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THE PACIFIC CLUB

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

ZENAIDA CRUZ BARAJAS, individual and  
class representative on behalf of herself and all  
other similarly situated non-exempt former and  
current employees,

Plaintiffs,

vs.

THE PACIFIC CLUB, a California  
Corporation; KATHRYN SMITH, an  
individual; and DOES 1 through 100, inclusive,

Defendants.

) Case No. 30-2022-01289912-CU-OE-CXC  
)  
) Assigned for All Purposes To:  
) Judge: William D. Claster  
) Dept: CX101  
)

) **JOINT STIPULATION OF SETTLEMENT**  
) **AND RELEASE OF CLASS AND PAGA**  
) **ACTIONS**

) Action Filed: November 1, 2022  
)  
)  
)

This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement”) is made and entered into between Plaintiff Zenaida Cruz Barajas (“Plaintiff”), individually and on behalf of the proposed Settlement Class, the State of California, the Labor and Workforce Development Agency, and allegedly aggrieved employees (defined below), and defendant The Pacific Club (“Defendant”). This Agreement is subject to approval of the Court, pursuant to the California Rules of Court (“CRC”), Rule 3.769(c), (d) and (e), and California Labor Code § 2698 et seq. and made for the sole purpose of attempting to consummate settlement of the Action (as defined below) on a class-wide and representative basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of the Class and PAGA Settlement (as defined below) and enter judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

## 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 Action. “Action” shall mean: (a) the lawsuit titled *Zenaida Cruz Barajas v. The Pacific Club, et al.*, Case No. 30-2022-01289912-CU-OE-CXC, pending in the Superior Court of California, County of Orange, and (b) the notice letter sent to the Labor and Workforce Development Agency (“LWDA”) on or about October 17, 2022 alleging violations of the Labor Code premised upon similar theories of liability, including, but not limited to, alleged violations of Labor Code sections 201-204, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197 and 1198 (“PAGA Letter”). The Complaint alleges the following causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (10) unfair

1 and unlawful business practices. Plaintiff will file a First Amended Complaint to include all  
2 Released Class Claims and Released PAGA Claims (both defined below).

3 1.2 **Administration Expenses.** “Administration Expenses” shall mean the amount that  
4 will be paid to the Settlement Administrator for the administration of this Settlement in an amount  
5 not to exceed Ten Thousand Dollars (\$10,000.00).

6 1.3 **Class Counsel.** “Class Counsel” shall mean Grant Savoy and Shoham Solouki of  
7 Solouki Savoy, LLP, 316 E. 2nd Street, Suite 1200, Los Angeles, CA 90012.

8 1.4 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees  
9 and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject  
10 to approval by the Court at the time of the Final Approval and Fairness Hearing (as defined below).

11 1.5 **Class List and Data.** “Class List and Data” shall mean the information for each  
12 Settlement Class Member that Defendant shall compile from their business records and provide to  
13 the Administrator for purposes of providing notice of the Settlement to the Settlement Class. The  
14 Class List and Data shall be in a readable, ready to use, Microsoft Excel spreadsheet, which will  
15 provide the following information for each Settlement Class Member: (a) full name; (b) last-known  
16 mailing address; (c) telephone numbers; (d) Social Security Number; (e) number of pay periods  
17 worked during the PAGA Period; and (f) number of workweeks worked during the Class Period.

18 1.6 **Class Period.** “Class Period” shall mean the period from November 1, 2018  
19 through the date of preliminary approval.

20 1.7 **Class Representative.** “Class Representative” shall mean Plaintiff.

21 1.8 **Court.** “Court” shall mean the Superior Court of California, County of Orange.

22 1.9 **Defendant.** “Defendant” shall mean The Pacific Club.

23 1.10 **Defense Counsel.** “Defense Counsel” shall mean David Hagopian and Garrett  
24 Jensen of CDF Labor Law, LLP, 18300 Von Karman Ave., Irvine, CA 92612.

25 1.11 **Effective Date.** “Effective Date” shall be the later of the time when: (a) the date of  
26 final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the  
27 denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of  
28 the Judgment following review pursuant to that grant; (b) the date of final dismissal of any appeal

from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part; (c) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (d) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.12 **Employee's Taxes and Required Withholding.** "Employee's Taxes and Required Withholding" shall mean the Participating Settlement Class Member's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the portion of the Participating Settlement Class Member's Individual Settlement Payment that constitutes wages.

1.13 **Employer's Taxes.** "Employer's Taxes" shall mean and refer to Defendant's share of corporate, federal, state, and/or local payroll taxes that is owed on the portion of the Participating Settlement Class Member's Individual Settlement Payment that constitutes wages. The Employer's Taxes shall be separately paid by Defendant in addition to the Gross Settlement Amount.

1.14 **Final Approval and Fairness Hearing.** "Final Approval and Fairness Hearing" shall mean the final hearing held to consider the Class reaction to notice of the Settlement, and to ascertain the fairness, reasonableness, and adequacy of the Class Settlement. At this hearing, the Court will consider Class Counsel's application for the Class Counsel's Attorneys' Fees and Expenses, the Administration Expenses, the Enhancement Payment to Plaintiff, and approval of the PAGA Payment.

