

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TIKYLA JOHNSON and SALVATORE
QUINTANILLA, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA")

Plaintiffs,

vs.

P&G DISTRIBUTING LLC; PROCTER &
GAMBLE DISTRIBUTING LLC; PROCTER
& GAMBLE COMPANY; and DOES 1
through 50,

Defendants.

Case No.: 37-2022-00051819-CU-OE-CTL
(Consolidated with Riverside County Superior
Court Case No. CVRI2402644 for Settlement
Purposes)

Judge: Hon. Joel R. Wohlfeil

Department: C-73

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Trial Date: None Set
Complaint Filed: May 28, 2021

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”) Settlement and Release (“Settlement” or “Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs Tikyla Johnson and Salvatore Quintanilla (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated and all allegedly aggrieved employees, and Defendants The Procter and Gamble Company and The Procter and Gamble Distributing, LLC (“Defendants”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” or “Actions” means collectively the *Tikyla Johnson and Salvatore Quintanilla v. P&G Distributing, LLC, et al.*, Case No. 37-2022-00051819-CU-OE-CTL (San Diego County Superior Court) action (“*Johnson* action”) and *Salvatore Quintanilla v. The Procter and Gamble Distributing, LLC’s* (Riverside County Superior Court Case No. CVRI2402644) action (“*Quintanilla* action”), which has now been consolidated with *Tikyla Johnson v. The Procter and Gamble Company and The Procter and Gamble Distributing, LLC* (San Diego County Superior Court Case No. 37-2022-00051819-CU-OE-CTL) for settlement purposes only.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, and administering the Settlement. Class Counsel will request attorneys’ fees not in excess of 35% of the Gross Settlement Amount, or Eight Hundred and Ninety Thousand Seven Hundred and Fifty Dollars (\$890,750). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifty-five Thousand Dollars (\$55,000), subject to the Court’s approval. Neither Class Counsel nor any other counsel shall be entitled to any amount of attorneys’ fees or costs separate and apart

1 from the Attorneys' Fees and Costs allowable under this Agreement in connection with this Settlement
2 and the releases contained herein, and any such amount must be paid from the Gross Settlement Amount
3 and cannot increase the overall amount Defendants must pay. Defendants have agreed not to oppose Class
4 Counsel's request for fees and reimbursement of costs as set forth above. In the event the Court awards
5 any different or further Attorneys' Fees and/or Costs to Class Counsel or any other counsel as a result of
6 this Settlement or the claims released by this Settlement, such amounts must be paid from the Gross
7 Settlement Amount and cannot increase the overall amount Defendants must pay. Any amounts of
8 Attorneys' Fees and Costs not approved by the Court shall go into the Net Settlement Fund and be
9 distributed with the Individual Settlement Payments to Participating Class Members.

10 3. "Class Counsel" means Mashiri Law Firm, APC, The Jami Law Firm, P.C., and Koul
11 Law Firm, APC.

12 4. "Class List" means a complete confidential list of all Class Members that Defendants will
13 diligently and in good faith compile from their records and provide to the Settlement Administrator within
14 twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted
15 in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address;
16 Social Security number; dates of employment; the respective number of Workweeks that each Class
17 Member worked during the Class Period; the respective number of pay periods during which each PAGA
18 Member worked during the PAGA Period; and any other relevant information needed to calculate
19 settlement payments. The Settlement Administrator shall safeguard this confidential settlement Class List
20 and use it only for purposes of administering this Settlement Agreement in accordance with this
21 Agreement and the Court's orders. Because the confidential Class List contains private information
22 regarding Class Members, the Settlement Administrator shall not disclose the settlement Class List to
23 anyone without Defendants' express written permission or as otherwise ordered by the Court.

24 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
25 Defendants in the State of California and classified as non-exempt at any time during the Class Period.

26 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
27 attached as Exhibit A.
28

7. “Class Period” means the period from May 30, 2022, through the earlier of the date of Preliminary Approval or April 11, 2025 (*i.e.*, 60 days from the date of the Parties’ mediation), whichever comes first.

8. “Class Representative Enhancement Payments” or “Service Awards” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each. Any such amount that is approved must be paid from the Gross Settlement Amount and cannot increase the overall amount Defendants must pay.

9. “Complaint” or “complaint” means the operative First Amended Complaint filed in this Action as well as all other complaints filed in the *Johnson* and *Quintanilla* actions, to include all exhibits to those complaints.

10. “Court” means the San Diego County Superior Court.

11. “Defendants” means Defendants The Procter and Gamble Company and The Procter and Gamble Distributing, LLC.

12. “Effective Date” means the date by which this Settlement Agreement is finally approved as provided herein and the Court’s Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final Approval Order becomes binding upon: (1) the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed (*i.e.*, sixty (60) days after the notice of an order granting final approval of the Settlement, provided there have been no appeals or other challenges filed within that time); or (2) if such an appeal is filed or on or before the sixtieth (60th) day after Final Approval Order, the Effective Date shall be the date that the Settlement and any ensuing order or judgment can no longer be appealed or challenged and the Settlement has become final and binding in accordance with the terms of the Settlement. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding in accordance with its terms.

1 13. “Final Approval” or “Final Approval Order” means the order substantially the same as
2 the proposed Final Approval Order attached as Exhibit C granting final approval in accordance with the
3 terms of this Settlement Agreement.

4 14. “Gross Settlement Amount” means the Gross Settlement Amount of Two Million Five
5 Hundred Forty Five Thousand Dollars (\$2,545,000), to be paid by Defendants in full satisfaction of all
6 Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
7 Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
8 Amount, and Settlement Administration Costs. Aside from employer-side taxes due on the wage
9 component of the Individual Settlement Payments, the Gross Settlement Amount shall constitute the entire
10 consideration provided by Defendants pursuant to this Settlement Agreement and Defendants and the
11 Released Parties shall not be required to pay any amount above the Gross Settlement Amount in
12 connection with this Settlement. There will be no reversion of the Gross Settlement Amount to Defendants.

13 15. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
14 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15 16. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after
16 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA
17 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
18 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

19 17. “Notice of Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
21 signature, address, and telephone number, (b) a written statement of all grounds for the objection
22 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
23 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
24 fairness hearing.

25 18. “PAGA Members” means all persons who were employed by Defendants in the State of
26 California and classified as non-exempt at any time during the PAGA Period.

27 19. “PAGA Notices” means collectively Plaintiffs Tikyla Johnson and Salvatore
28 Quintanilla’s letters to Defendants and the Labor and Workforce Development Agency (“LWDA”)

1 pursuant to Labor Code section 2699.3(a), including Plaintiffs' letters dated October 22, 2022, and April
2 19, 2024.

3 20. "PAGA Period" means the period from May 30, 2022 through the earlier of the date of
4 Preliminary Approval or April 11, 2025 (*i.e.*, 60 days from the date of the Parties' mediation), whichever
5 comes first.

6 21. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
7 LWDA and PAGA Members in connection with Plaintiffs' claims under the Labor Code Private
8 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The
9 Parties have agreed that Eighty Thousand Dollars (\$80,000) of the Gross Settlement Amount will be
10 allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty Thousand
11 Dollars (\$60,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
12 Development Agency ("LWDA Payment"), and Twenty-Five Percent (25%), or Twenty Thousand
13 Dollars (\$20,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and
14 regardless whether they request to be excluded from the Settlement Class.

15 22. "Parties" means Plaintiffs and Defendants collectively.

16 23. "Participating Class Members" means all Class Members who do not submit timely and
17 valid Requests for Exclusion.

18 24. "Pay Period(s)" means the number of pay periods (rounding up to the nearest pay period)
19 during which each PAGA Member worked during the PAGA Period. All PAGA Members will be
20 credited with at least one Pay Period during the PAGA Period.

21 25. "Plaintiffs" means Plaintiffs Tikyla Johnson and Salvatore Quintanilla.

22 26. "Preliminary Approval" means the order substantially the same as the proposed
23 Preliminary Approval Order attached as Exhibit B granting preliminary approval in accordance with the
24 terms of this Settlement Agreement.

