PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Janet Rangel ("Plaintiff") and Defendant Noble Federal Credit Union ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Noble Federal Credit Union, captioned *Janet Rangel, individually and on behalf of all others similarly situated, Plaintiff vs. Noble Federal Credit Union dba Noble Credit Union; and Does 1 through 10, inclusive, Defendants*, Case No. 22CECG02999, initiated on September 21, 2022, and pending in Superior Court of the State of California, County of Fresno.

1.2. "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement. The cost of settlement administration and notice shall come from the Gross Settlement Amount.

1.4. "Court" means the Superior Court of California, County of Fresno.

1.5. "Defendant" means named Defendant Noble Federal Credit Union.

1.6. "Defense Counsel" means Seyfarth Shaw LLP.

1.7. "Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.8. "Employee Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.9. "Gross Settlement Amount" means $370,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel Fees, Plaintiff Counsel Expenses, and the Administrator's Expenses, costs of settlement administration and notice to PAGA Members.

1.10. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.

1.11. "Judgment" means the judgment entered by the Court upon granting approval of the settlement.

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

1.13. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff Counsel Fees Payment, Plaintiff Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The LWDA PAGA Payment will be 75% of the Net Settlement Amount. The remaining 25% of the Net Settlement Amount will be distributed to the PAGA Members as Individual PAGA Payments. The Net Settlement Amount is the maximum amount that shall be available for distribution to and on behalf of PAGA Members for Individual PAGA Payments.

1.15. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.16. "PAGA Members" means all current and former hourly non-exempt employees of Noble Federal Credit Union in California from September 16, 2021 through the date of approval of the settlement by the Court.

1.17. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA 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 PAGA Members.

1.18. "PAGA Notice" means Plaintiff's September 16, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.19. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from September 16, 2021 through the date of approval of the settlement by the Court.

1.21. "Plaintiff" means Janet Rangel, the named plaintiff in the Action.

1.22. "Plaintiff's Counsel" means Moon Law Group, PC.[1]

1.23. "Plaintiff's Counsel Fees Payment" and "Plaintiff's Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.24. "Released PAGA Claims" means the claims being released as described in Paragraph 7.1 below.

1.25. "Released Parties" means: Defendant and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 21, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages pursuant to Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay overtime compensation pursuant to Labor Code §§ 1194 and 1198; (3) failure to provide meal periods pursuant to Labor Code §§ 226.7 and 512; (4) failure to authorize and permit rest breaks pursuant to Labor Code § 226.7; (5) failure to indemnify necessary business expenses pursuant to Labor Code § 2802; (6) failure to timely pay final wages at termination pursuant to Labor Code §§ 201-203; (7) failure to provide accurate itemized wage statements pursuant to Labor Code § 226; and (8) unfair business practices pursuant to Business & Professions Code §§ 17200, *et seq.* On November 22, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint adding an additional claim for penalties under Labor Code § 2699 *et seq.*, the Private Attorneys General Act ("PAGA"), for the causes of action alleged previously. The First Amended Class Action and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the

[1] Formerly Moon & Yang, APC

Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On or about September 16, 2022, Plaintiff sent a PAGA Notice to the LWDA thereby authorizing her to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. Defendant denies the allegations in the PAGA Notice.

2.3. On July 11, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Ross, which led to this Agreement to settle the Action.

2.4. Prior to mediation Plaintiff obtained, through informal discovery, Plaintiff's personnel file, time records, and wage statements, as well as time and pay records for a sample of the employee group, and the total number of employees and relevant pay periods at issue.

