

JOINT STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Araceli Herrera, Plaintiff Loretta Urbina, Plaintiff Brittany Towns (collectively, “Plaintiffs”) and Defendant Behavioral Systems Southwest, Inc. (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as the “Parties”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as private attorneys general under the Private Attorneys General Act, California Labor Code section 2698 (as provided herein), Aggrieved Employees (as defined herein), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On January 28, 2022, Plaintiff Araceli Herrera commenced a putative class action lawsuit against Defendant Behavioral Systems Southwest, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since January 28, 2018.
2. On September 27, 2022, Plaintiff Brittany Towns provided written notice by certified mail (“PAGA Letter”) to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Plaintiff asserted Defendant violated.
3. On June 7, 2023, Plaintiff Brittany Towns commenced a putative class action and Private Attorneys General Act (“PAGA”) lawsuit against Defendant Behavioral Systems Southwest, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since June 7, 2019.
4. On September 15, 2023, Plaintiff Loretta Urbina provided written notice by certified mail (“PAGA Letter”) to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Plaintiff asserted Defendant violated.
5. On November 22, 2023, Plaintiff Loretta Urbina commenced a representative Private Attorneys General Act (“PAGA”) lawsuit against Defendant Behavioral Systems

Southwest, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since November 21, 2022.

6. On December 13, 2024, Plaintiff Araceli Herrera filed an amended complaint to consolidate the claims from her case and the parties and claims asserted by Plaintiff Loretta Urbina in her case *Loretta Urbina v. Behavioral Systems Southwest, Inc.*, filed in Orange County Superior Court as Case No. 30-2023-01363041-CU-OE-CXC and Plaintiff Brittany Towns in her case *Brittany Towns v. Behavioral Systems Southwest, Inc.*, filed in Los Angeles Superior Court as Case No. 23STCV13079.
7. The Parties exchanged documents and information before mediating this action. After reviewing documents regarding Defendant's wage-and-hour policies and practices, and analyzing Defendant's time and pay records, Class Counsel was able to evaluate the risks of continued litigation and prepared damages models/analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
8. On March 22, 2024, the Parties participated in a private mediation with Todd A. Smith. With the aid of the mediator's evaluations, Parties ultimately agreed to a settlement, the material terms of which are encompassed within this Settlement Agreement.
9. Plaintiffs and their counsel believe this Litigation is meritorious based on applicable law or an extension thereof. Based on investigation and evaluation, Class Counsel believes the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.
10. Defendant has also actively investigated the facts surrounding the claims brought by Plaintiffs on behalf of the putative class, and actively and aggressively defended themselves from said claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged. Defendant further asserts that it has complied with all applicable provisions of California statutory and common law and has a good faith belief based on existing law that its practices were, and are, in compliance.
11. The entry of Final Approval Order and Judgment in this Litigation shall, as more

specifically discussed herein, resolve all claims which were or reasonably could have been alleged in each of the Operative Complaints filed in the Litigation, with the exception of any claims which might be retained by the respective Settlement Class Members who exclude themselves from the Settlement. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

12. Each of the forgoing Recitals is incorporated into this Agreement as if fully set forth in the body of the Agreement.

DEFINITIONS

1. "Aggrieved Employees" means Plaintiffs and all Settlement Class Members who were employed by Defendant Behavioral Systems Southwest, Inc. in California as a non-exempt employee at any time during the PAGA Period.
2. "Agreement" means this Settlement Agreement.
3. "Attorneys' Fees and Costs" means the amount of attorneys' fees and reimbursement of litigation costs and expenses to be requested by Class Counsel subject to Court approval in accordance with Subsection 5.1.3 of this agreement.
4. "Class" or "Settlement Class" or "Settlement Class Members" means all persons currently or formerly employed by Defendant at any time during the Settlement Class Release Period as an hourly-paid or non-exempt employee in California.
5. "Class Counsel" means Arby Aiwazian, Edwin Aiwazian, Joana Ghosh, and Travis J. Maher of Lawyers *for* Justice, PC and Roman Otkupman and Nidah Farishta of Otkupman Law Firm, who, subject to Court approval, shall act as counsel for the Settlement Class.
6. "Class Representatives" means Plaintiffs Araceli Herrera, Loretta Urbina, and Brittany Towns, who shall be the representatives of the Settlement Class.
7. "Court" means Orange County Superior Court and any appellate court which may review any orders entered into by the trial court related to this Settlement.
8. "Defendant" means Behavioral Systems Southwest, Inc.
9. "Effective Date" or "Settlement Effective Date" as used herein means the first day following the last of the following occurrences:

- a. If there is no objection to the Settlement by a Settlement Class Member, 30 days after the date of entry of Final Order and Judgment approving the Settlement;
 - b. If a Settlement Class Member files an objection to the Settlement, the date and time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Approval Order and Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought; or
 - c. If a Settlement Class Member (other than Plaintiffs) files an appeal or requests other judicial review:
 - i. the date the Final Approval Order and Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or
 - ii. the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or
 - iii. if remanded to the Court or to a lower appellate court following appeal or other review, the date the Final Approval Order and Judgment is entered by the Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Approval Order and Judgment has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Subsection shall apply.
10. "Final Approval Order and Judgment" refers to the Final Approval Order and Judgment entered by the Court.
11. "Total Settlement Amount" or "TSA" means the Nine Hundred Seventy-Five Thousand Dollars (\$975,000) Defendant agrees to pay in consideration for and in relation to the terms, conditions, and releases set forth herein, which is inclusive of all amounts to be paid to Settlement Class Members, the PAGA Penalty Amount, attorney's fees, costs, enhancement awards, and settlement administration costs. Defendant's share of employer payroll taxes shall be paid in addition to the TSA.

12. "Individual PAGA Share" means the *pro rata* share of the PAGA Employee Amount that an Aggrieved Employee may be eligible to receive under the Settlement, which will be allocated as 100% interest and penalties.
13. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Settlement Class Member may be eligible to receive under the Settlement, which will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest.
14. "Litigation" means the matter of *Herrera v. Behavioral Systems Southwest, Inc.* originally filed in Orange County Superior Court Case No. 30-2022-01243365-CU-OE-CXC; the matter of *Urbina v. Behavioral Systems Southwest, Inc.* originally filed in Orange County Superior Court Case No. 30-2023-01363041-CU-OE-CXC.; and the matter of *Towns v. Behavioral Systems Southwest, Inc.* originally filed in Los Angeles County Superior Court Case No. 23STCV13079.
15. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Amount to the Labor and Workforce Development Agency ("LWDA").
16. "Mediator" means Todd Smith, esq. Any post-mediation disputes will be submitted exclusively to the Mediator for resolution.
17. "Net Settlement Amount" means the amount calculated after deducting all court-awarded attorneys' fees, costs, enhancement awards, PAGA Penalty Amount, and settlement administration costs from the Total Settlement Amount.
18. "Notice" means a document substantially in the form of the Notice of Class Action Settlement attached hereto as Exhibit 1 which has been agreed to by the Parties and subject to Court approval and which the Settlement Administrator will mail to each Settlement Class Member.
19. "Operative Complaints" means each of the operative complaints filed in each of the three actions making up the Litigation.
20. "PAGA Employee Amount" means the twenty-five (25%) portion of the PAGA Amount to be distributed to Aggrieved Employees on a *pro rata* basis.
21. "PAGA Group" or "PAGA Group Members" means all persons currently or formerly employed by Defendant at any time during the PAGA Group Release Period as an hourly-paid or non-exempt employee in California.

22. "PAGA Group Release Period" means the period from September 27, 2021 through June 20, 2024.
23. "PAGA Penalty Amount" means the One Hundred Thousand Dollars (\$100,000) allocated to resolve the PAGA claims of Plaintiffs and the PAGA Group. Seventy-Five Percent (75%) of the PAGA Penalty Amount will be payable to the LWDA and the remaining Twenty-Five Percent (25%) will be payable to the PAGA Group Members.
24. "Participating Class Member" means any Settlement Class Member who does not opt out of the Settlement.
25. "Parties" means Plaintiffs and Defendant.
26. "Plaintiffs" mean Plaintiff Araceli Herrera, Plaintiff Loretta Urbina, and Plaintiff Brittany Towns. Plaintiffs will seek to be designated as Class Representatives of the Settlement Class.
27. "Released Class Claims" means all claims, including without limitation those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that arose during the period from January 28, 2018 to June 20, 2024, and that (a) were expressly pleaded in the Litigation; or (b) are for violation of California Labor Code Sections 201, 202, 203, 204, 204(a)(b), 210, 218, 226, 226(a), 226(e), 226.7, 510, 512, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 6400, 6401, 6403, 6404, 6407, for violation of 8 CCR 3202, for violation of IWC Wage Orders including inter alia Wage Orders 4-2001, and 17-2001, and for violation of California's unfair competition law under Business and Professions Code Sec. 17200; or (c) were or could have been asserted based on any of the facts pleaded in any of the complaints in the Litigation and/or that were ascertained in the course of the Litigation, including, without limitation, claims for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to provide rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate and itemized wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and failure to provide a place of employment that is safe and healthful.
28. "Released PAGA Claims" means all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") that arose during the period from September