25 27. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of
26 action that were alleged, or reasonably could have been alleged, based on the facts alleged in the
27 Complaints filed in the Actions during the Class Period, including claims for violation of: (1) Failure to
28 Pay All Hours Worked, Including Overtime Hours Worked pursuant to California Labor Code sections

200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 246, 510, 511, 558, 1194, 1197, 1197.1, 1198; (2) Improper Calculation of Regular Rate of Pay pursuant to California Labor Code sections 218, 246, 510, and 1194; (3) Failure to Pay All Wages Owed Twice Per Month pursuant to California Labor Code sections 204 and 210; (4) Failure to Pay Minimum Wage pursuant to California Labor Code sections 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199; (5) Failure to Provide Rest Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (6) Failure to Provide Proper Cool-Down Rest Periods pursuant to California Labor Code sections 226.7 and 1198; (7) Failure to Provide Uninterrupted Meal Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (8) Failure to Reimburse for Required Business Expenses pursuant to California Labor Code sections 1198 and 2802; (9) Failure to Pay Wages Due Upon Termination pursuant to California Labor Code sections 201, 202, 203, and 256; (10) Failure to Provide Accurate Itemized Wage Statements and Violation of Record Keeping Requirements pursuant to California Labor Code sections 226, 1174, and 1174.5; (11) Unlawful Business Practices Pursuant to California Business and Professions Code section 17200, *et seq.*; and (12) Private Attorneys General Act Penalties pursuant to California Labor Code section 2699, based on the foregoing claims in addition to claims for Failure to Properly Calculate and Pay Sick Leave Wages pursuant to California Labor Code section 246, Failure to Provide Safe Working Conditions pursuant to California Labor Code sections 1198 and Wage Orders, and Failure to Provide a Place of Employment that Is Safe and Healthful pursuant to California Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6407.

28. “Released PAGA Claims” means all claims for civil penalties under PAGA, California Labor Code sections 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts alleged in Plaintiffs’ Complaints and PAGA Notices during the PAGA Period.

29. “Released Parties” means Defendants, their past or present officers, directors, employees, partners, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

30. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,

1 address, telephone number and last four digits of the Social Security Number or Employee ID Number of
2 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the
3 Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the
4 Settlement; and (e) postmarked on or before the Response Deadline.

5 31. "Response Deadline" means the deadline by which Class Members must postmark to the
6 Settlement Administrator Requests for Exclusion, postmark disputes concerning the estimated calculation
7 of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The
8 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the
9 Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in
10 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
11 open.

12 32. "Settlement Administration Costs" means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
14 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
15 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties and/or
16 required by the Court. The Settlement Administration Costs will be paid entirely from the Gross Settlement
17 Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement
18 Administrator as being the maximum costs necessary to administer the Settlement. Settlement
19 Administration Costs are currently estimated to be Fourteen Thousand Dollars (\$14,000).

20 33. "Settlement Administrator" means Phoenix Class Action Administration Solutions, or
21 any other third-party class action settlement administrator agreed to by the Parties and approved by the
22 Court for the purposes of administering this Settlement. The Parties each represent that they do not have
23 any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
24 Administrator that could create a conflict of interest.

25 34. "Workweeks" means the number of weeks each Class Member worked during the Class
26 Period, rounding up to the nearest workweek. All Class Members will be credited with at least one
27 Workweek during the Class Period.
28

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

35. Funding of the Gross Settlement Amount. After the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount of Two Million Five Hundred Forty Five Thousand Dollars (\$2,545,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective Date and funding of the Settlement by Defendants, the Settlement Administrator shall use the Gross Settlement Amount for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency's portion of the PAGA Settlement Amount; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer's share of payroll taxes within twenty (20) calendar days after the Effective Date ("Funding Date").

36. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for 35% of the Gross Settlement Amount, or Eight Hundred Ninety Thousand, Seven Hundred Fifty Dollars (\$890,750), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifty-Five Thousand Dollars (\$55,000.00), both of which will be paid from the Gross Settlement Amount. Attorneys' Fees and Costs paid as a result of this Settlement and the releases of the Released Class Claims and Released PAGA Claims, will come entirely out of the Gross Settlement Amount. Neither Class Counsel nor any other counsel shall be entitled to any amount of attorneys' fees or costs separate and apart from the Attorneys' Fees and Costs in connection with this Settlement and the releases contained herein. In the event the Court awards any different or further Attorneys' Fees and Costs to Class Counsel, or any other counsel as a result of this Settlement, or the claims released by this Settlement, such amounts must be paid from the Gross Settlement Amount and cannot increase the overall amount Defendants must pay. Further, if the Court awards less Attorneys' Fees and Costs than requested, the remaining amount will be added to the Net Settlement Fund to be paid to Participating Class Members. The Court's award of attorneys' fees will be divided as follows: (a) Twenty Five Percent (25%) to Mashiri Law Firm, APC; (b) Twenty Five Percent (25%) to The Jami Law Firm

1 P.C.; and (c) Fifty Percent (50%) to KOUL LAW FIRM, APC.

2 37. Class Representative Enhancement Payment. In exchange for a general release, and in
3 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
4 agree not to oppose or impede any application or motion for Class Representative Enhancement Payments
5 of up to Ten Thousand Dollars (\$10,000), each, to Plaintiffs (*i.e.*, \$20,000 total). The Class Representative
6 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to
7 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and
8 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
9 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and
10 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not
11 ultimately awarded by the Court. If the Court does not award the full amount of the Class Representative
12 Enhancement Payments requested by Plaintiffs, the remaining amounts will be added to the Net Settlement
13 Fund to be paid to Participating Class Members.

14 38. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments from the Gross
16 Settlement Amount, which is currently estimated to be Fourteen Thousand Dollars (\$14,000). These costs,
17 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
18 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
19 Notices, drafting a Spanish translation of the Class Notice, calculating and distributing the Gross
20 Settlement Amount, providing necessary reports and declarations, and other administration duties as
21 specified by the Parties and/or the Court.

22 39. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
23 of Eighty Thousand Dollars (\$80,000) from the Gross Settlement Amount will be designated for
24 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty
25 Thousand Dollars (\$60,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
26 Twenty Thousand Dollars (\$20,000), will be paid to PAGA Members in proportion to the number of Pay
27 Periods worked during the PAGA Period as specified below.

28 40. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement

1 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
2 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
3 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
4 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
5 Member has the right to object to the Settlement of the PAGA Claims and that all PAGA Members will
6 be bound by the Released PAGA Claims regardless of whether they opt out of the Settlement of the class
7 action claims.

8 41. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
9 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

10 42. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
11 portion of the PAGA Fund will revert to or be retained by Defendants.

12 43. Individual Settlement Payment Calculations. Individual Settlement Payments will be
13 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
14 Workweeks a Class Member worked during the Class Period, and Pay Periods a PAGA Member worked
15 during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

16 43(a) Payments from the Net Settlement Fund. Defendants will calculate the total
17 number of Workweeks worked by each Class Member during the Class
18 Period (rounding up to the nearest Workweek) and the aggregate total number
19 of Workweeks worked by all Class Members during the Class Period. To
20 determine each Participating Class Member's "Individual Settlement
21 Payment" from the Net Settlement Fund, the Settlement Administrator will
22 use the following formula: The Net Settlement Fund will be divided by the
23 aggregate total number of Workweeks, resulting in the "Workweek Value."
24 Each Class Member's "Individual Settlement Payment" will be calculated by
25 multiplying each individual Class Member's total number of Workweeks by
26 the Workweek Value. The Individual Settlement Payment will be reduced by
27 any required deductions for each Participating Class Member as specifically
28 set forth herein, including employee-side tax withholdings or deductions. The

1 entire Net Settlement Fund will be disbursed to all Class Members who do
2 not submit timely and valid Requests for Exclusion (i.e., Participating Class
3 Members). For preparing the Class Notice, the Settlement Administrator will
4 calculate the *estimated* Individual Settlement Payments each Class Member
5 will receive if s/he does not opt out based on the assumptions that all Class
6 Members will choose to participate and all requested amounts for attorneys'
7 fees, costs, administration fees, enhancement payments, etc., in this
8 Agreement are fully approved by the Court.