1.15 **Final Approval Date.** "Final Approval Date" shall mean the date upon which the Court enters an order granting final approval of the Class Action Settlement and enters Judgment.

1.16 **Gross Settlement Amount.** "Gross Settlement Amount" means the agreed upon settlement amount totaling Two Hundred and Twenty- Five Thousand Dollars (\$225,000), to be paid by Defendant in full settlement of the Released Class Claims and Released PAGA Claims

asserted in this case, which includes the Administration Expenses to the Settlement Administrator, Employee's Taxes and Required Withholdings, Class Counsel's Attorneys' Fees and Expenses, the Enhancement Payment to Plaintiff, PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is non-reversionary, meaning no amount will revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount (excluding the employer's share of payroll taxes on the "wages" portion of the settlement for Participating Settlement Class Members). The Parties agree that Code of Civil Procedure section 384 does not apply to this Settlement and the amount of any uncashed checks will be deposited to The Pacific Club Scholarship Fund (administered by Orange County Community Foundation) to be used for educational scholarships for nonexempt employees of Defendant and their families.

1.17 **Individual Settlement Payment.** "Individual Settlement Payment" means the proportionate share of the Net Settlement Amount to be distributed to each Participating Class Member based on the number of his or her Workweek Total during the Class Period and the number of his or her Pay Periods Worked during the PAGA Period in relation to the aggregate number of Weeks Worked by all Participating Settlement Class Members, and Pay Periods by all PAGA Members, respectively, less any Employee's Taxes and Required Withholdings.

1.18 **Net Settlement Amount.** "Net Settlement Amount" or "NSA" shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Class Counsel's Attorneys' Fees and Expenses, Administration Expenses, Enhancement Payment to Plaintiff, and PAGA Payment.

1.19 **Notice Packet.** "Notice Packet" means the Notice of Class Action Settlement advising Class Members of the Settlement and their options under the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Notice Packet.

1.20 **Opt-Out.** "Opt-Out(s)" shall mean a Class Member's timely and valid request for exclusion from the Settlement Class portion of the Settlement in accordance with the terms of this Agreement and as set forth in the Notice Packet. If a Settlement Class Member validly and timely opts out of the Class portion of the Settlement, to the extent the Settlement Class Member is eligible as a PAGA Member, they will still receive a portion of the PAGA penalty payment

allocated to the PAGA Members based on the number of Pay Periods employed during the PAGA Period and will release the claims alleged under PAGA.

1.21 **PAGA.** PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

1.22 **PAGA Member(s):** “PAGA Member(s)” means all current and former hourly-paid employees who worked for Defendant within the State of California at any time during the PAGA Period.

1.23 **PAGA Payment:** “PAGA Payment” shall mean allocation of Twenty-Five Thousand Dollars (\$25,000) to be paid from the Gross Settlement Amount, designated by the Parties as PAGA civil penalties, seventy-five percent (75%) of which (\$18,750.00) shall be remitted to the LWDA for its statutorily set portion of the PAGA penalties (“LWDA Payment”) and the remaining twenty-five percent (25%) (\$6,250.00) shall be distributed to the PAGA Members on a proportionate basis based on the number of Pay Periods employed during the PAGA Period.

1.24 **PAGA Period.** “PAGA Period” means the period from October 17, 2021 to the date of preliminary approval.

1.25 **Participating Settlement Class Member(s).** “Participating Settlement Class Members” shall mean Settlement Class Members who do not timely and validly opt-out of the Settlement Class in the manner set forth in this Agreement and described in the Notice Packet.

1.26 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendant.

1.27 **Pay Period Total.** “Pay Period Total” means the number of pay periods a PAGA Member worked during the PAGA Period.

1.28 **Plaintiff.** “Plaintiff” shall mean Plaintiff Zenaida Cruz Barajas.

1.29 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Agreement, conditionally certifying the Class, approving the Notice Packet, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel as Class Counsel, and CPT Group as the Settlement Administrator, and setting a Final Approval Hearing date.

1.30 **Released Class Claims.** “Released Class Claims” shall mean all claims, rights, demands, liabilities, damages, penalties, attorneys’ fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (10) unfair and unlawful business practices.

1.31 **Released PAGA Claims.** “Released PAGA Claims” or “PAGA Released Claims” shall mean all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff’s Complaint, letter to LWDA dated October 17, 2022 and FAC. This includes theories under Labor Code sections 201-204, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197 and 1198, including theories for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. The PAGA Released Claims will bind the PAGA Members even if they timely and validly opt out of the Settlement Class.

1.32 **Released Parties.** “Released Parties” shall mean Defendant and its officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, including but not limited to Kathryn Smith and any of Defendant’s former and present parents, subsidiaries, successors, and affiliates, and

1 their officers, directors, managers, owners, executives, partners, employees, shareholders, agents,  
2 attorneys, and any other successors, assigns, or legal representatives.

3 1.33 **Response Deadline.** “Response Deadline” shall mean forty-five (45) calendar days  
4 following the date on which the Settlement Administrator first mails the Notice Packet to all  
5 Settlement Class Members. Settlement Class Members who receive a remailed Notice Packet  
6 fifteen (15) days or less before the Response Deadline shall have fifteen (15) days from the date the  
7 Notice Packet is remailed to postmark an Opt-Out request, object to the Agreement, or dispute the  
8 information on which their Individual Settlement Payment is calculated.