27, 2021 through June 20, 2024, and that arose out of (a) the claims expressly pleaded in the Action; or (b) any violation of California Labor Code Sections 201, 202, 203, 204, 204(a)(b), 210, 218, 226, 226(a), 226(e), 226.7, 510, 512, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 6400, 6401, 6403, 6404, 6407, for violation of 8 CCR 3202, of IWC Wage Orders including inter alia Wage Orders 4-2001, and 17-2001, and of California's unfair competition law under Business and Professions Code Sec. 17200; or (c) that were or that could have been asserted based on any of the facts pleaded in any of the complaints in the Litigation and/or that were ascertained in the course of the Litigation, including, without limitation, claims for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to provide rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate and itemized wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and failure to provide a place of employment that is safe and healthful.

29. "Released Parties" means Defendant Behavioral Systems Southwest, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Group Members as well as each of the foregoing entities' officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.
30. "Response Deadline" means the sixty (60) calendar days after the Settlement Administrator initially mails the Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may dispute the Class Settlement. Settlement Class Members who receive re-mailed Notice packets will have fifteen (15) additional days to dispute (i.e., seventy-five (75) calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial sixty (60) day Response.
31. "Settlement" means the compromise and settlement of the Litigation pursuant to the terms set forth in this Agreement.

32. "Settlement Administration Costs" means the reasonable costs and expenses of administration of the Settlement to be paid from the Gross Settlement Amount.
33. "Settlement Administrator" means ILYM Group, Inc., the company mutually agreed to by the Parties. The Settlement Administrator will calculate the Workweeks worked by the Settlement Class Members during the Settlement Class Period in California, the amount to be paid *pro rata* per Workweek, and the individual settlement awards to eligible Class Members. The Settlement Administrator will use a similar formula for the calculation of payments to PAGA Members based on the number of pay periods worked.
34. "Settlement Class Release Period" means the period from January 28, 2018 through June 20, 2024.
35. "Workweeks" means the number of workweeks a Settlement Class Member worked while actively employed by Defendant during the Settlement Class Period. Workweeks will be calculated by the Settlement Administrator by determining the number of weeks between each Participating Class Member's start and end dates of employment during the Settlement Class Period (less any workweeks that the employee did not work) and dividing by 7. Each Settlement Class Member shall be credited with at least one (1) Workweek.

CLASS CERTIFICATION

1. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.
2. The Parties agree that certification of the Class for the purpose of the Settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure, or for any other purpose. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to certification of the Class as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in the Action in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

3. Funding and Disbursement of the Total Settlement Amount.

a. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement.

b. Within thirty (30) calendar days of the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into a settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to Aggrieved Employees; (c) LWDA Payment to the Labor and Workforce Development Agency; (d) Enhancement Payment to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

4. Attorneys' Fees and Costs. Plaintiffs will request and Defendant will not oppose attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$341,250.00) ("Attorneys' Fees") and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Attorneys' Costs"), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Attorneys' Fees to Class Counsel in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees will not be paid by Defendant.

5. Enhancement Payment. In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payment in the amount of up to Twelve-Thousand Five Hundred Dollars (\$12,500.00) to each Class Representative. The Enhancement Payments, which will be paid to the Class

Representatives from the Total Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Payment to Plaintiffs in amount(s) that are less than that set forth above, the difference between the lesser amount approved by the Court and the amount(s) allocated toward the Enhancement Payments will not be paid by Defendant.

6. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Notice Packets from English to Spanish, printing, distributing, and tracking Notice Packets and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Settlement Class Members.

7. PAGA Allocation. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Allocation), of which seventy-five percent (75%), or \$75,000.00, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000.00, will be distributed to

Aggrieved Employees (i.e., the Employee PAGA Amount) on a *pro rata* basis based on their Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

8. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

9. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Employee PAGA Amount based on the Aggrieved Employees' Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide the Employee PAGA Amount by all Aggrieved Employees' Workweeks during the PAGA Period to yield the "PAGA Workweek Value," and multiply each Aggrieved Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she will receive under the PAGA Settlement.

10. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under the Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or Aggrieved Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

11. Delivery of the Class Data and List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

12. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class Data and List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Notice Packet in English and Spanish (in the forms attached hereto as **Exhibit A**.) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Notice Packets that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Notice Packet within five (5) calendar days.

13. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a Dispute Form or written letter to the Settlement Administrator (“Credited Workweeks Dispute”) that: (a) states the case name and number of the Action; (b) is signed by the Class Member; (c) states the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member; (d) states that the Class Member disputes the number of Workweeks that has been credited to him or her and what he or she contends is the correct number that should be credited to him or her; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her is correct; and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant’s records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant’s records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or

documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of the fact that a Class Member has made a dispute and advise them of the outcome.

14. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the Aggrieved Employees in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of the Settlement Class Member and/or Aggrieved Employee and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, which are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement. Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

15. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class

Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. However, all Aggrieved Employees will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

16. Class Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the release of Released Class Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

17. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection to the Class Settlement, orally at the Final Approval Hearing.

18. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a Credited Workweeks Dispute; (b) the number of Class Members who have submitted Requests for Exclusion or Notices of Objection; and (c) the number of undeliverable and re-mailed Notice Packets. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested, and immediately notify Class Counsel and Defendant's Counsel when it receives a request from an individual or any other entity requesting to be included in the Class and/or Settlement.

19. Certification of Completion. Upon completion of administration of the Settlement,

the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

20. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest, penalties, and non-wage damages will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Defendant's employer share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved Employees, and Class Counsel any IRS Form W-2, IRS Form 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement Shares to the appropriate government authorities.

22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under this Settlement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiffs, Settlement Class Members, and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY (AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

25. Release of Claims by Settlement Class Members, the State of California, and Aggrieved Employees.

a. Class Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

b. PAGA Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

26. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, as a condition of receiving any portion of the Enhancement Payment, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims, all Released PAGA Claims, and all claims arising from their employment with Defendant, separation of employment from Defendant, all claims alleged in the Action, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiffs' intentions to settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion and also submit this Settlement Agreement to the Labor and Workforce Development Agency. Class Counsel will provide Defendant's Counsel a draft of the motion at least three (3) calendar days before filing the motion. Defendant agrees not to oppose the motion consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs Araceli Herrera, Loretta Urbina, and Brittany Towns as representatives of the Class;
- d. Preliminarily appointing Lawyers for Justice, PC and Otkupman Law Firm, A Law Corporation as counsel for the Class;
- e. Approving, as to form and content, the mutually agreed upon and proposed Notice Packet, and directing its mailing to the Class by First Class U.S. mail;
- f. Approving the manner and method for Class Members to request exclusion from the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

28. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion at least three (3) calendar days before filing the motion. By way of said motion, Plaintiffs will apply for the entry of the mutually agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certifying the Class for settlement purposes;
- c. Awarding Attorneys' Fees and Costs to Class Counsel;
- d. Awarding Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

29. Escalator Provision. Defendant represented that there are 26,500 workweeks during the period from January 28, 2018 to March 22, 2024. Should the qualifying workweeks worked by the Class Members during the Class Release Period be more than 10% greater than 26,500, then Defendant shall increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (e.g., if the number of workweeks increases by 11% to 29,415 workweeks, the Total Settlement Amount will increase by 1%). For ease of calculation, and to avoid the need to review every time record for every Class Member for the entire Class Release Period, the party making the determination as

to whether the percentage increase exceeds 10% shall calculate workweeks by simply counting the number of weeks between the first date worked by each Class Member during the Class Release Period and the last date worked during that period, i.e., the party making the determination may ignore vacations, leaves of absence, and so on.

30. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

31. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

32. Limitation on Publicity. Plaintiffs and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Motion for Preliminary Approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiffs and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Action on file with the Court and will not publicize the Settlement, including on social media, through a press release, or publishing information on any website. Nothing herein will restrict Class Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Class Counsel's qualifications and experience, nor are the Parties restricted from causing publicly available court documents to be made available online should the Court require it as a part of the notice and approval process for the Settlement. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the Labor and Workforce Development Agency in conformity with PAGA. Neither Plaintiffs nor Class Counsel shall engage in any disparagement of any type related to the Settlement, however, this shall not prohibit Plaintiffs and/or Class Counsel from submitting

information to the Court about assessment of the claims and allegations to support a finding that the Settlement is fair, reasonable, and adequate and should be approved by the Court.

33. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to complete and implement the Settlement, pending the Final Approval Hearing to be conducted by the Court.

34. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

35. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

36. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the Aggrieved Employees, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

37. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

38. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

39. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

40. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

41. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the fullest extent possible consistent with applicable precedents.

42. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or Plaintiffs regarding suitability of class certification or representative adjudication or any alleged violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition

constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

43. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

44. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

45. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

46. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

47. Notices. All notices, demands, and other communications to be provided to counsel for the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Edwin Aiwarzian, Esq.

Joanna Ghosh, Esq.

LAWYERS *for* JUSTICE, PC

450 N Brand Blvd, Suite 900

Glendale, California 91203

To Defendant:

Renee N. Noy, Esq.

George P. Albutt, Esq.

WORKWISE LAW, PC

23945 Calabasas Rd., Suite 200

Calabasas, CA 91302

Roman Otkupman, Esq.

Nidah Farishta, Esq.

OTKUPMAN LAW FIRM

5743 Corsa Ave Suite 123,
Westlake Village, California 91362

48. Posting of Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment online, on its website, within three (3) business days of receipt. No individualized notice to the Class Members will be required.

49. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

50. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ARACELI HERRERA

Dated: 01/21/25, 2025

Electronically Signed 2025-01-22 05:01:03 UTC - 172.58.113.103
Nintex AssureSign® 38905a0f-2bd7-4db8-8110-b26cd1404163

Araceli Herrera, Plaintiff

PLAINTIFF LORETTA URBINA

Dated: 01/21/2025, 2025

Electronically Signed 2025-01-21 19:37:23 UTC - 172.56.120.200
Loretta Urbina
/nintex AssureSign® 34a77849-bba1-4a16-9476-b26cd13fcb80

Loretta Urbina, Plaintiff

PLAINTIFF BRITTANY TOWNS

Dated: _____, 2025

Brittany Towns, Plaintiff

**DEFENDANT BEHAVIORAL SYSTEMS
SOUTHWEST, INC.**

Dated: _____, 2025

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PLAINTIFF LORETTA URBINA

Dated: _____, 2025

Loretta Urbina, Plaintiff

PLAINTIFF BRITTANY TOWNS

01 / 21 / 2025
Dated: _____, 2025



Brittany Towns, Plaintiff

**DEFENDANT BEHAVIORAL SYSTEMS
SOUTHWEST, INC.**

Dated: _____, 2025

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PLAINTIFF LORETTA URBINA

Dated: _____, 2025

Loretta Urbina, Plaintiff

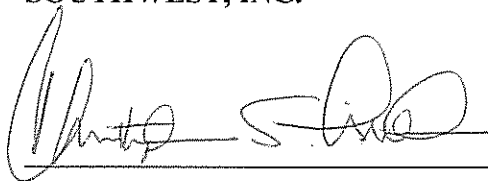
PLAINTIFF BRITTANY TOWNS

Dated: _____, 2025

Brittany Towns, Plaintiff

**DEFENDANT BEHAVIORAL SYSTEMS
SOUTHWEST, INC.**

Dated: January 22nd, 2025

, President

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APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC



Dated: January 22, 2025

Edwin Aiwarzian

Joanna Ghosh

Travis J. Maher

Attorneys for Plaintiffs

Araceli Herrera and Loretta Urbina

OTKUPMAN LAW FIRM

Dated: _____, 2025

Roman Otkupman

Nidah Farishta

Attorneys for Plaintiff Brittany Towns

WORKWISE LAW, PC

Dated: _____, 2025

Renee N. Noy

George P. Albutt

Attorneys for Defendant

Behavioral Systems Southwest, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2025