9 43(b) Payments from the PAGA Fund. Defendants will calculate the total number
10 of Pay Periods worked by each PAGA Member during the PAGA Period
11 (rounding up to the nearest Pay Period) and the aggregate total number of Pay
12 Periods worked by all PAGA Members during the PAGA Period. To
13 determine each PAGA Member's estimated "Individual Settlement
14 Payment" from the PAGA Fund, the Settlement Administrator will use the
15 following formula: The PAGA Fund will be divided by the aggregate total
16 number of Pay Periods, resulting in the "PAGA Pay Period Value." Each
17 PAGA Member's "Individual Settlement Payment" will be calculated by
18 multiplying each individual PAGA Member's total number of Pay Periods
19 during the PAGA Period by the PAGA Pay Period Value. The entire PAGA
20 Fund (i.e., the twenty-five (25%) percent of the total PAGA Settlement
21 Amount available to PAGA Members) will be disbursed to all PAGA
22 Members.

23 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
25 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
26 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
27 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
28 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or

amounts to which any Class Members may be entitled under any benefit plans.

45. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

46. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

48. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice prior to the Response Deadline, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

49. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Class Period; (e) the total number of Pay Periods each respective PAGA Member worked for Defendants during the PAGA Period; (f) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (g) the dates which comprise the Class Period and PAGA Period; (h)

1 instructions on how to submit Requests for Exclusion or Notices of Objection; (i) the deadlines by which
2 the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the
3 Settlement; and (j) the claims to be released.

4 50. Disputed Information on Class Notices. Class Members will have an opportunity to
5 dispute the information provided in their Class Notices. To the extent Class Members dispute their
6 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
7 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
8 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
9 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and
10 will be decided by the Settlement Administrator within ten (10) business days after the Response Deadline.

11 51. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
12 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
13 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
14 receiving the defective submission to advise the Class Member that his or her submission is defective and
15 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until
16 (a) the Response Deadline or (b) fifteen (15) calendar days from the date of a cure letter sent out on or
17 before the Response Deadline), whichever date is later, to postmark or fax a revised Request for Exclusion.
18 If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be
19 deemed untimely.

20 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Agreement must sign and mail a written Request for Exclusion to the Settlement Administrator
22 within the Response Deadline. The postmark date on the Requests for Exclusion mailed to the Settlement
23 Administrator will be the exclusive means to determine whether a Request for Exclusion has been timely
24 submitted. As noted above, Class Members who are also PAGA Members can exclude themselves only
25 from the class action portion of the Settlement, but cannot exclude themselves from the Settlement of the
26 Released PAGA Claims.

27 53. Option to Void. Defendants have the option to withdraw from the Settlement if the
28 number of Class Members who opt out exceeds three percent (3%) of the total number of Class Members.

Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement and the Agreement shall become null and void and the Parties will return to the same position they were in prior to having executed this Agreement. In the event that Defendants exercise this option, Defendants will pay all Settlement Administrator's costs associated with settlement administration duties up to Defendants' notice of election to withdraw.

54. Escalator Clause/Option: The Parties agree that if the total number of Workweeks worked by Class Members during the Class Period is greater than One Hundred and Four Thousand Five Hundred (104,500) total Workweeks ("Escalator"), Defendants will have the option to either: (a) proportionally increase the Gross Settlement Amount according to the following formula— Proportionally Increased Gross Settlement Amount = Total Number of Workweeks during the Class Period ÷ 104,500 × \$2,545,000; or (b) elect to have the Class Period, PAGA Period, and resulting release dates cutoff at the last date the total Workweeks for Class Members were at or below 95,000 based on Defendants' records.

55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion prior to the Response Deadline will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

56. Releases by Participating Class Members. Upon the Funding Date, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

57. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

58. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,

1 and/or appear in person at the Final Approval Hearing. Class Members who fail to object either by
2 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing, or both, will
3 be deemed to have waived all objections to the Settlement and will be foreclosed from making any
4 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties
5 or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the
6 Settlement Agreement or appeal from the final approval order and judgment consistent with the terms of
7 this Settlement. Class Counsel will not represent any Class Members with respect to any such objections
8 to this Settlement. A Class Member who objects to this settlement has no right to opt out of the Settlement
9 (i.e., submit a valid Request for Exclusion.) If a Class Member timely submits both a Notice of Objection
10 and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the
11 Notice of Objection shall be rejected, the Class Member shall not participate in or be bound by the
12 Settlement, and the Class Member will have no right to object to the Settlement at the Final Approval
13 Hearing or otherwise. Furthermore, if a Class Member timely objects to this Settlement, either through a
14 written Notice of Objection and/or in person at the Final Approval Hearing, and the Court overrules the
15 objection and approves the Settlement, the objecting Class Member(s) will be bound by this Settlement
16 similar to all other Participating Class Members, including all releases contained herein.

17 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
18 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
19 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
20 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
21 their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any
22 updated reports regarding the administration of the Settlement Agreement as needed or requested.

23 60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
24 the Funding Date, the Settlement Administrator will issue the Court-approved payments to: (a)
25 Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiffs; and (d) Class Counsel.
26 The Settlement Administrator will also issue a payment to itself for Court-approved services performed in
27 connection with the Settlement.

28 61. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment

1 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
2 than One Hundred and Eighty (180) calendar days after issuance (*i.e.*, on the One Hundred and Eighty
3 First (181st) day after issuance or later) will be sent to the California State Controller Unclaimed Property
4 Fund in the name of the Class Member.

5 62. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 63. Treatment of Individual Settlement Payments. All Individual Settlement Payments to
9 Participating Class Members from the Net Settlement Fund will be allocated as follows: (a) Ten Percent
10 (10%) of each Individual Settlement Payment will be allocated as alleged lost wages for which IRS Forms
11 W-2 will be issued; (b) Forty-Five Percent (45%) will be allocated as alleged penalties for which an IRS
12 Forms 1099-MISC will be issued; and (c) Forty-Five Percent (45%) will be allocated as alleged interest
13 for which an IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA
14 Fund will be treated as non-wages (*i.e.*, for alleged PAGA penalties) for which IRS Forms 1099-MISC
15 will be issued.

16 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
17 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
19 Settlement. The Settlement Administrator will also be responsible for calculating and forwarding all
20 required taxes for all Parties arising from this Settlement to the appropriate government authorities and for
21 delivering the LWDA's portion of the PAGA Settlement Amount to the LWDA.

22 65. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of
23 the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any
24 statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.
25 Plaintiffs and Class Members agree they shall indemnify and hold Defendants harmless for any taxes,
26 penalties and interest imposed in connection with a determination by a governmental authority that
27 Defendants failed to properly withhold applicable income taxes and/or withhold the employee portion of
28 FICA or other employment taxes Plaintiffs and Class Members may owe with respect to the payments

1 made under this Agreement. This provision does not apply for any damages, penalties, interest or other
2 remedies caused or assessed as a result of Defendants or any unrelated third-party error, including, but not
3 limited to, their failure to perform their own tax obligations.

4 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
5 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
6 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
8 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
9 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
10 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
11 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
12 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
14 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
15 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
16 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
17 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
18 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
20 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
21 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
22 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
23 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
24 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
25 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

26 67. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
27 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or

right herein released and discharged.

68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final and binding for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement (including any order granting class certification for settlement purposes) will likewise be treated as void from the beginning.