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

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay $370,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. <u>To Plaintiff's Counsel</u>: A Plaintiff's Counsel Fees Payment of not more than one third the Gross Settlement Amount, which is currently estimated to be $123,333.33, and a Class Counsel Litigation Expenses Payment of not more than $20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file a motion for Plaintiff's Counsel Fees Payment and Litigation Expenses Payment concurrently with the Motion for Approval of Settlement. The amounts awarded by the Court as to attorneys' fees, costs, and expenses, are not material terms of the settlement and cannot serve as a basis for repudiating the settlement. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion or any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $4,500 except for a showing of good cause and as approved by the Court. The amount awarded by the Court as settlement administration costs is not a material term of the settlement and cannot serve as a basis for repudiating the settlement. To the extent the Administration Expenses are less or the Court approves payment less than $4,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Each Participating PAGA Member: An Individual PAGA Payment calculated by dividing the total number of pay periods worked by each PAGA Member in the PAGA Period by the total number of pay periods worked by all PAGA Members in the PAGA Period, multiplied by the 25% of the Net Settlement Amount allocated to PAGA Members. There will be no claims process and PAGA Members cannot opt out of the Settlement.

3.2.3.1. Tax Treatment of Individual PAGA Payments. The Administrator will issue to the PAGA Members a form 1099 for all amounts attributable to PAGA Payments. PAGA Members shall assume full responsibility and liability for the payment of taxes due on PAGA payments.

3.2.4. To the LWDA: LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

4. **MOTION FOR APPROVAL.** The Parties agree to jointly prepare and file a motion for approval of settlement ("Motion for Approval of Settlement"). This motion shall seek an order to approve the proposed Settlement. This motion shall include the basis for the Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged.

4.1. Notice to the LWDA. Plaintiff's Counsel shall notify the LWDA of the proposed settlement in accordance with the requirements of Labor Code section 2699 *et seq.*

4.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval at least 5 days prior to filing them, including: (i) a draft of the notice, and memorandum in support, of the Motion for Settlement Approval; (ii) a draft proposed Order Granting Settlement Approval; (iii) 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 PAGA Member 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 PAGA Members; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff's Counsel attesting to 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)), and this Agreement (Labor Code section 2699, subd. (l)(2)). In their Declaration, Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff's counsel will incorporate any comments made by Defense Counsel into the documents necessary for obtaining Approval, provided that they are consistent with this Agreement.

4.3. Responsibilities of Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Settlement Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Settlement Approval; and for appearing in Court to advocate in favor of the Motion for Settlement Approval. Plaintiff's Counsel is responsible for delivering the Court's Settlement Approval to the Administrator.

4.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Settlement Approval and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, attempt to resolve the disagreement. If the Court does not grant Settlement Approval or conditions Settlement Approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, attempt to reach an agreement to modify the Agreement and otherwise satisfy the Court's concerns. No Party shall be required to agree to any material change to this Agreement.

4.5. Dismissal of Class Claims. All class claims alleged in the Complaint shall be dismissed without prejudice. Plaintiff's Counsel will file a dismissal of all class claims simultaneously with the Motion for Settlement Approval.

4.6. Entry of Judgment. Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case.

4.6.1. Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement. Defendant retains the right to contest whether any aspect of the Action should be maintained as a class or representative action, or to contest the merits of the claims being asserted by Plaintiff, or class or PAGA Members in the Action.

4.6.2. 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.

4.7. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel 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 any appeal of the Judgment is filed, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

4.8. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns and to obtain Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. No Party shall be required to agree to any material change to this Agreement. An appellate decision to vacate, reverse, or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

5. SETTLEMENT ADMINISTRATION.

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

5.2. Employer Identification Number. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9.

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

5.4. Forms 1099. The administrator will issue to PAGA Members a form 1099 for all amounts paid under this settlement.

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

5.5.1. All Individual PAGA Payments should include a letter, both in English and Spanish, that provides background information of the settlement.

5.5.2. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff's Counsel is responsible for filing the Administrator's declaration in Court.

6. SETTLEMENT FUNDING AND PAYMENTS.

6.1 PAGA Member Pay Periods. Based on a review of its records, Defendant estimates there are 214 PAGA Members who collectively worked a total of 8,387 of PAGA Pay Periods.

6.2 PAGA Member Data. Not later than 45 days after the Court grants Approval of the Settlement, Defendant will deliver the PAGA Member Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted PAGA member identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member 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 PAGA Member Data.

6.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 business days after the Effective Date.

6.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiff's Counsel Fees Payment, and the Plaintiff's Counsel Litigation Expenses Payment. Disbursement of the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

6.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all PAGA Members. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

6.4.2 The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date, provided the check has not been cashed.

6.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released PAGA Claims will remain binding upon the affected PAGA Member.

