jun 3, 2025 15:49 PDT)

Plaintiff, Maria Guadalupe Sanchez Navarro

For Defendant, Prime Partitions, Inc.

**AGREED AS TO FORM ONLY:**

  
David D. Bibiyan  
Vedang J. Patel  
Counsel for Plaintiff

Thomas F. Nowland  
Daniel A. Brodnax  
Kevin Ngai  
Counsel for Defendant

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 Defendant's 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.

**IT IS SO AGREED:**

\_\_\_\_\_  
Plaintiff, Maria Guadalupe Sanchez Navarro

\_\_\_\_\_  
For Defendant, Prime Partitions, Inc.

**AGREED AS TO FORM ONLY:**

\_\_\_\_\_  
David D. Bibiyan  
Vedang J. Patel  
Counsel for Plaintiff

\_\_\_\_\_  
Thomas F. Nowland  
Daniel A. Brodnax  
Kevin Ngai  
Counsel for Defendant

6/2/25