69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, and (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Exclusion Requests or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the final Court-approved amounts payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)

1 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
2 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
3 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

4 72. General Release by Plaintiffs. Upon the Funding Date, in addition to the claims being
5 released by all Participating Class Members, Plaintiffs Tikyla Johnson and Salvatore Quintanilla will
6 release and forever discharge Defendants and the Released Parties, to the fullest extent permitted by law,
7 of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or
8 may have against the Released Parties as of the date of execution of this Settlement Agreement, including
9 but not limited to all claims alleged in the Complaint and all claims related to or arising from their
10 employment with, or separation from, Defendants and the Released Parties. This release extends to the
11 maximum extent permitted by law and Plaintiffs expressly waive any and all rights and benefits conferred
12 upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of
13 applicable law which are as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
15 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
16 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
17 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
18 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
19 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

20 Plaintiffs further agree and acknowledge they are no longer employed by Defendants or any of the
21 Released Parties and confirm that they are not owed any amounts from Defendants or the Released Parties
22 separate and apart from the amounts which they will be paid pursuant to the terms of this Settlement
23 Agreement.

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

27 74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
28 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625
and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be

1 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
2 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
3 the terms of this Settlement Agreement.

4 75. Amendment or Modification. No amendment, change, or modification to this Settlement
5 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
6 by the Court.

7 76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
9 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
10 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
11 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
12 use their best efforts to effect the implementation of the Settlement and address concerns, if any, raised by
13 the Court. If the Parties are unable to reach agreement on the form or content of any document needed to
14 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the
15 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

18 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
19 be governed by and interpreted according to the laws of the State of California.

20 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution
21 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
23 copies of the signature page, will be deemed to be one and the same instrument. All executed copies of
24 this Agreement, and photocopies thereof (including facsimile, PDF, or email copies of the
25 signature pages), shall have the same force and effect and shall be as legally binding and
26 enforceable as the original.

27 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this

1 Settlement after extensive arm's-length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement.

5 81. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
6 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
7 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
8 enforceable.

9 82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
10 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
11 approved, the stipulation to certification will be void. The Parties further agree that certification for
12 purposes of the Settlement is not an admission that class action certification is proper under the standards
13 applied to contested certification motions and that this Settlement Agreement will not be admissible in this
14 or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are
15 liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

16 83. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
17 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
18 into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state,
19 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
20 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
21 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
22 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
23 negotiations connected with it, can be construed as an admission or concession by Defendants or the
24 Released Parties of any such violations or failures to comply with any applicable law. Except as necessary
25 in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
26 provisions will not be offered or received as evidence in any action or proceeding to establish any liability
27 or admission on the part of Defendants or the Released Parties or to establish the existence of any condition
28 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

1 84. No Public Comment: Plaintiffs and their counsel agree not to otherwise publicize this
2 Settlement, including, but not limited to, issuing press releases or responding to press inquiries, posting
3 summaries online, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiffs
4 and their counsel are contacted by members of the press, they will respond only that the lawsuit exists and
5 has been resolved. However, for the limited purpose of allowing Class Counsel to prove their adequacy as
6 class counsel in other actions, or for purposes of seeking court approval of other wage and hour settlements,
7 Class Counsel may disclose in court filings information available in the public record about the Action and
8 this Settlement.

9 85. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
10 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
11 a further waiver by such party of the same or any other condition, covenant, right or remedy.

12 86. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
13 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
14 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
15 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
16 witness fees, if any, incurred in connection with any enforcement actions.

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

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

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

28 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good

faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

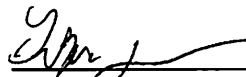
91. LWDA Notice. Pursuant to California Labor Code section 2699(l), Class Counsel will provide a copy of this Settlement Agreement to the LWDA prior to or concurrently with Class Counsel's filing of the motion for preliminary approval. Class Counsel will also file a declaration in support of Plaintiff's motion for preliminary approval confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l).

92. Binding 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 federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 7-10-25


Tikyla Johnson

PLAINTIFF

Dated: 7/14/2025

Signed by:

8C27CCDF7A0444A...
Salvatore Quintanilla

DEFENDANTS THE PROCTER AND GAMBLE COMPANY AND THE PROCTER AND GAMBLE DISTRIBUTING, LLC

Dated: _____

Signature

Printed Name

Position

EXHIBIT A

Tikyla Johnson and Salvatore Quintanilla v. P&G Distributing, LLC, et al., No. 37-2022-00051819-CU-OE-CTL
(Consolidated with Riverside County Superior Court Case No. CVRI2402644 for Settlement Purposes)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Defendant The Procter and Gamble Distributing, LLC (“Defendant”) in the State of California and classified as non-exempt at any time during the Class Period from May 30, 2022, through April 11, 2025 (“Class Members”).

On [REDACTED], the Honorable Joel R. Wohlfeil of the San Diego County Superior Court granted preliminary approval of this class and representative Private Attorneys General Act (“PAGA”) action settlement in this Action, *i.e.*, Case No. 37-2022-00051819-CU-OE-CTL (consolidated with Riverside County Superior Court Case No. CVRI2402644 for settlement purposes) (the “Action”) and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED]:00 [REDACTED].m. on [REDACTED], 2025 in Department C-73 of the San Diego County Superior Court, Hall of Justice, located at 330 W. Broadway, Sixth Floor, San Diego, California 92101.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please contact the Settlement Administrator or Class Counsel at the contact information below if you plan to attend the Final Fairness Hearing to check for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Receive a Settlement Payment	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, will receive a prorated portion of the PAGA Fund based on the calculations detailed below. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert the claims against Defendant alleged or which reasonably could have been alleged based on the facts asserted in the Action during the Class Period, as further specified below under Option 1 (Automatically Receive a Payment from the Settlement).
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You Can Opt-Out of the Class Settlement But Not the PAGA Settlement The Opt-Out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion on or before [DATE] as specified in Option 2 (Opt Out of the Settlement) below. If you opt out, you will no longer be eligible for a payment from the Net Settlement Fund. Class Members who opt out will not be bound by the Released Class Claims (defined below) and cannot object to this settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will release the Released PAGA Claims defined below regardless of whether they opt out of the class action portion of the settlement.
Participating Class Members Can Object to the Class Settlement But Not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement. The process for submitting a written objection and/or appearing at the Final Fairness Hearing to object is specified in Option 3 (Object to the Settlement) below. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms and releases in the Settlement.

Summary of the Litigation

Plaintiffs Tikyla Johnson and Salvatore Quintanilla, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws, including without limitation the follow violations: (1) Failure to Pay All Hours Worked, Including Overtime Hours Worked pursuant to California Labor Code sections 200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 246, 510, 511, 558, 1194, 1197, 1197.1, 1198; (2) Improper Calculation of Regular Rate of Pay pursuant to California Labor Code sections 218, 246, 510, and 1194; (3) Failure to Pay All Wages Owed Twice Per Month pursuant to California Labor Code sections 204 and 210; (4) Failure to Pay Minimum Wage pursuant to California Labor Code sections 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199; (5) Failure to Provide Rest Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (6) Failure to Provide Proper Cool-Down Rest Periods pursuant to California Labor Code sections 226.7 and 1198; (7) Failure to Provide Uninterrupted Meal Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (8) Failure to Reimburse for Required Business Expenses pursuant to California Labor Code sections 1198 and 2802; (9) Failure to Pay Wages Due Upon Termination pursuant to California Labor Code sections 201, 202, 203, and 256; (10) Failure to Provide Accurate Itemized Wage Statements and Violation of Record Keeping Requirements pursuant to California Labor Code sections 226, 1174, and 1174.5; (11) Unlawful Business Practices Pursuant to California Business and Professions Code section 17200, *et seq.*; and (12) Private Attorneys General Act Penalties pursuant to California Labor Code section 2699, based on the foregoing claims in addition to claims for Failure to Properly Calculate and Pay Sick Leave Wages pursuant to California Labor Code section 246, Failure to Provide Safe Working Conditions pursuant to California Labor Code sections 1198 and Wage Orders, and Failure to Provide a Place of Employment that Is Safe and Healthful pursuant to California Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6407.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On February 10, 2025, the parties participated in a mediation with Steve Serratore, Esq., an experienced and well-respected neutral class action mediator. With Mr. Serratore’s guidance, the parties were eventually able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Mashiri Law Firm, The Jami Law Firm, P.C., and Koul Law Firm, APC, (“Class Counsel”) have investigated and researched the facts and circumstances