9 1.34 **Settlement.** “Settlement” shall mean the settlement, which is memorialized in this  
10 Agreement, including any attached exhibits, and subject to Court approval.

11 1.35 **Settlement Administrator.** “Settlement Administrator” shall mean CPT Group, the  
12 third-party settlement administrator selected by the Parties and to be approved by the Court, which  
13 the Parties have agreed will be responsible for administration of the Settlement and related matters.  
14 The qualifications and experience of the Settlement Administrator will be provided pursuant to a  
15 declaration submitted by the Settlement Administrator that will be filed concurrently with  
16 Plaintiff’s motion for preliminary approval. The Administration Expenses are estimated to not  
17 exceed Ten Thousand Dollars (\$10,000.00).

18 1.36 **Settlement Class.** “Settlement Class” shall mean all current and former hourly-paid  
19 employees who worked for Defendant within the State of California at any time during the Class  
20 Period.

21 1.37 **Settlement Class Member.** “Settlement Class Member” means a member of the  
22 Settlement Class. If the Class Member is incompetent or deceased, the individual’s legal guardian,  
23 executor, heir, or successor-in-interest, may submit the proper documentation to the Administrator  
24 to claim such Settlement Class Member’s Individual Settlement Payment.

25 1.38 **Workweek Total.** “Workweek Total” means any workweek during the Class  
26 Period in which a Settlement Class Member worked at least one day in that workweek.

1 **2. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2 2.1 On or about November 1, 2022, Plaintiff filed the Action titled *Zenaida Cruz*  
3 *Barajas v. The Pacific Club, et al.*, Case No. 30-2022-01289912-CU-OE-CXC, in the Superior  
4 Court of California, County of Orange.

5 2.2 On October 17, 2022, Plaintiff submitted a letter to the California Labor and  
6 Workforce Development Agency alleging violations of the Private Attorneys General Act,  
7 California Labor Code section 2698, et seq. ("PAGA"), alleging similar violations to those alleged  
8 in the Action, including but not limited to alleged violations of Labor Code sections 201-204, 226,  
9 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197 and 1198.

10 2.3 The Parties agreed to explore the possibility of a mediation. Upon agreement to  
11 attend mediation and to prepare for a meaningful and informed session, Class Counsel requested,  
12 and Defense Counsel produced, time and payroll records, relevant policies, and information  
13 regarding the putative class and the potentially aggrieved employees.

14 2.4 With sufficient discovery conducted to evaluate the viability of the claims and  
15 theories alleged, and Defendant's potential liability on class wide and PAGA bases and its  
16 defenses, on March 21, 2024, the Parties participated in an all-day mediation with Todd Smith  
17 Esq., an experienced and respected mediator of wage and hour class and PAGA actions. During  
18 mediation the Parties agreed to settle the Action.

19 2.5 The Parties and their respective counsel believe this Agreement reflects a fair,  
20 adequate, and reasonable settlement of the Action and have arrived at this Agreement because of  
21 arm's-length negotiations, facilitated by an experienced and neutral mediator, considering all  
22 relevant factors, present and potential.

23 **3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF CLASS**  
24 **SETTLEMENT**

25 3.1 The investigation and extensive exchange of information in this matter, as well as  
26 discussions between counsel have been adequate to give Class Counsel an understanding of the  
27 merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement  
28 Class. The information and data exchanged by the Parties prior to and during mediation and

1 settlement negotiations are sufficient to reliably assess the merits of the Parties' respective  
2 positions and to compromise the issues on a fair and equitable basis.

3         3.2     The Parties recognize and acknowledge the expense and delay of continued lengthy  
4 proceedings necessary to prosecute the Action against Defendant through trial and through appeals.  
5 Class Counsel have considered the uncertain outcome of the litigation, the risk of continued  
6 litigation in complex actions such as this, as well as difficulties and delays inherent in such  
7 litigation, the potential difficulty of obtaining certification of the Action, as well as trying the  
8 claims of the Settlement Class. Class Counsel believe that the Settlement set forth in this  
9 Agreement confers substantial benefits upon Plaintiff and the Settlement Class Members and that  
10 an independent review of this Agreement by the Court in the approval process will confirm this  
11 conclusion. Based on their own independent investigation and evaluation, Class Counsel have  
12 determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the  
13 Settlement Class Members.

14 **4. NO ADMISSION OF ANY LIABILITY AND CONDITIONAL CERTIFICATION.**

15         4.1     This Agreement represents a compromise and settlement of highly disputed claims.  
16 This Agreement does not constitute, is not intended to constitute, and will not be deemed to  
17 constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of  
18 the allegations or claims made against Defendant in the Action or the appropriateness of class or  
19 conditional certification. Defendant denies each and all of Plaintiff's allegations in their entirety  
20 and alleges that Plaintiff and all other Settlement Class Members were paid all wages owed,  
21 including straight time, minimum and overtime wages, were properly paid all for hours worked,  
22 received proper rest and meal breaks, received accurate itemized wage statements, were timely paid  
23 all wages due, timely received all pay due at termination, were reimbursed for all necessary  
24 business expenses, that Defendant did not engage in unfair or unlawful business practices, that  
25 Defendant kept accurate records, and otherwise complied with the law regarding Plaintiff's  
26 allegations.