Edwin Aiwarzian

Joanna Ghosh

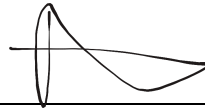
Travis J. Maher

Attorneys for Plaintiffs

Araceli Herrera and Loretta Urbina

OTKUPMAN LAW FIRM

Dated: ^{01 / 21 / 2025}_____, 2025



Roman Otkupman

Nidah Farishta

Attorneys for Plaintiff Brittany Towns

WORKWISE LAW, PC

Dated: ^{2/10/25}_____, 2025



Renee N. Noy

George P. Albutt

Attorneys for Defendant

Behavioral Systems Southwest, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Araceli Herrera et al. v. Behavioral Systems Southwest, Inc.
Orange County Superior Court, Case No. 30-2022-01243365-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Araceli Herrera, Plaintiff Loretta Urbina, and Plaintiff Brittany Towns (collectively, "Plaintiffs") and Defendant Behavioral Systems Southwest, Inc. (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Araceli Herrera et al. v. Behavioral Systems Southwest, Inc.*, Orange County Superior Court, Case No. 30-2022-01243365-CU-OE-CXC ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time from September 27, 2021 through June 20, 2024.

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time from January 28, 2018 to June 20, 2024.

"Class Member" means a member of the Class.

"Class Period" means the time period from January 28, 2018 to June 20, 2024.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"PAGA Period" means the time period from September 27, 2021 through June 20, 2024 (90 days after the date of mediation).

“**PAGA Settlement**” means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On January 28, 2022, Plaintiff Araceli Herrera commenced the Action. On December 13, 2024, Plaintiff Araceli Herrera filed an amended complaint to consolidate the claims from her case and the parties and claims asserted by Plaintiff Loretta Urbina in her case *Loretta Urbina v. Behavioral Systems Southwest, Inc.*, filed in Orange County Superior Court as Case No. 30-2023-01363041-CU-OE-CXC and Plaintiff Brittany Towns in her case *Brittany Towns v. Behavioral Systems Southwest, Inc.*, filed in Los Angeles Superior Court as Case No. 23STCV13079. By way of the Action, Plaintiffs allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, timely pay wages during employment, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant strongly denies all of the allegations in the Action or that they violated any law or failed to pay any wages, contend that they complied with all applicable laws, and have entered the Settlement solely for purposes of resolving this dispute. Defendant further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representative”), and the following Plaintiffs attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
450 N Brand Blvd, Suite 900
Glendale, California 91203

Roman Otkupman
Nidah Farishta
OTKUPMAN LAW FIRM
5743 Corsa Ave Suite 123,
Westlake Village, California 91362
Telephone: (818) 293-5623

If you are a Class Member, you do not need to take any action in order to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

If you are an Aggrieved Employee, you do not need to take any action in order to receive an Individual PAGA Payment; you will be bound to the PAGA Settlement and issued an Individual Settlement Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

You will not be penalized or retaliated against by Defendant for participating in the settlement. If you are currently employed by any of the Defendant, your employment will not be affected in any way.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Seventy-Five Thousand Dollars and Zero Cents (\$975,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the maximum amount allocated under the Settlement for Enhancement Payments, maximum amount allocated under the Settlement for Attorneys’ Fees, Court-approved amount of Attorneys’ Costs, Court-approved amount of Settlement Administration Costs, and Court-approved amount of the PAGA Allocation.

The PAGA Allocation will be distributed 75% (i.e., Seventy-Five Thousand Dollars (\$75,000.00)) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., Twenty-Five Thousand Dollars (\$25,000.00)) will be distributed to Aggrieved Employees on a *pro rata* basis based on their Workweeks during the PAGA Period (“Employee PAGA Amount”).

The Total Settlement Amount may increase if it is determined that the Workweeks for the Class Period exceed 26,500 Workweeks.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked as an hourly-paid or non-exempt employee of Defendant in California during the Class Period, which was calculated by calculating the number of days each Class Member worked at Defendant during the Class Period and dividing by seven (7) (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

All Aggrieved Employees, regardless of whether they submit a Request for Exclusion, will also be issued payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”).