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk, delay and expense of continued litigation and believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, all of Plaintiffs' allegations of wrongdoing and believe Plaintiffs' claims are entirely without merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the case can or should proceed as a class action in a non-settlement context. Defendant has agreed to settle the case to resolve this Action and to avoid the burden, expense and risk of prolonged litigation. Defendant also agrees the proposed settlement is a fair, adequate and reasonable resolution of disputed claims.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of Two Million Five Hundred Forty Five Thousand Dollars (\$2,545,000). This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class Members paid on a prorated basis as explained below; (2) Class Representative Enhancement Payments of \$10,000, each, to Tikyla Johnson and Salvatore Quintanilla for their services on behalf of the class, and for a general release of all claims arising out of their employment with Defendant; (3) Eight Hundred and Ninety Thousand Seven Hundred and Fifty Dollars (\$890,750) in Attorneys' Fees and up to Fifty-Five Thousand Dollars (\$55,000) in litigation costs and expenses; (4) Eighty Thousand Dollars (\$80,000) settlement of claims under PAGA (the PAGA Settlement Amount), inclusive of a Sixty Thousand Dollars (\$60,000) payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA claims, and a Twenty Thousand Dollars (\$20,000) payment ("PAGA Fund") to be paid to all PAGA Members on a prorated basis as explained below; and (5) reasonable Settlement Administrator Costs currently estimated at Fourteen Thousand Dollars (\$14,000). After deducting the above amounts for Class Representative Enhancement Payments, Attorneys' Fees and Costs, the PAGA Settlement Amount, and Settlement Administration Costs, the remaining Net Settlement Fund is estimated to be approximately \$[REDACTED] and will be allocated to individual settlement payments to Class Members who do not opt out of the Settlement Class (*i.e.*, "Participating Class Members"). Additionally, all PAGA Members will receive a prorated share of the \$20,000 PAGA Fund, regardless of whether they opt out of the Settlement Class. There will be no reversion of the Net Settlement Fund to Defendant.

Individual Settlement Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 30, 2022, through April 11, 2025 (the "Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period, rounding up to the nearest Workweek. To determine each Participating Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Participating Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required employee-side tax withholdings or deductions for the portion of the Individual Settlement Payments allocated to alleged lost wages, as specified below. If there are any valid and timely Requests for Exclusion (*i.e.*, opt out requests), the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to all Participating Class Members equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position in California for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$[REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 30, 2022, through April 11, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period, rounding up to the nearest Pay Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

divided by the aggregate total number of Pay Periods, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods (rounding up to the nearest Pay Period) by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under the PAGA, California Labor Code §§ 2698, *et seq.*, and the PAGA Member will receive their prorated portion of the PAGA Fund even if he or she submits a valid Request for Exclusion from the class action settlement.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Payment: “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund. Based on the above, your estimated Individual Settlement Payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

[Settlement Administrator]

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages (penalties and interest) for which IRS Forms 1099-MISC will be issued per the terms of settlement. Payments from the PAGA Fund will be treated as penalties for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement and Relevant Releases of Claims

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your Individual Settlement Payment from the settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court based on the timeline set forth in the settlement and as ordered by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement and it becomes effective and binding, you will be a Participating Class Member and will be mailed a check for your Individual Settlement Payment, as described above. In addition, you will be deemed to have released the Released Class Claims against Defendant for the Class Period. Specifically, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendant and all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period. The “Released Parties” and “Released Class Claims” as defined in the settlement are specified below:

“Released Parties” means Defendant The Procter and Gamble Distributing, LLC, The Procter and Gamble Company and their past or present officers, directors, employees, partners, shareholders, agents, principals, heirs,

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

“Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint during the Class Period, including claims for: (1) Failure to Pay All Hours Worked, Including Overtime Hours Worked pursuant to California Labor Code sections 200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 246, 510, 511, 558, 1194, 1197, 1197.1, 1198; (2) Improper Calculation of Regular Rate of Pay pursuant to California Labor Code sections 218, 246, 510, and 1194; (3) Failure to Pay All Wages Owed Twice Per Month pursuant to California Labor Code sections 204 and 210; (4) Failure to Pay Minimum Wage pursuant to California Labor Code sections 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199; (5) Failure to Provide Rest Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (6) Failure to Provide Proper Cool-Down Rest Periods pursuant to California Labor Code sections 226.7 and 1198; (7) Failure to Provide Uninterrupted Meal Breaks pursuant to California Labor Code sections 226, 226.7, 512, 558, and 1198; (8) Failure to Reimburse for Required Business Expenses pursuant to California Labor Code sections 1198 and 2802; (9) Failure to Pay Wages Due Upon Termination pursuant to California Labor Code sections 201, 202, 203, and 256; (10) Failure to Provide Accurate Itemized Wage Statements and Violation of Record Keeping Requirements pursuant to California Labor Code sections 226, 1174, and 1174.5; (11) Unlawful Business Practices Pursuant to California Business and Professions Code section 17200, *et seq.*; and (12) Private Attorneys General Act Penalties pursuant to California Labor Code section 2699, based on the foregoing claims in addition to claims for Failure to Properly Calculate and Pay Sick Leave Wages pursuant to California Labor Code section 246, Failure to Provide Safe Working Conditions pursuant to California Labor Code sections 1198 and Wage Orders, and Failure to Provide a Place of Employment that Is Safe and Healthful pursuant to California Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6407.

Regardless of whether or not you opt out or choose Option 1, if you are a PAGA Member (as defined above) and the Court grants final approval of the settlement, you will release the Released PAGA Claims against Defendant and the Released Parties. The Released PAGA Claims as defined in the settlement are specified below:

“Released PAGA Claims” means all claims for civil penalties under California Labor Code sections 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and/or Plaintiffs’ PAGA Notices during the PAGA Period.

“PAGA Notices” means collectively: (a) Plaintiff Tikyla Johnson’s letter to Defendant and the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code section 2699.3(a), dated October 22, 2022; and (b) Plaintiff Salvatore Quintanilla’s letter to Defendant and the LWDA pursuant to Labor Code section 2699.3(a), dated April 19, 2024.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement in this Action—*Tikyla Johnson and Salvatore Quintanilla v. P&G Distributing, LLC, et al.*, San Diego Superior Court Case No. 37-2022-00051819-CU-OE-CTL. Please note that ***if you opt out of this settlement, you will NOT receive a payment from the Net Settlement Fund and will NOT be bound by the Released Class Claims*** (defined above). You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will be bound by the Released PAGA Claims regardless of whether they opt out of the class action portion of the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you wish to opt out, your written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number or your full employee ID number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than [Response Deadline]. If you submit a Request for Exclusion which is not postmarked or faxed by [Response Deadline], your Request for Exclusion will be rejected, and you will be included in the settlement class as a Participating Class Member.

In sum, if you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable or for some other reason, you may submit a written objection stating why you object to the settlement and/or you may appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than [Response Deadline]. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the opt out directions described above in Option 2. You cannot opt out *and* object– you must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Diego at 330 W. Broadway San Diego, CA 92101 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

If you choose **Option 3**, and the Court overrules your objection and grants final approval of the settlement, you will still be a Participating Class Member bound by the settlement and entitled to an Individual Settlement Payment and will be deemed to have released the Released Class Claims and, if you are also a PAGA Member, the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel at the contact information below:

Settlement Administrator

[Settlement Administrator Name]

c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Class Counsel

Alex Asil Mashiri
Mashiri Law Firm, APC
11251 Rancho Carmel Drive #500694
San Diego, CA 92150
Phone: Number

Tamim Jami,
The Jami Law Firm
3525 Del Mar Heights Rd #941
San Diego, CA 92130
Phone: Number

Nazo Koulloukian
Koul Law Firm, APC
217 South Kenwood Street
Glendale, CA 91205
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TIKYLA JOHNSON and SALVATORE
QUINTANILLA, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant to the
Private Attorneys General Act (“PAGA”)

Plaintiffs,

vs.