27         4.2     Nothing in this Agreement nor any action taken or made in implementation thereof,  
28 nor any statements, discussions, or communications, nor any materials prepared, exchanged,

issued, or used during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. The Agreement may be used in any proceeding in the Court for the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered in connection therewith.

4.3 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement seeking certification of a class action and Defendant's agreement thereto is for purposes of the Settlement only. Solely for the purpose of this Agreement, including effectuating its terms, the Parties stipulate to conditional certification of the Settlement Class. If, for any reason, the Settlement is not approved, the stipulation for certification will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification or conditional certification of a collective action is proper under the standard applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that: (a) a class or representative action should be certified as Plaintiff proposed; or (b) Defendant is liable to Plaintiff or the Settlement Class Members as Plaintiff alleged. Further, neither this Agreement nor the Court's actions regarding this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification for purposes other than the settlement of this Action. If this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action, including, but not limited to, its ability to move to compel arbitration, raise defenses in opposition to certification, contest the merits of the claims and theories alleged, etc.

## **5. CLASS SETTLEMENT CONSIDERATION**

5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** Subject to terms and conditions of this Agreement, and subject to Court approval, the claims of all Settlement Class Members are settled for a Gross Settlement Amount of Two Hundred and Twenty-Five

1 Thousand Dollars (\$225,000.00). The Gross Settlement Amount and other actions and forbearances  
2 taken by Defendant shall constitute adequate consideration for the Settlement and will be made in  
3 full and final settlement of: (a) the Released Class Claims and Released PAGA Claims, (b) Class  
4 Counsel's Attorneys' Fees and Expenses, (c) Administration Expenses, (d) Enhancement Payment  
5 to Plaintiff; (e) PAGA Payment, and (f) the Individual Settlement Payments to Participating  
6 Settlement Class Members, and any other obligation of Defendant under this Agreement (other  
7 than the Employer's Taxes).

8       5.2     **Payments to Participating Settlement Class Members.** Each Participating  
9 Settlement Class Member shall be eligible to receive an Individual Settlement Payment based on  
10 their tenure, *i.e.*, the Workweek Total during the Class Period, in relation to the number of  
11 Workweeks Worked by all Participating Class Members. The Individual Settlement Payment will  
12 be subject to the Employee Taxes and Required Withholdings. Plaintiff and Participating  
13 Settlement Class Members who receive an Individual Settlement Payment pursuant to this  
14 Agreement shall be solely responsible for any and all other individual tax obligations associated the  
15 payment.

16       5.3     **Payments to PAGA Group Members.** Each PAGA Group Member shall be  
17 eligible to receive an Individual Settlement Payment based on their tenure, *i.e.*, the Pay Period  
18 Total, in relation to the number of PAGA Periods Worked by all PAGA Group Members. Plaintiff  
19 and Participating Settlement Class Members who receive an Individual Settlement Payment  
20 pursuant to this Agreement shall be solely responsible for any and all other individual tax  
21 obligations associated the payment.

22       5.4     **Allocation of Individual Settlement Payment.** The Parties agreement that the  
23 Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages and  
24 reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form  
25 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA  
26 Members' portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to  
27 be reported on an IRS form 1099. Defendant agrees to pay the Employer's Taxes on that portion of  
28

Individual Settlement Payment allocated to W-2 wages, which will be computed and paid by the Administrator, but funded separately and in addition to the Gross Settlement Amount.

5.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant (or its affiliates). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policies or bonus programs, if any. Defendant retains the right to modify the language of its benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendant does not consider the Individual Settlement Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendant (or its affiliates), if any.

5.6 **Class Counsel Attorneys' Fees and Expenses.** As part of the motion for final approval of the Settlement, Class Counsel may submit an application for an award of Class Counsel's Attorneys' Fees and Expenses with the fee portion not to exceed One-Third of the Gross Settlement Amount, and the award of reasonable, actual documented costs or expenses not to exceed Fifteen Thousand Dollars (\$15,000.00). Defendant agrees not to object to any such fee, cost, or expense application up to those amounts. As a condition of this Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this Section. Any Class Counsel Attorneys' Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the Class Counsel voluntarily reduces the request for Class Counsel's Attorneys' Fees

and Expenses or the Court's award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Class Counsel's Attorneys' Fees and Expenses approved by the Court shall encompass:

(a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.7 **Payment of Class Counsel's Attorneys' Fees and Expenses and Enhancement Payment.** Class Counsel's Attorneys' Fees and Expenses and Plaintiff's Enhancement Payment, as awarded by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

5.8 **Enhancement to Plaintiff.** Plaintiff's Counsel will request, and Defendant will not oppose, an Enhancement Payment of Ten Thousand Dollars (\$10,000) to Plaintiff, to be paid out of the Gross Settlement Payment. Should the Court award less than the requested amount, the difference shall revert to the Net Settlement Amount.