The Settlement Administrator has divided the Employee PAGA Amount by the Aggrieved Employees’ Workweeks during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant's records: You have been credited with [REDACTED] Workweeks during the entire Class Period and [REDACTED] Workweeks during the PAGA Period.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter, as described below, to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Herrera v. Behavioral Systems Southwest, Inc.* Case No. 30-2022-01243365-CU-OE-CXC); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Settlement Class Members who do not submit a valid and timely Request for Exclusion will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means all claims, including without limitation those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that arose during the period from January 28, 2018 to June 20, 2024, and that (a) were expressly pleaded in the Litigation; or (b) are for violation of California Labor Code Sections 201, 202, 203, 204, 204(a)(b), 210, 218, 226, 226(a), 226(e), 226.7, 510, 512, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 6400, 6401, 6403, 6404, 6407, for violation of 8 CCR 3202, for violation of IWC Wage Orders including inter alia Wage Orders 4-2001, and 17-2001, and for violation of California’s unfair competition law under Business and Professions Code Sec. 17200; or (c) were or could have been asserted based on any of the facts pleaded in any of the complaints in the Litigation, including, without limitation, claims for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to provide rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate and itemized wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and failure to provide a place of employment that is safe and healthful.

"Released PAGA Claims" means all claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) that arose during the period from September 27, 2021 through June 20, 2024, and that arose out of (a) the claims expressly pleaded in the Action; or (b) any violation of California Labor Code Sections 201, 202, 203, 204, 204(a)(b), 210, 218, 226, 226(a), 226(e), 226.7, 510, 512, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 6400, 6401, 6403, 6404, 6407, for violation of 8 CCR 3202, of IWC Wage Orders including inter alia Wage Orders 4-2001, and 17-2001, and of California’s unfair competition law under Business and Professions Code Sec. 17200; or (c) that were or that could have been asserted based on any of the facts pleaded in any of the complaints in the Litigation and/or that were ascertained in the course of the Litigation, including, without limitation, claims for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to provide rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate and itemized wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and failure to provide a place of employment that is safe and healthful.

“Released Parties” means Defendant Behavioral Systems Southwest, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of the foregoing entities' officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$341,250.00 if the Total Settlement Amount remains to be \$975,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Attorneys’ Costs”), subject to approval by the Court. All Attorneys’ Fees and Attorneys’ Costs awarded by the Court will be paid from the Total Settlement Amount. Should the Court award Attorneys’ Fees to Class Counsel in an amount that is less than that set forth above, the difference between the lesser amount awarded by the Court and the amount allocated toward Attorneys’ Fees will not

be paid by Defendant. Class Counsel has been prosecuting the Action on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. Enhancement Payment to Plaintiffs

Plaintiffs will seek payments in the amount of up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) each (this payment is referred to as the “Enhancement Payment”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that are to be paid to them under the Settlement. Should the Court award the Enhancement Payments to Plaintiffs in amount(s) that are less than that set forth above, the difference between the lesser amount awarded by the Court and the amount(s) allocated toward the Enhancement Payments will not be paid by Defendant.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed **Twenty Thousand Dollars and Zero Cents (\$20,000.00)** (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued an Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued an Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released PAGA Claims

described in Section III.D above.

You will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request, as described below, or by completing and submitting the enclosed Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Herrera v. Behavioral Systems Southwest, Inc.* Case No. 30-2022-01243365-CU-OE-CXC); (b) be signed by you; (c) state your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement indicating that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement (and the release of Released Class Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

All Aggrieved Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, regardless of whether they submit a Request for Exclusion. All Aggrieved Employees will be issued an Individual PAGA Payment.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Action (*Herrera v. Behavioral Systems Southwest, Inc.* Case No. 30-2022-01243365-CU-OE-CXC); (b) state your full name, signature, address, and telephone number, and last four digits of your Social Security number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in **Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701**, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing. Please note, due to COVID-19, there may be limitations on personal appearances and telephonic appearances are an option. You can find the Court's most current COVID-19 guidelines online at: <https://www.occourts.org/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours.

Please note, due to COVID-19, there may be limitations on physical access to Court facilities and records. You can find the Court's most current COVID-19 guidelines online at: <https://www.occourts.org/>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