P&G DISTRIBUTING LLC; PROCTER &
GAMBLE DISTRIBUTING LLC; PROCTER &
GAMBLE COMPANY; and DOES 1 through 50,

Defendants.

Case No.: 37-2022-00051819-CU-OE-CTL
(Consolidated with Riverside County Superior
Court Case No. CVRI2402644 for Settlement
Purposes)

Judge: Hon. Joel R. Wohlfeil

Department: C-73

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Trial Date: None Set
Complaint Filed: May 28, 2021

1 WHEREAS, Plaintiffs Tikyla Johnson and Salvatore Quintanilla (“Plaintiffs” or
2 “Class Representatives”) have applied to this Court for an order preliminarily approving the
3 settlement of this Action in accordance with a Joint Stipulation of Class and PAGA Representative
4 Action Settlement and Release (the “Settlement” or “Settlement Agreement”), which, together with
5 the exhibits thereto, sets forth the terms and conditions for a proposed settlement and full resolution
6 of the pending Action upon the terms and conditions set forth therein; and

7 WHEREAS, the Court has read and considered the Plaintiffs’ Motion for
8 Preliminary Approval, the Parties’ Settlement Agreement and the exhibits and declarations thereto;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
12 Agreement.

13 2. The Court has jurisdiction over the Action and all acts within the Action, and over
14 all the Parties to the Action, including Plaintiffs, Class Members, PAGA Members, Defendants,
15 and the State of California.

16 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
17 and reasonable. Indeed, the Court recognizes the value of the monetary recovery provided to the
18 Class Members and PAGA Members and finds that such recovery is fair, adequate and reasonable
19 when balanced against further litigation related to liability and damages issues. It appears the
20 Parties have conducted significant investigation, informal discovery, research and litigation such
21 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
22 at this time. It further appears to the Court that the proposed Settlement, at this time, will avoid
23 substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further
24 prosecution of the Action. It also appears that considering the limited scope of claims and limited
25 Class Members involved in the Settlement, the Parties reached the Settlement as the result of
26 reasonable, serious and non-collusive, arms-length negotiations through experienced Class Counsel
27 and Defense Counsel facilitated by an experienced, neutral mediator. Thus, the Court finds on a
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1 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
2 of a settlement that could ultimately be given final approval by this Court. Accordingly, the Motion
3 for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

4 4. For purposes of this Settlement only, the Court hereby conditionally certifies a class
5 of Class Members, consisting of all persons who were employed by Defendants The Procter and
6 Gamble Company and The Procter and Gamble Distributing, LLC in the State of California and
7 classified as non-exempt at any time during the Class Period from May 30, 2022, through April 11,
8 2025. Should for whatever reason the Settlement not become final, the fact that the Parties were
9 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on,
10 nor be admissible in connection with, the issue of whether a class should be certified in a non-
11 settlement context.

12 5. The rights of any potential dissenters to the proposed Settlement are adequately
13 protected in that they may exclude themselves from the Settlement of the Released Class Claims,
14 or they may object to the Settlement of the Claims and appear before this Court. However, to do
15 so they must follow the procedures outlined in the Settlement Agreement and Class Notice.

16 6. The Court finds that the Class Notice Plaintiff provided to the California Labor and
17 Workforce Development Agency ("LWDA") satisfies the notice requirements of the California
18 Private Attorneys General Act ("PAGA").

19 7. The Court approves, as to form and content, the proposed Class Notice to Class
20 Members and finds the method selected for communicating the preliminary approval of the
21 Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
22 and sufficient notice to all persons entitled to notice, and therefore satisfies Due Process.

23 8. For Settlement purposes only, the Court hereby appoints Plaintiffs Tikyla Johnson
24 and Salvatore Quintanilla as the class representatives in this Action. Further, the Court
25 preliminarily approves Service Awards to Plaintiffs not to exceed Ten Thousand Dollars (\$10,000)
26 to each Plaintiff, for a total of not more than \$20,000.

1 9. For Settlement purposes only, the Court hereby appoints Mashiri Law Firm, APC,
2 The Jami Law Firm, P.C., and Koul Law Firm, APC, as Class Counsel for Class Members. Further,
3 the Court preliminarily approves a Class Counsel Fees Award not to exceed thirty-five percent
4 (35%) of the Gross Settlement Amount. As well, the Court preliminarily approves a Class Counsel
5 Costs Award not to exceed Fifty-five Thousand Dollars (\$55,000) to be paid entirely from the Gross
6 Settlement Amount. The Class Counsel Fees Award and Class Counsel Costs Award will be
7 subject to final approval of the Court.

8 10. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
9 Administrator to administer the Class Notice pursuant to the terms in the Settlement Agreement.
10 Further, the Court preliminarily approves Settlement Administration Costs not to exceed Fourteen
11 Thousand Dollars (\$14,000).

12 11. No later than 20 calendar days after the entry of the Preliminary Approval Order,
13 Defendants shall provide the Settlement Administrator with the Class List (as defined in the
14 Settlement Agreement). No later than 10 calendar days after receipt of the Class List, the
15 Settlement Administrator shall use the Class List to mail the Class Notice, in both English and
16 Spanish languages, to Class Members after conducting a national change of address search and a
17 skip trace for the most current address of all former employee Class Members and will update such
18 addresses as necessary.

19 12. No later than 45 calendar days after the date the Settlement Administrator mails the
20 Class Notice to Class Members, or fifteen (15) calendar days after the re-mailing of any Class
21 Notice to any Class Member, whichever is later, (*i.e.*, the Response Deadline), any Class Member
22 requesting exclusion from the Settlement must submit his/her Request for Exclusion by mail to the
23 Settlement Administrator as instructed in the Class Notice. To be valid, the Request for Exclusion
24 need not use specific language, but must be hand signed and contain sufficient information to verify
25 the employee's identity (e.g., the individual's full name, address, and employee number or last four
26 digits of her/his social security number) and confirm that the individual wishes to be excluded from
27 the Settlement and any payment and release associated with the settlement of the Class Claims as
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1 set forth in this Agreement. If the Settlement Administrator receives a purported Request for
2 Exclusion that is unclear or incomplete in this regard, the Settlement Administrator shall make best
3 efforts to promptly follow up with the individual to obtain clarification and any additional
4 information needed prior to the Response Deadline. Any Class Member who submits a timely and
5 valid Request for Exclusion from the Class will not be entitled to any monetary recovery under the
6 Settlement (except for their prorated portion of the PAGA Award, if applicable) and will not be
7 bound by the terms of the Settlement as it relates to the Released Class Claims (except for the
8 Released PAGA Claims, which will bind all PAGA Members regardless of whether they submit a
9 Request for Exclusion). Any Class Member who submits a timely and valid Request for Exclusion
10 from the Class will not have any right to object, appeal or comment on the Settlement.

11 13. No later than 45 calendar days after the date the Settlement Administrator mails the
12 Class Notice to Class Members, or fifteen (15) calendar days after the re-mailing of any Class
13 Notice to any Class Member, whichever is later, (*i.e.*, the Response Deadline), any Class Member
14 wishing to object to the Settlement must notify the Settlement Administrator as instructed in the
15 Class Notice. Any Class Member wishing to object or comment upon the Settlement can do so by
16 (1) appearing at the Final Approval Hearing and communicating their objection to the Court and/or
17 (2) submitting a written Notice of Objection to the Settlement Administrator by the Response
18 Deadline. Only Participating Class Members (*i.e.*, Class Members who do not opt out) are permitted
19 to object to the Settlement Agreement. The Class Notice will request that Class Members who
20 wish to submit a written Notice of Objection include their: (1) full name, address, and employee
21 number or last four digits of their social security number; and (2) hand sign the Notice of Objection.
22 The Class Notice will also request that Class Members submitting a written Notice of Objection
23 (3) state the case name and number, *i.e.*, *Tikyla Johnson and Salvatore Quintanilla v. P&G*
24 *Distributing, LLC, et al.*, Case No. 37-2022-00051819-CU-OE-CTL (San Diego County Superior
25 Court) (consolidated with Riverside County Superior Court Case No. CVRI2402644), pending in
26 San Diego Superior Court, and the basis for the objection. Class Members do not need to submit a
27 written Notice of Objection to appear at the Final Approval Hearing to voice their objection to the
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1 Court. Class Members who fail to submit a Notice of Objection and/or appear at the Final Approval
2 Hearing to communicate their objection to the Court shall be deemed to have waived any objections
3 and shall be foreclosed from making any objections to the Settlement following the Final Approval
4 Hearing.