## **6. ADMINISTRATION COSTS AND EXPENSES**

6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to: (a) translating, formatting, and mailing the Notice Packet by first class U.S. Mail; (b) performing a National Change of Address Database ("NCOA") search to update Settlement Class Members' addresses prior to the initial mailing of the Notice Packets; (c) performing skip-traces to locate and update Settlement Class Members' address on the return of undelivered Notice Packets; (d) establishing a toll-free number and post office box for the receipt of Class Member communications; (e) processing Opt-Out requests (and sending those to counsel for Defendant), objections, and disputes; (f) calculating and distributing Individual Settlement Payments to Participating Settlement Class Members and the portion of the PAGA

Payment to PAGA Members; (g) tax reporting; (h) providing the Parties' counsel weekly status reports and declarations as needed and requested by the Parties or by the Court; and (i) performing any other tasks that are reflected within this Agreement. The Settlement Administrator, upon request, will send any Opt-Out forms received to Defense Counsel. The Administration Expenses shall be paid by the Settlement Administrator to the Settlement Administrator from the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

## **7. NOTICE TO CLASS MEMBERS**

7.1 **Notice to Class Members.** Within twenty-one (21) calendar days of Defendant receiving notice that the Court granted Preliminary Approval of the Settlement, Defendant shall electronically transmit the Class List and Data to the Settlement Administrator. This information will not be shared with and/or provided to Class Counsel. This confidentiality provision is in the best interest of the Settlement Class because it will reduce the likelihood of Settlement Class Members' personal information being leaked, thereby exposing them to identity theft. This confidentiality provision will not impede Class Counsel's ability to discharge their fiduciary duties.

Within ten (10) calendar days of receipt of the Class List and Data from Defendant and after the Settlement Administrator performs an NCOA search to update Settlement Class Members' addresses, the Settlement Administrator will mail by first-class U.S. Mail the Notice Packet. The exterior of the mailing envelope shall include the following words below the Administrator's address:

**IMPORTANT LEGAL DOCUMENT:  
You may get money from a Class Action  
Settlement; your prompt reply to correct a  
outdated address may be required.**

The Notice Packet will inform Settlement Class Members of the nature of the Action, the allegations made, the claims being settled, and releases to be given, the employment information on which their Individual Settlement Payment will be calculated, and of their right to request exclusion, to object, and to dispute the information on which their payments will be paid and the deadline for doing any of these acts. The Notice Packet will also inform Settlement Class Members of the date, time, and place set for the Final Approval and Fairness Hearing and will advise them

1 that they may appear at the Final Approval and Fairness Hearing without first submitting a written  
2 objection.

3       7.2     **Returned Notice Packet.** If a Notice Packet is returned to the Settlement  
4 Administrator with a forwarding address affixed to the front, the Settlement Administrator will  
5 resend the Notice Packet to the forwarding address affixed thereto. If a Notice Packet is returned  
6 because of an incorrect mailing address, without a forwarding address affixed, the Settlement  
7 Administrator will promptly, and not longer than three (3) days of receipt of the returned Notice  
8 Packet, search for a more current address by way of skip-trace using the Settlement Class  
9 Member's Social Security Number, and remail the Notice Packet to the Settlement Class Member  
10 if an updated address is located. The Settlement Administrator will be responsible for taking  
11 reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to  
12 with the Parties to trace the mailing address of any Settlement Class Member for whom a Notice  
13 Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include,  
14 at a minimum: (a) the tracking of all undelivered mail; (b) performing address searches for all mail  
15 returned without a forwarding address; and (c) promptly remailing to Settlement Class Members  
16 for whom new addresses are found. If the Notice Packet is remailed, the Administrator will note  
17 for its own records and notify to Counsel for the Parties of the date of each such re-mailing as part  
18 of a weekly status report provided to the Parties. Settlement Class Members who receive a remailed  
19 Notice Packet fifteen (15) days or less before the Response Deadline shall have fifteen (15) days  
20 from the date the Notice Packet is remailed to postmark an Opt-Out request, object to the  
21 Agreement, or dispute the information on which their Individual Settlement Payment is calculated.

22       7.3     **Disputing Information.** Settlement Class Members may dispute the information on  
23 which their Individual Settlement Payment are calculated by returning a written statement to the  
24 Settlement Administrator postmarked by the Response Deadline in the manner described in the  
25 Notice Packet. The Settlement Class Member must provide information, documents, or other  
26 evidence supporting his or her position.

27       Upon the timely receipt of a dispute, the Settlement Administrator will notify Defense  
28 Counsel in writing (email constitutes a writing for this purpose) of the dispute. Defendant's

1 records will be presumed determinative, absent information, documents, or other evidence to rebut  
2 Defendant's records, but the Settlement Administrator will evaluate the information submitted by  
3 the Class Member and decide as to the validity of such evidence.

4       7.4     Opt-Out Requests. The Notice Packet will provide that Settlement Class Members  
5 who wish to exclude themselves from the Settlement Class and Settlement must mail to the  
6 Settlement Administrator a written request for exclusion postmarked by the Response Deadline  
7 (and pursuant to the terms of the Response Deadline). The date of mailing on the envelope shall be  
8 deemed the exclusive means for determining if a request for exclusion was timely received.