6.4.4 Payments to PAGA Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C.

section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

7. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Members, and Plaintiff's Counsel will release claims against all Released Parties as follows:

7.1 Release by PAGA Members. PAGA Members, Plaintiff, and the State of California (through Plaintiff as a Private Attorney General) shall release Defendant and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them ("Released Parties"), from all claims for penalties, attorneys' fees and costs under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq*. ("PAGA") during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the letter sent by Plaintiff to the Labor and Workforce Development Agency ("LWDA") irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to pay or properly pay sick pay, failure to pay accrued vacation, failure to reimburse business expenses, failure to furnish accurate wage statements, record keeping violations (including failure to maintain adequate and accurate payroll records), failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, rounding, and failure to properly calculate or pay the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages ("PAGA Claims"). All class claims alleged in the Complaint shall be dismissed without prejudice.

7.2 Plaintiff's Release. In addition to the foregoing release, Plaintiff shall separately execute a general release of all claims (the "Individual Settlement Agreement").

7.3 Prohibition on Subsequent Assertion of Released PAGA Claims. Plaintiff, the State of California and PAGA Members, to the fullest extent allowed by law, are prohibited from asserting a Released PAGA Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on the Released PAGA Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

8. ESTIMATE OF PAGA MEMBERS and ESCALATOR CLAUSE. Based on a review of its records, Defendant estimates there are 214 PAGA Members who collectively worked a total of 8,387 of PAGA Pay Periods.

8.1 Increase in Compensable Pay Periods. Defendant's records shall be determinative for purposes of calculating the number of pay periods during the PAGA Period. If the number of pay periods worked during the PAGA Period increases by more than 10% over the current estimate (i.e., that is, above 9,226 pay periods) by the time the Court grants approval of the settlement, Defendant shall have the option to either cut off the PAGA Period as of the date that there are 9,226 pay periods worked during the PAGA Period or increase the GSA on a proportional basis equal to the percentage increase in the pay periods above the 10% (i.e., if there is a 12% increase in the number of pay periods during the PAGA Period, Defendant has the option to increase the GSA by 2% to cover the entire PAGA Period).

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Class or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Settlement Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and contest the suitability of this case to proceed as a representative action, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Settlement Approval. Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Settlement Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Settlement Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff's Counsel agrees not to identify Defendant in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendant from making any required disclosure or Plaintiff's Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Plaintiff's Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Plaintiff's Counsel from submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

10.3 Confidentiality of Individual Settlement. In addition, Plaintiff and Plaintiff's Counsel will maintain confidentiality of the monetary terms of the Individual Settlement, to be separately entered into between the Parties. This confidentiality provision shall be in effect at all times, both before and following Settlement Approval.

10.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any PAGA Member to appeal from or otherwise oppose the Judgment.

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

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

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

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

10.9 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability in connection with the Settlement or any payment made pursuant to the Settlement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Each PAGA Member agrees to indemnify, and hold harmless Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

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

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

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

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

10.14 Extensions of Time. Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

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

10.16 Use and Return of PAGA Member Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after entry of Judgment, Plaintiff shall destroy, all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Member Counsel for the return, rather than the destructions, of PAGA Member Data.

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

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

10.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Moon Law Group, PC
Kane Moon
Allen Feghali
Hyunjin Kim
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017

To Defendant:

Seyfarth Shaw LLP
Andrew M. Paley
Elizabeth J. MacGregor
2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021

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

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

DATED: September 27, 2023

MOON LAW GROUP, PC

By: ______________________
Kane Moon
Allen Feghali
Hyunjin Kim
Attorneys for Plaintiff Janet C. Rangel

DATED: October 3, 2023

SEYFARTH SHAW LLP

By: ______________________
Andrew M. Paley
Elizabeth J. MacGregor
Attorneys for Defendant

DATED: September 27, 2023

By: DocuSigned by: 5003238359E944D
Janet C. Rangel
Plaintiff

DATED: September 29, 2023

By: Jade Ramirez
Noble Federal Credit Union
Defendant