5 14. Defendant's business records will govern the determination of who is properly
6 considered a Class Member and PAGA Member (based on the definitions in the Settlement
7 Agreement) as well as the number of workweeks and pay periods worked by Class Members and
8 PAGA Members during the relevant time periods. In making these determinations, Defendants'
9 business records identifying this information in good faith and based on Defendants' best efforts
10 are presumed to be accurate and correct. Each Class Member's estimated workweeks during the
11 Class Period and pay periods during the PAGA Period will be specified in the Class Notice. Class
12 Members who believe the estimated number of workweeks and/or pay periods are incorrect can
13 contest the number of workweeks and/or pay periods specified in their Class Notice with the
14 Settlement Administrator by providing any information and documentation supporting the
15 challenge to the Settlement Administrator on or before the Response Deadline. The Settlement
16 Administrator will notify the Parties of any challenges and give Defendants the opportunity to
17 investigate the challenge and provide relevant information and documents to the Settlement
18 Administrator. All challenges to Class membership and/or the calculated workweeks/pay periods
19 will be resolved by the Settlement Administrator after taking into consideration any information
20 and documentation provided by Defendants and Participating Class Members. The Settlement
21 Administrator's determination will be final and binding and must be made prior to the calculation
22 and distribution of the Individual Settlement Payments. Class Members, PAGA Members and other
23 current or former employees have no right to assert any claim that they were improperly excluded
24 from the Settlement or that their individual payment was improperly calculated through ignorance,
25 oversight, error or otherwise after the Settlement Administrator's calculation and distribution of
26 Individual Settlement Payments in accordance with this Agreement and the Court's Final Approval
27 Order. Class Members and PAGA Members can contest the number of workweeks and/or pay
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1 periods specified in their Class Notice with the Settlement Administrator prior to the Response
2 Deadline per the instructions in the Class Notice. In addition, any timely and successful challenges
3 will potentially affect only how the Net Distribution fund is apportioned to Participating Class
4 Members and PAGA Members but cannot result in Defendants paying any greater amount to fund
5 this Settlement than the maximum Gross Settlement Amount specified in this Settlement
6 Agreement.

7 15. The Final Approval Hearing shall be held at _____ at ____ m., in the San Diego
8 County Superior Court, Department 73, 330 W. Broadway, San Diego, CA 92101, to consider the
9 fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the:
10 Class Counsel Fees Award, Class Counsel Costs Award, Plaintiffs' Service Awards, PAGA Award,
11 Settlement Administration Costs, and Individual Settlement Payments to Participating Class
12 Members.

13 16. This Settlement is not a concession or admission and shall not be used against
14 Defendants or any of the Released Parties as an admission or indication with respect to any claim
15 of any fault or omission by any Defendant or any of the Released Parties. Whether the Settlement
16 is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct
17 related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed
18 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse
19 to the Released Parties, including, but not limited to, evidence of a presumption, concession,
20 indication or admission by Defendants or any of the Released Parties of any liability, fault,
21 wrongdoing, omission, concession or damage; or (b) disclosed, referred to, or offered or received
22 in evidence against any of the Released Parties in any further proceeding in the Action, or in any
23 other civil, criminal or administrative action or proceeding, except for purposes of enforcing the
24 Settlement. The Court's findings are for purposes of conditionally certifying the class of Class
25 Members in the context of this Settlement and will not have any claim or issue or evidentiary
26 preclusion or estoppel effect in any other action against any Defendant or any of the Released
27 Parties or in this litigation if the Settlement is not finally approved. If for any reason the Court does
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not execute and file a Final Approval Order (even after good efforts by the Parties to address any concerns or questions of the Court in accordance with the Settlement Agreement), or if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the Settlement Agreement and all evidence and proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties to the Action, as more specifically set forth in the Settlement Agreement, and the Parties will return to the same position they were in prior to the Settlement Agreement and this Preliminary Approval Order.

17. Pending further orders of this Court, all proceedings in this matter except those contemplated in this Preliminary Approval Order and in the Settlement Agreement are stayed.

18. The Court reserves the right to move the date of the Final Approval Hearing without further notice to Class Members as Class Members are explicitly instructed to confirm the hearing date and time of the Final Approval Hearing with Class Counsel if they intend to appear.

IT IS SO ORDERED.

Dated: _____

HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TIKYLA JOHNSON and SALVATORE
QUINTANILLA, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA")

Plaintiffs,

vs.

P&G DISTRIBUTING LLC; PROCTER &
GAMBLE DISTRIBUTING LLC; PROCTER &
GAMBLE COMPANY; and DOES 1 through 50,

Defendants.

Case No.: 37-2022-00051819-CU-OE-CTL
(Consolidated with Riverside County Superior
Court Case No. CVRI2402644 for Settlement
Purposes)

Judge: Hon. Joel R. Wohlfeil

Department: C-73

[PROPOSED] FINAL APPROVAL ORDER

Trial Date: None Set
Complaint Filed: May 28, 2021

1 WHEREAS, this matter has come before the Court for hearing pursuant to the
2 Preliminary Approval Order dated [REDACTED], for final approval of the Settlement as set forth
3 in the Joint Stipulation of Class and PAGA Representative Action Settlement and Release (the
4 “Settlement” or “Settlement Agreement”), and the Court having considered all papers filed and the
5 proceedings had and otherwise being fully informed, **THE COURT HEREBY MAKES THE**
6 **FOLLOWING DETERMINATIONS AND ORDERS:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement
8 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 Parties to this litigation, including the Plaintiffs, Class Members, PAGA Members, Defendants,
12 and the State of California.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
14 Administrator, Phoenix Settlement Administrators, mailed a Notice of Settlement to all known
15 Class Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed
16 Class Members of the terms of the proposed Settlement and the benefits available to Class Members
17 thereunder. The Notice of Settlement further informed Class Members of the pendency of the
18 Action, of the proposed Settlement, of Class Members’ right to receive their share of the Settlement,
19 of the scope and effect of the Settlement’s Released Class Claims, of the preliminary Court approval
20 of the proposed Settlement, of exclusion and objection timing and procedures, of the procedure for
21 challenging the estimated number of relevant workweeks and pay periods based on Defendant’s
22 records, of the date and location of the Final Approval Hearing, and of the right to file
23 documentation in opposition to the Settlement and to appear in connection with the Final Approval
24 Hearing. Class Members had adequate time to consider this information and to use the procedures
25 identified in the Notice. The Court finds and determines the notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of Class Members. The Court finds
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1 and determines the Notice provided in the Action was the best notice practicable, which satisfied
2 the requirements of law and Due Process.

3 4. In response to the Notice of Settlement, [REDACTED] Class Members objected to the
4 Settlement and [REDACTED] Class Members submitted a Request for Exclusion from the Settlement.

5 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted
6 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
7 the notice requirements of the Private Attorneys General Act ("PAGA"), California Labor Code §
8 2699(l).

9 6. The Court finds the Settlement is fair, adequate and reasonable when balanced
10 against further litigation related to liability and damages issues. The Court further finds the Parties
11 have conducted significant investigation, informal discovery, research and litigation such that Class
12 Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time.
13 The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs
14 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
15 Court further finds that the Parties reached the Settlement as the result of reasonable, serious and
16 non-collusive, arms-length negotiations through experienced Class Counsel and Defense Counsel
17 with the assistance of an experienced neutral mediator. Thus, the Court approves the Settlement set
18 forth in the Settlement Agreement and finds the Settlement is, in all respects, fair, adequate and
19 reasonable and directs the Parties to effectuate the Settlement according to its terms.