9             (i)       To be valid, a request for exclusion must be timely and must comply with  
10 the instructions detailed in the Notice Packet, including providing: (1) the name and address of the  
11 Settlement Class Member; (2) a statement expressing that the Settlement Class Member elects to be  
12 excluded from the Settlement; (3) the last four (4) digits of their Social Security Number (for  
13 identity verification purposes only); and (4) a signature by the Settlement Class Member. If a  
14 question is raised about the authenticity of a signed request for exclusion, the Settlement  
15 Administrator will have the right to demand additional proof of the Settlement Class Member's  
16 identity.

17             (ii) A Settlement Class Member who submits a valid and timely Opt-Out request will  
18 not participate in or be bound by the Released Class Claims and the Judgment. However, should  
19 this individual be a PAGA Member, they will still receive a portion of the PAGA Payment  
20 allocated to the PAGA Members and will still be bound by the PAGA Released Claims. The  
21 Settlement Administrator will determine the individual PAGA payment by comparing the number  
22 of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of  
23 Pay Periods all PAGA Members were employed during the PAGA Period. In this instance, any  
24 Class Member who submits a valid and timely Opt-Out request and who is also a PAGA Member  
25 will only be bound by the PAGA Released Claims.

26             (iii) A Settlement Class Member who does not complete and mail a timely Opt-Out  
27 request in the manner and by the Response Deadline will become a Participating Settlement Class  
28 Member, will receive an Individual Settlement Payment, and will be bound by all terms and

conditions of the Settlement, including the Released Class Claims, if the Settlement is approved by the Court, and by the Judgment.

7.5 Defendant estimates that there are approximately 21,400 workweeks during the Class Period as of the date of mediation (March 21, 2024) ("Data Period Total"). If, as of March 21, 2024, the Data Period Total was actually more than 15% greater than that amount (so 24,611 or greater), Defendant will have the choice of (a) increasing the Gross Settlement Amount on a pro rata basis according to the number of compensable workweeks in excess of 24,610; or (b) ending the Class Period on the last day before the one-hundred and fifteen percent (115%) threshold is exceeded.

7.6 Objections to Settlement. The Notice Packet will provide instructions and the manner for submitting written objections to the Settlement and will indicate that only Participating Settlement Class Members may object to the Settlement. If a Settlement Class Member returns both a written objection and an Opt-Out request, the Opt-Out request will be invalidated, and the written objection will be accepted.

Written objections must be postmarked and returned to the Settlement Administrator no later than the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining if the written objection was timely. Written objections must be signed by the Settlement Class Member, state the last four (4) digits of their Social Security Number [for identity verification purposes only] and should set forth: (a) the full name and address of the objecting Settlement Class Member; (b) the grounds for each objection made; and (c) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Either or both Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel with this notice by the Response Deadline. Any Settlement Class Member who fails to submit a timely written objection or to present an objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement

whether by appeal or otherwise. Settlement Class Members are not required to submit written objections to be heard at the Final Approval Hearing.

## **8. FUNDING AND DISTRIBUTION**

8.1 **Funding of the Gross Settlement Amount and the Employer's Taxes.** The Settlement Administrator will calculate the Employer's Taxes and inform Defendant of the total amount of the Employer's Taxes due. The Administrator shall also provide Defendant with its bank wire instructions to establish the Qualified Settlement Fund ("QSF").

Within fifteen calendar (15) days (or the next available business day if the 15<sup>th</sup> day occurs on a weekend) of the Effective Date, Defendant shall transmit the Gross Settlement Amount of Two Hundred, Twenty Five Thousand Dollars (\$225,000.00) and the Employer's Taxes to the Settlement Administrator to pay: (a) the Class Counsel's Attorneys' Fees and Expenses, as approved by the Court; (b) the Administrative Expenses, as approved by the Court; (c) the PAGA Payment, as approved by the Court; (d) the Enhancement Payment to Plaintiff, and (e) the remaining Net Settlement Amount to be distributed entirely to Participating Class Members on a proportionate basis. To the extent Participating Settlement Class Members worked during the PAGA Period, they will receive a proportionate share of the PAGA Payment available to PAGA Members. Defendant shall not be obligated to pay more than Two Hundred, Twenty-Five Thousand Dollars (\$225,000.00) with the exception of the employer share of the payroll taxes and the possibility of section 7.5 above.

8.2 **Distribution of the Gross Settlement Amount.** Within thirty (30) calendar days of the Effective Date, the Administrator will calculate and pay to Participating Settlement Class Members their Individual Settlement Payments via first-class regular U.S. Mail. Within thirty (30) calendar days of the Effective Date, the Administrator will pay to Class Counsel the Court-awarded Class Counsel's Attorneys' Fees and Expenses and Plaintiff's Enhancement Payment; to the PAGA Members and LWDA the Court-approved PAGA Payment; and to the Administrator the Court-awarded Administration Expenses.

8.3 **Calculation of the Individual Settlement Payments.** Participating Class Members will receive a pro-rated share of the NSA based on the total number of weeks worked as a

Settlement Class Member any time during the Class Period, in relation to the aggregate number of weeks worked by all Participating Settlement Class Members, based on the following formula:

$$\text{Individual Settlement Payment} = \text{NSA} \times (\text{Individual's Workweek Total} \div \text{Aggregate Weeks Worked by all Participating Settlement Class Members During the Class Period})$$

The Pay Period Total (if applicable) and Workweek Total will be inserted into each individual's Notice Packet.

If a Settlement Class Member is also a PAGA Member, they will also receive a proportionate share of Six Thousand and Two-Hundred and Fifty Dollars (\$6,250.00) (25% of the PAGA Payment), in addition to the Individual Settlement Payment, based on the following formula:

$$\text{Individual PAGA payment} = \$6,250.00 \times (\text{Individual's Pay Period Total} \div \text{Aggregate Pay Periods Worked by all PAGA Members During the PAGA Period})$$

Defendant shall have no responsibility for deciding the accuracy of the Individual Settlement Payments or any other payments made pursuant to this Agreement. Furthermore, as the Settlement Administrator shall calculate the Employer's Taxes and Required Withholdings, and reporting such amounts to the appropriate governmental authorities, Defendant shall have no responsibility for the determination or payment of Employee's Taxes and Required Withholdings. The Notice Packet will inform Settlement Class Members that they will be solely responsible for any and all tax obligation associated with their respective Individual Settlement Payments.

8.4 **Time for Payment of Taxes and Required Withholding and Individual**

**Settlement Payments.** The Settlement Administrator shall make every effort to pay the Employee's Taxes and the Required Withholding associated with each Participating Settlement Class Member's Individual Settlement Payment as required by law upon the mailing of the Participating Settlement Class Member's Individual Settlement Payments. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which Employee's Taxes and Required Withholding shall be paid.

8.5 **Non-Cashed Settlement Checks.** Participating Settlement Class Members and PAGA Group Members shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days shall be deposited with The Pacific Club Scholarship Fund (administered by Orange County Community Foundation) to be used for educational scholarships for nonexempt employees of Defendant and their families.

8.6 **Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator shall distribute to the LWDA the PAGA Payment approved by the Court no later than thirty (30) calendar days after the Effective Date.

## **9. NULLIFICATION OF THIS AGREEMENT**

9.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement and conditional class certification shall be considered null and void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. If the Court awards less than the requested amounts for Administration Expenses, Class Counsel's Attorneys' Fees and Expenses, the Enhancement Payment to Plaintiff, or PAGA Payment, the difference shall become part of the Net Settlement Amount.

9.2 **Parties' Right to Void Class Settlement.** If seven and a half percent (7.5%) or more of the Settlement Class Members opt out, Defendant may, at their election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within twenty-one (21) calendar days after the Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, Defendant shall be responsible for all costs of the administration accrued to that point.

Defendant also have the right to withdraw from the Settlement if the Court: (1) does not approve the material terms set forth in this Agreement after efforts to satisfy the Court's concerns are made by the Parties; (2) does not conditionally certify the Settlement Class; (3) does not conditionally certify a class releasing the Released Class Claims; or (4) does not grant final approval of the Settlement or enter Judgment. If this occurs, the Parties will be restored to their positions as of the date prior to the Agreement being fully executed, and they shall be equally responsible for all costs of Administration accrued to that point.

9.3 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

9.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

## **10. MOTION FOR COURT APPROVAL**

10.1 **Preliminary Approval.** Class Counsel will submit this Agreement to the Court along with a Motion for Order Granting Preliminary Approval of the Settlement. Each Party shall cooperate to present the Settlement to the Court for preliminary approval in a timely fashion. Prior to the filing of the Preliminary Approval Motion, Class Counsel will provide the Preliminary Approval Motion to Defendant for review and comment, no less than 7 days prior to filing.

10.2 **Final Approval.** Following the close of the Response Deadline, and upon a date set by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court for the entry of the final order certifying the Class for settlement purposes only and approving the Settlement as being fair, reasonable and adequate to the Participating Settlement Class Members within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and California Rule of Court 3.769(h). Class Counsel and/or Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's consideration in ruling on the motion.

11. RELEASES AND WAIVERS

11.1 Release of Claims by Plaintiff and the Participating Class Members.

Upon the mailing of the Gross Settlement Amount, Plaintiff and Settlement Class Members will be bound by the Judgment entered and will release the Released Parties, and each of them, of and from any and all Released Class Claims for the Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Class Claims during the Class Period. Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release of Released Class Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payment constitutes payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that Labor Code Section 206.5 is not applicable to the Individual Settlement Payment. That section provides in pertinent part as follows:

**“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”**

11.2 Release by the LWDA, Plaintiff, and PAGA Members. Upon the mailing of the Gross Settlement Amount the LWDA, the State of California, Plaintiff, and the PAGA Members shall be deemed to have released the Released Parties, and each of them, of and from any and all PAGA Released Claims during the PAGA Period.

11.3 Release of Claims by Plaintiff. Plaintiff, on behalf of herself and her heirs, executors, administrators, and representatives, shall and does forever release, discharge and agrees to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may now have or may have after the signing of this Stipulation,

arising out of or in any way connected with her employment with Defendant including, the Released Class Claims and Released PAGA Claims, claims that were asserted or could have been asserted in the Complaint, Action, and any and all transactions, occurrences, or matters between the Parties. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on the theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiffs hereby forever releases, discharges and agrees to hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Stipulation.

Plaintiff acknowledges that she is aware and familiar with the provisions of section 1542 of the Civil Code, or any other similar provision under federal or state law, which provides:

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

Plaintiff, being aware of section 1542, hereby expressly waives and relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the funding of the Gross Settlement Amount, Plaintiff shall and hereby does fully, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery existence of such different or additional facts.

## **12. DUTIES OF THE PARTIES**

**12.1 Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

**12.2 Duty to Support and Defend the Settlement.** The Parties agree to abide by all the terms of the Settlement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

1 **13. MISCELLANEOUS PROVISIONS**

2 13.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for  
3 matters expressly represented herein, the facts in relation to the dispute and all claims released by  
4 the terms of this Agreement may turn out to be other than or different from the facts now known by  
5 each party and/or its counsel, or believed by such Party or counsel to be true, and each Party  
6 therefore expressly assumes the risk of the existence of different or presently unknown facts, and  
7 agrees that this Agreement shall be in all respects effective and binding despite such difference.

8 13.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have  
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
11 action, or right herein released and discharged except as set forth herein.

12 13.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be  
13 an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other  
14 Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or  
15 wrongdoing toward each other or any other person. Each of the Parties has entered into this  
16 Agreement with the intention to avoid further disputes and litigation with the attendant  
17 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by  
18 Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action.  
19 Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in  
20 this Action, including but not limited to claims for unpaid wages under California and/or federal  
21 law. Nothing herein shall constitute an admission by Defendant that the Action was properly  
22 brought as a class or representative action other than for settlement purposes. To the contrary,  
23 Defendant has denied and continues to deny each and every material factual allegation and all  
24 Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement,  
25 and all acts performed or documents executed pursuant to or in furtherance of this Agreement or  
26 the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence  
27 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual  
28 allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be

used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

13.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to limit public comment on this Class Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Neither Plaintiff nor Defendant shall initiate public comment and/or discuss with or present to the media or press.

13.5 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal obligation not to retaliate against any Settlement Class Member who elects to participate in the Settlement or elects to Opt-Out of the Class. Defendant will refer any inquiries regarding this Settlement to the Administrator or to Class Counsel and will not discourage, directly or indirectly, Class Members from opting out or objecting to the Settlement.

13.6 **Construction.** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.7 **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.8 **Notices.** Except for the mailing of the Notice Packet to Settlement Class Members by the Administrator, any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in person to the Party or their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery addressed to the address of the Party appearing in this Agreement.

13.9 **Captions and Interpretations.** Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

13.10 **Modification.** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

13.11 **Integration Clause.** This Agreement contains the entire agreement between the Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as provided above.

13.12 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

13.13 **Corporate Signatories.** Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

13.14 **Execution in Counterparts.** This Agreement shall become effective upon its execution by all the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.15 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided for herein, each Party shall bear their, her or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Agreement.

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on  
2 the date below their signatures of their representatives. The date of the Agreement shall be the date  
3 of the latest signature.

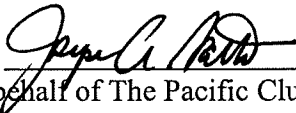
4  
5 August 16, 2024

CDF LABOR LAW LLP



6  
7 By: \_\_\_\_\_  
8 David G. Hagopian,  
9 Counsel for The Pacific Club

10  
11 August 15, 2024

12  
13 By:  \_\_\_\_\_  
14 on behalf of The Pacific Club

15  
16 August \_\_\_\_, 2024

SOLOUKI | SAVOY LLP

17  
18 By: \_\_\_\_\_  
19 Shoham J. Solouki  
20 Grant Joseph Savoy  
21 Counsel for Plaintiff Zenaida Cruz Barajas

22  
23 August \_\_\_\_, 2024

24  
25 By: \_\_\_\_\_  
26 Zenaida Cruz Barajas, Plaintiff

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on  
2 the date below their signatures of their representatives. The date of the Agreement shall be the date  
3 of the latest signature.

4  
5 August \_\_, 2024

CDF LABOR LAW LLP

6  
7 By: \_\_\_\_\_  
8 David G. Hagopian,  
9 Counsel for The Pacific Club

10  
11 August \_\_, 2024

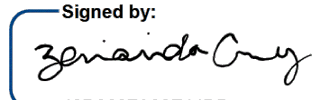
12 By: \_\_\_\_\_  
13 on behalf of The Pacific Club

14 8/13/2024  
15 August \_\_, 2024

SOLOUKI | SAVOY LLP

16 Signed by:  
17   
18 By: \_\_\_\_\_  
19 36A40AECD1C647E  
20 Shoham J. Solouki  
21 Grant Joseph Savoy  
22 Counsel for Plaintiff Zenaida Cruz Barajas

23 8/14/2024  
24 August \_\_, 2024

25 Signed by:  
26   
27 By: \_\_\_\_\_  
28 48D2627A23F44B5  
Zenaida Cruz Barajas, Plaintiff