20 7. The Court hereby orders the Settlement Administrator to distribute the Individual
21 Settlement Payments to Class Members in accordance with the provisions of the Settlement.

22 8. For purposes of this Final Approval Order and for this Settlement only, the Court
23 hereby certifies the class of Class Members as defined in the Settlement Agreement.

24 9. Following the Effective Date, and per the terms of the Settlement Agreement, the
25 Court orders that Defendants shall fully fund the Gross Settlement Amount, and also fund
26 Defendants' share of employer-side taxes due on the portion of the Individual Settlement Payments
27 attributed to alleged lost wages per the terms of the Settlement Agreement by transmitting the funds
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1 to the Settlement Administrator as follows: The payment of Gross Settlement Amount of
2 \$2,545,000 and employer-side taxes due on the Individual Settlement payment shall be deposited
3 with the Settlement Administrator no later than 20 calendar days after the Effective Date.

4 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
5 confirms the appointment of Plaintiffs Tikyla Johnson and Salvatore Quintanilla as the class
6 representatives for the Class Members. Further, the Court finally approves the Service Award to
7 Plaintiffs, as fair and reasonable, in the amount of Ten Thousand Dollars (\$10,000) each, for a total
8 of Twenty Thousand Dollars (\$20,000). The Court hereby orders the Settlement Administrator to
9 distribute the Service Awards to Plaintiffs in accordance with the provisions of the Settlement.

10 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
11 confirms the appointment of Mashiri Law Firm, APC, The Jami Law Firm, P.C., and Koul Law
12 Firm, APC, as Class Counsel for the Class Members. Further, the Court finally approves a Class
13 Counsel Fees Award, as fair and reasonable, of thirty-five percent (35%) of the Gross Settlement
14 Amount (\$890,750). The Court finally approves a Class Counsel Costs Award as fair and
15 reasonable for actual costs of _____ (\$_____), which is not in excess of
16 the \$55,000 cap in the Settlement Agreement and will be paid entirely from the Gross Settlement
17 Amount. Class Counsel's receipt of the Attorneys' Fees and Costs Award shall fully satisfy all fees
18 and litigation costs incurred by Class Counsel that represented Plaintiffs, Class Members, and
19 PAGA Members in the Action. Defendants' payment of the Court-awarded attorneys' fees and
20 costs shall constitute full satisfaction of Defendants' obligation to pay any person, attorney, or law
21 firm for attorneys' fees, costs, and expenses incurred on behalf of the Plaintiffs, the Class Members,
22 and/or the PAGA Members in connection with the Settlement and Released Class Claims and
23 Released PAGA Claims. The Court hereby orders the Settlement Administrator to distribute the
24 Attorneys' Fees and Costs Award payments to Class Counsel in accordance with the provisions of
25 the Settlement.

26 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
27 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
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administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and further finally approves Settlement Administration Costs, as fair and reasonable, of Fourteen Thousand Dollars (\$14,000).

13. The Court approves the payment of the PAGA Settlement Amount and finds that the payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$60,000 for its 75% share of the \$80,000 PAGA Award is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$20,000 of the PAGA Award is to be distributed to PAGA Members in conformity with the terms of the Settlement.

14. As of the Effective Date, PAGA Members and Plaintiffs, on behalf of themselves and the State of California, will be bound by the release of the Released PAGA Claims for the duration of the PAGA Period and will receive a share of the PAGA Award, notwithstanding any request to opt-out of the Class Claims. As of the Effective Date, Plaintiffs, the State of California, and all PAGA Members, are hereby forever barred and enjoined from prosecuting the Released PAGA Claims for the duration of the PAGA Period against Defendants and the Released Parties. The “Released PAGA Claims” means all claims for civil penalties under PAGA, California Labor Code sections 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts alleged in Plaintiffs’ Complaints and PAGA Notices during the PAGA Period.

15. As of the Effective Date, Participating Class Members release the Released Parties from all Released Class Claims for the duration of the Class Period. “Released Parties” means Defendants, their past or present officers, directors, employees, partners, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any. The “Released Class Claims” include all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints filed in the Actions during the Class Period, including claims for violation of: (1) Failure to Pay All Hours Worked, Including Overtime Hours Worked pursuant to California

1 Labor Code sections 200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 246, 510, 511, 558,
2 1194, 1197, 1197.1, 1198; (2) Improper Calculation of Regular Rate of Pay pursuant to California
3 Labor Code sections 218, 246, 510, and 1194; (3) Failure to Pay All Wages Owed Twice Per Month
4 pursuant to California Labor Code sections 204 and 210; (4) Failure to Pay Minimum Wage
5 pursuant to California Labor Code sections 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198,
6 and 1199; (5) Failure to Provide Rest Breaks pursuant to California Labor Code sections 226, 226.7,
7 512, 558, and 1198; (6) Failure to Provide Proper Cool-Down Rest Periods pursuant to California
8 Labor Code sections 226.7 and 1198; (7) Failure to Provide Uninterrupted Meal Breaks pursuant
9 to California Labor Code sections 226, 226.7, 512, 558, and 1198; (8) Failure to Reimburse for
10 Required Business Expenses pursuant to California Labor Code sections 1198 and 2802; (9) Failure
11 to Pay Wages Due Upon Termination pursuant to California Labor Code sections 201, 202, 203,
12 and 256; (10) Failure to Provide Accurate Itemized Wage Statements and Violation of Record
13 Keeping Requirements pursuant to California Labor Code sections 226, 1174, and 1174.5; (11)
14 Unlawful Business Practices Pursuant to California Business and Professions Code section 17200,
15 et seq.; and (12) Private Attorneys General Act Penalties pursuant to California Labor Code section
16 2699, based on the foregoing claims in addition to claims for Failure to Properly Calculate and Pay
17 Sick Leave Wages pursuant to California Labor Code section 246, Failure to Provide Safe Working
18 Conditions pursuant to California Labor Code sections 1198 and Wage Orders, and Failure to
19 Provide a Place of Employment that Is Safe and Healthful pursuant to California Labor Code
20 sections 6400, 6401, 6402, 6403, 6404, and 6407.

21 16. In consideration for the promises and payments set forth in the Settlement
22 Agreement, to which Plaintiffs are otherwise not entitled, Plaintiffs Tikyla Johnson and Salvatore
23 Quintanilla release and discharge a Complete and General Release and a 1542 Waiver to the
24 Released Parties, and each of them, upon the Effective Date occurring as provided in the Settlement
25 Agreement.

1 17. After Settlement administration has been completed in accordance with the
2 Settlement Agreement, and in no event later than one year after the Effective Date, the Parties shall
3 file a report with this Court certifying compliance with the terms of the Settlement.

4 18. Neither this Final Approval Order, the Settlement Agreement, nor any document
5 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
6 as, or may be used as an admission by or against any Defendant or any of the other Released Parties
7 of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the
8 validity of any claims in the Action or of any wrongdoing by any Defendant or any of the other
9 Released Parties. The entering into or carrying out of the Settlement Agreement, and any
10 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
11 evidence of, an admission or concession with regard to the denials or defenses by any Defendant
12 or any of the other Released Parties and shall not be offered in evidence against any Defendant or
13 any of the Released Parties in any action or proceeding in any court, administrative agency or other
14 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval
15 Order, the Settlement Agreement, or any related agreement or release. Notwithstanding these
16 restrictions, any of the Released Parties may file in the Action or in any other proceeding this Final
17 Approval Order, the Settlement Agreement, or any other papers and records on file in the Action
18 as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release,
19 waiver or other theory of claim preclusion, issue preclusion or similar defense.

20 19. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
21 and in accordance with the terms set forth in the Settlement Agreement.

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20. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated:_____

HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT