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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

STEPHANY ORTEGA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BA2, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV35633

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

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: November 10, 2022

Trial Date: None

1 This Class and PAGA Settlement Agreement (“Agreement”) is made and entered into by
2 and between Plaintiff Stephany Ortega (“Plaintiff”) and Defendant BA2, LLC (“Defendant”).
3 Plaintiff and Defendant are collectively referred to as the “Parties,” and individually as a “Party.”

4 **1. DEFINITIONS**

5 1.1. “Action” means the plaintiff’s lawsuit alleging wage and hour violations against Defendant,
6 captioned *Ortega v. BA2, LLC*, Case No. 22STCV35633, initiated on November 10, 2022, and
7 pending in the Superior Court of the State of California, County of Los Angeles; and separate
8 representative action for civil penalties under the California Labor Code Private Attorneys’ General
9 Act (“PAGA”), captioned *Ortega v. BA2, LLC*, et al., Case No. 23STCV07018, initiated on March
10 30, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

11 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have
12 agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
14 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval
16 of the Settlement.

17 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant as
18 non-exempt, hourly-paid employees during the PAGA Period in the State of California.

19 1.5. “Class” means all persons currently or formerly employed by Defendant as non-exempt,
20 hourly-paid employees during the Class Period in the State of California.

21 1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R.
22 Lazar of Bibiyan Law Group, P.C.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
24 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,
25 respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
27 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last
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1 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
2 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

3 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a
4 Participating Class Member or Non-Participating Class Member (including a Non-Participating
5 Class Member who qualifies as an Aggrieved Employee).

6 1.10. "Class Member Address Search" means the Administrator's investigation and search for
7 current Class Member mailing addresses using all reasonably available sources, methods and means
8 including, but not limited to, the National Change of Address database, skip traces, and direct contact
9 by the Administrator with Class Members.

10 1.11. "Class Notice" means the proposed NOTICE OF PROPOSED CLASS ACTION
11 SETTLEMENT AND DATE FOR FINAL COURT APPROVAL HEARING, to be mailed to Class
12 Members in English and Spanish in the form, without material variation, attached as Exhibit A and
13 incorporated by reference into this Agreement.

14 1.12. "Class Period" means the period from November 10, 2018, through March 21, 2026.

15 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action
16 seeking Court approval to serve as a Class Representative.

17 1.14. "Class Representative Service Payment" means the payment to the Class Representative for
18 initiating the Action and providing services in support of the Action.

19 1.15. "Court" means the Superior Court of California, County of Los Angeles.

20 1.16. "Defendant" means BA2, LLC dba 1933 Group.

21 1.17. "Defense Counsel" means Christopher B. Cato and Lisa A. Jordan of Gordon Rees Scully
22 Mansukhani, LLP.

23 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court
24 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is
25 final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
26 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
27 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
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1 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
2 appellate court affirms the Judgment and issues a remittitur.

3 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

4 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
5 the Settlement.

6 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

7 1.22. "Gross Settlement Amount" means Seven Hundred Thousand Dollars (\$700,000.00), which
8 is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph
9 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class
10 Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
11 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
12 Representative Service Payment, and Administrator's Expenses.

13 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
14 Net Settlement Amount calculated according to the number of Workweeks worked during the Class
15 Period.

16 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five
17 percent (25%) of the PAGA Penalties, calculated according to the number of PAGA pay periods
18 worked during the PAGA Period.

19 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

20 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
21 entitled, under Labor Code section 2699, subd. (i).

22 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under
23 Labor Code section 2699, subd. (i).

24 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
25 in the amounts approved by the Court: the LWDA PAGA Payment, Individual PAGA Payments,
26 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment, and Administration Expenses Payment. The remainder shall be paid to
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1 Participating Class Members as Individual Class Payments.

2 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement
3 by sending the Administrator a valid and timely Request for Exclusion.

4 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked
5 for Defendant for at least one day during the PAGA Period.

6 1.31. "PAGA Period" means the period from November 10, 2021 through the end of the Class
7 Period.

8 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

9 1.33. "PAGA Notice" means Plaintiff's notice to the California Labor and Workforce Development
10 Agency ("LWDA") dated November 10, 2022, submitted pursuant to California Labor Code section
11 2699.3.

12 1.34. "PAGA Penalties" means the total amount of Seventy Thousand Dollars (\$70,000.00) in
13 civil penalties allocated to the PAGA claim from the Gross Settlement Amount, of which seventy-
14 five percent (75%) (\$52,500.00) shall be paid to the LWDA and twenty-five percent (25%)
15 (\$17,500.00) shall be distributed to Aggrieved Employees on a pro rata basis.

16 1.35. "Participating Class Member" means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Settlement.

18 1.36. "Plaintiff" means Stephany Ortega, the named plaintiff in the Action.

19 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
20 Settlement.

21 1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
22 and Approval of PAGA Settlement.

23 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2
24 below.

25 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
26 below.

27 1.41. "Released Parties" means Defendant and each of its former and present directors, officers,
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1 shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and affiliates.

2 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
3 excluded from the Class Settlement signed by the Class Member.

4 1.43. "Response Deadline" means 45 calendar days after the Administrator mails the Class Notice
5 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
6 may mail: (a) Requests for Exclusion from the Settlement, or (b) his, her, or their Objection to the
7 Settlement. Class Members to whom the Class Notice is re-mailed after having been returned
8 undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response
9 Deadline.

10 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
11 Judgment.

12 1.45. "Workweek" means any week during which a Class Member worked for Defendant, for at
13 least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
14 termination dates (as applicable), excluding leave of absence dates (as applicable).

15 2. RECITALS

16 2.1. On November 10, 2022, Plaintiff Stephany Ortega commenced this Action by filing a wage-
17 and-hour class action complaint against Defendant BA2, LLC ("Defendant") alleging, among other
18 things: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide
19 meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement
20 violations; (7) failure to indemnify; (8) unfair competition. Defendant denies the allegations in the
21 Action, denies any failure to comply with applicable law, and denies any and all liability for the
22 claims asserted ("Class Action").

23 2.2. On November 10, 2022, Plaintiff provided written notice to Defendant and the California
24 Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3,
25 subdivision (a) by submitting a Private Attorneys' General Act ("PAGA") notice ("PAGA Notice").

26 2.3. On March 30, 2023, Plaintiff filed a representative action seeking civil penalties under the
27 Labor Code Private Attorneys' General Act of 2004 ("PAGA Action").

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1 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2 2.5. Prior to mediation, Plaintiff obtained informal and formal discovery: (a) Wage statements
3 and punch data for approximately 9% of the putative class members; (b) wage and hour policy
4 documents; (c) exemplar meal period waiver forms; (d) financial information for Defendants; and
5 (e) all documents pertaining to Plaintiff available to Defendants.

6 2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
7 *Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801* and *Kullar v. Foot Locker Retail,*
8 *Inc. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").*

9 2.7. On January 13, 2025, the Parties participated in a private mediation before Jason Marsili,
10 Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and
11 PAGA claims in the Action.

12 2.8. On January 29, 2026, the Parties stipulated to consolidate the Class Action and the PAGA
13 Action. On February 20, 2026, the Court ordered the Class Action and PAGA Action consolidated
14 and ordered the Class Action to be the lead case ("Action").

15 2.9. The Court has not granted class certification.
16

17 3. MONETARY TERMS

18 3.1. Gross Settlement Amount. Except as otherwise provided by this Agreement, Defendant
19 promises to pay Seven Hundred Thousand Dollars (\$700,000.00) as the Gross Settlement Amount,
20 unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all
21 employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant
22 has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline
23 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
24 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
25 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
26 will revert to Defendant.

27 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
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1 following payments from the Gross Settlement Amount, in the amounts specified by the Court in
2 the Final Approval:

3 3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than
4 \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment
5 the Class Representative is entitled to receive as a Participating Class Member). Defendant
6 will not oppose Plaintiff's request for a Class Representative Service Payment that does
7 not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for the Class
9 Representative Service Payment no later than sixteen (16) court days prior to the Final
10 Approval Hearing. If the Court approves a Class Representative Service Payment in an
11 amount less than the amount requested, the Administrator will retain the remainder in the
12 Net Settlement Amount. The Administrator will pay the Class Representative Service
13 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any
14 taxes owed on the Class Representative Service Payment.

15 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
16 percent (35%) of the Gross Settlement Amount, which is currently estimated to be
17 \$245,000.00, and a Class Counsel Litigation Expenses Payment of not more than
18 \$35,000.00. Defendant will not oppose requests for these payments provided they do not
19 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel
20 Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16)
21 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees
22 Payment and/or a Class Counsel Litigation Expenses Payment in an amount less than the
23 amount requested, the Administrator will allocate the remainder to the Net Settlement
24 Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's
25 Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or
26 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
27 Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS
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1 Form 1099s. Class Counsel assumes full responsibility and liability for any taxes owed on
2 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
3 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
4 regarding any division or sharing of any of these payments. There will be no additional
5 charge of any kind to either the Settlement Class Members or request for additional
6 consideration from Defendant for such work unless, Defendant materially breach this
7 Agreement, including any term regarding funding, and further efforts are necessary from
8 Class Counsel to remedy said breach, including, without limitation, moving the Court to
9 enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs
10 and expenses in amounts that are less than the amounts provided for herein, then the
11 unapproved portion(s) shall be a part of the Net Settlement Amount.

12 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
13 \$12,750.00 except for a showing of good cause and as approved by the Court. To the extent
14 the Administration Expenses are less or the Court approves payment less than \$12,750.00,
15 the Administrator will retain the remainder in the Net Settlement Amount.

16 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
17 dividing the Net Settlement Amount by the total number of Workweeks worked by all
18 Participating Class Members during the Class Period and (b) multiplying the result by each
19 Participating Class Member's Workweeks.

20 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each
21 Participating Class Member's Individual Class Payment will be allocated to
22 settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to
23 applicable tax withholdings and will be reported on an IRS Form W-2. The
24 remaining eighty percent (80%) of each Participating Class Member's Individual
25 Class Payment will be allocated to settlement of claims for penalties and interest
26 (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage
27 withholdings and will be reported on an IRS Form 1099. Participating Class
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Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$52,500.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties in an amount less than the amount requested, the Administrator will allocate the remainder to Participating Class Members on a pro rata basis as part of the Individual Class Payments. The Administrator will report the Individual PAGA Payments on IRS Form 1099s.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that there are 924 Class Members who collectively worked a total of 89,853 Workweeks worked by Class Members during the Class Period and 563 Aggrieved

1 Employees who worked a total of 30,797 PAGA Pay Periods.

2 4.2. Class Data. Not later than 30 days after execution of this agreement, Defendant will
3 simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel
4 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class
5 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
6 and restrict access to the Class Data to Administrator employees who need access to the Class Data
7 to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify
8 Class Counsel if it discovers that the Class Data omitted Class Member identifying information and
9 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
10 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
11 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
12 any issues related to missing or omitted Class Data.

13 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
14 Amount, and also fund the amounts necessary to fully pay Defendant's share of employer-side
15 payroll taxes, by transmitting the funds to the Administrator no later than June 8, 2027, or fifteen
16 (15) calendar days after Final Approval, provided there are no objections, appeals, or other delays
17 affecting finality.

18 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
19 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
20 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
21 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
22 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
23 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
24 precede disbursement of Individual Class Payments and Individual PAGA Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
27 postage prepaid. The face of each check shall prominently state the date (not less than 180
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1 days after the date of mailing) when the check will be voided. The Administrator will cancel
2 all checks not cashed by the void date. The Administrator will send checks for Individual
3 Class Payments to all Participating Class Members (including those for whom Class Notice
4 was returned undelivered). The Administrator will send checks for Individual PAGA
5 Payments to all Aggrieved Employees including Non-Participating Class Members who
6 qualify as Aggrieved Employees (including those for whom Class Notice was returned
7 undelivered). The Administrator may send Participating Class Members a single check
8 combining the Individual Class Payment and the Individual PAGA Payment. Before
9 mailing any checks, the Settlement Administrator must update the recipients' mailing
10 addresses using the National Change of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
12 Members whose checks are returned undelivered without United States Postal Service
13 ("USPS") forwarding address. Within seven (7) days of receiving a returned check the
14 Administrator must re-mail checks to the USPS forwarding address provided or to an
15 address ascertained through the Class Member Address Search. The Administrator need
16 not take further steps to deliver checks to Class Members whose re-mailed checks are
17 returned as undelivered. The Administrator shall promptly send a replacement check to any
18 Class Member whose original check was lost or misplaced, requested by the Class Member
19 prior to the void date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
21 Payment check is uncashed and cancelled after the void date, the Administrator shall
22 transmit the funds represented by such checks to the California Controller's Unclaimed
23 Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

25 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not
26 obligate Defendant to confer any additional benefits or make any additional payments to
27 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
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1 Agreement.

2 **5. RELEASE OF CLAIMS**

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

7 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
9 and discharge Released Parties from all claims, transactions, or occurrences through the date of this
10 Agreement, including, but not limited to: (a) Any claims, including for attorneys' fees and costs,
11 which Plaintiff now has, may have had, or may claim to have against the Released Parties arising
12 out of or related to Plaintiff's employment, or the cessation of her employment, with Defendant, or
13 any acts or omissions of the Released Parties, including, without limitation, any and all claims that
14 have or could have been asserted against Released Parties in this Action, and (b) any claims under
15 the Americans with Disabilities Act of 1990, Family and Medical Leave Act of 1993, Employee
16 Retirement Income Security Act of 1974, Civil Rights Act of 1991, Fair Labor Standards Act, Title
17 VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Age
18 Discrimination in Employment Act of 1967, as amended, the Older Workers' Benefit Protection
19 Act, Government Code, Fair Employment and Housing Act, Family Rights Act, Labor Code,
20 Business and Professions Code section 17200, *et seq.*, any amendments to any of these statutes, and
21 any other federal, state, or local statute, ordinance, regulation, or common law, and (c) all PAGA
22 claims that were, or reasonably could have been, alleged based on facts contained in the complaint
23 filed in the PAGA Action and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release
24 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
25 benefits, unemployment benefits, disability benefits, social security benefits, workers'
26 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
27 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
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1 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
2 Release shall be and remain effective in all respects, notwithstanding such different or additional
3 facts or Plaintiff's discovery of them.

4 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
5 of Plaintiff's Release only, and as it pertains to Defendant only, Plaintiff expressly waives
6 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California
7 Civil Code, which reads:

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

12 5.2. Release by Participating Class Members: For the duration of the Class Period, all
13 Participating Class Members, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
15 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
16 the facts stated in the complaint filed in the Class Action.

17 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
18 release any other claims, including claims for vested benefits, wrongful termination, violation of the
19 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
20 compensation, or claims based on facts occurring outside the Class Period.

21 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
22 Employees are deemed to release, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
24 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
25 based on the facts stated in the complaint filed in the PAGA Action and the PAGA Notice.

26 **6. MOTION FOR PRELIMINARY APPROVAL**

27 The Parties agree to jointly prepare and file a motion for preliminary approval
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1 (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for
2 Preliminary Approvals.

3 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of full execution
4 of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from
5 Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of
6 interest with the Administrator.

7 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft notice and
9 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the
10 Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code
11 section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and
12 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
13 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to
14 its willingness and competency to serve, operative procedures for protecting the security of Class
15 Data, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or
16 Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to
17 serve as Class Representative; (vi) a signed declaration from Class Counsel attesting to its
18 competency to represent the Class Members and to its compliance with the requirements of the
19 Private Attorneys General Act, including submission of required documents to the LWDA; (vii) a
20 redlined version of this Agreement showing all material modifications made to prior drafts; and
21 (viii) declarations averring that Plaintiff and Class Counsel are not aware of any other pending
22 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

23 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
24 expeditiously finalizing and filing the Motion for Preliminary Approval, obtaining a hearing date
25 for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of Preliminary
26 Approval. Class Counsel is responsible for providing the Administrator with a copy of the Court’s
27 Preliminary Approval Order.

1 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
3 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
4 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
5 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
6 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's
8 concerns.

9 7. SETTLEMENT ADMINISTRATION

10 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
11 Administration ("Apex") to serve as the Administrator and verified that, as a condition of
12 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
13 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and
14 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
15 Administrator other than a professional relationship arising out of prior experiences administering
16 settlements.

17 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
18 Identification Number for purposes of calculating payroll tax withholdings and providing reports to
19 state and federal tax authorities.

20 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
21 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
22 468B-1.

23 7.4. Notice to Class Members

24 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
25 shall notify Class Counsel that the list has been received and state the number of Class
26 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
28

1 after Preliminary Approval, the Administrator will send to all Class Members identified in
2 the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice
3 with Spanish translation, substantially in the form attached to this Agreement as Exhibit A.
4 The first page of the Class Notice shall prominently estimate the dollar amounts of any
5 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
6 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
7 amounts. Before mailing Class Notices, the Administrator shall update Class Member
8 addresses using the National Change of Address database.

9 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
10 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
11 any forwarding address provided by the USPS. If the USPS does not provide a forwarding
12 address, the Administrator shall conduct a Class Member Address Search, and re-mail the
13 Class Notice to the most current address obtained. The Administrator has no obligation to
14 make further attempts to locate or send Class Notice to Class Members whose Class Notice
15 is returned by the USPS a second time.

16 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
17 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days
18 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
19 notice is re-mailed. The Administrator will inform the Class Member of the extended
20 deadline with the re-mailed Class Notice.

21 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by, or otherwise
22 becomes aware of, any person who believes they should have been included in the Class
23 Data and should have received a Class Notice, the Parties shall promptly meet and confer
24 in good faith to determine whether such person should be included as a Class Member. If
25 the Parties agree that the person should be included, the person shall be deemed a Class
26 Member entitled to the same rights and obligations as other Class Members. The
27 Administrator shall then send a Class Notice to such person by email and/or overnight
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1 delivery, and such person shall have fifteen (15) calendar days from receipt of the Class
2 Notice, or the applicable deadline stated in the Class Notice, whichever is later, to exercise
3 any rights or options under this Agreement.

4 7.5. Requests for Exclusion (Opt-Outs).

5 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
6 must send the Administrator, by mail, a signed written Request for Exclusion not later than
7 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
8 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
9 Class Member or his/her representative that reasonably communicates the Class Member's
10 election to be excluded from the Settlement and includes the Class Member's name,
11 address and email address or telephone number. To be valid, a Request for Exclusion must
12 be timely postmarked by the Response Deadline.

13 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
14 to contain all the information specified in the Class Notice. The Administrator shall accept
15 any Request for Exclusion as valid if the Administrator can reasonably ascertain the
16 identity of the person as a Class Member and the Class Member's desire to be excluded.
17 The Administrator's determination shall be final and not appealable or otherwise
18 susceptible to challenge. If the Administrator has reason to question the authenticity of a
19 Request for Exclusion, the Administrator may demand additional proof of the Class
20 Member's identity. The Administrator's determination of authenticity shall be final and not
21 appealable or otherwise susceptible to challenge.

22 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits
24 and bound by all terms and conditions of the Settlement, including the Participating Class
25 Members' Releases under Paragraphs 5.2 and 5.4 of this Agreement, regardless of whether
26 the Participating Class Member actually receives the Class Notice or objects to the
27 Settlement.
28

1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
2 Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA
4 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
5 Members who are Aggrieved Employees are deemed to release the claims identified in
6 Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the
8 Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class
9 Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any)
10 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
11 by communicating with the Administrator via mail. The Administrator must encourage the
12 challenging Class Member to submit supporting documentation. In the absence of any contrary
13 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class
14 Notice are correct so long as they are consistent with the Class Data. The Administrator's
15 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
16 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
17 copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
18 Class Counsel and the Administrator's determination of the challenges.

19 7.7. Objections to Settlement

20 7.7.1. Only Participating Class Members may object to the class action components of the
21 Settlement and/or this Agreement, including contesting the fairness of the Settlement,
22 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment and/or Class Representative Service Payment.

24 7.7.2. Participating Class Members may send written objections to the Administrator, by
25 mail. In the alternative, Participating Class Members may appear in Court (or hire an
26 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
27 Participating Class Member who elects to send a written objection to the Administrator
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1 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus
2 an additional 14 days for Class Members whose Class Notice was re-mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
8 and use an internet website to post information of interest to Class Members including the
9 date, time and location for the Final Approval Hearing and copies of the Settlement
10 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice,
11 the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment and Class Representative Service Payment, the Final
13 Approval and the Judgment. The Administrator will also maintain and monitor an email
14 address and a toll-free telephone number to receive Class Member calls and emails.

15 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
16 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
17 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion,
18 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a)
19 the names and other identifying information of Class Members who have timely submitted
20 valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying
21 information of Class Members who have submitted invalid Requests for Exclusion; (c)
22 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

23 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
24 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
25 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
26 (whether valid or invalid) received, objections received, challenges to Workweeks and/or
27 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
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1 and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include
2 the Administrator's assessment of the validity of Requests for Exclusion and attach copies
3 of all Requests for Exclusion and objections received.

4 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
5 address and make final decisions consistent with the terms of this Agreement on all Class
6 Member challenges over the calculation of Workweeks and/or Pay Periods. The
7 Administrator's decision shall be final and not appealable or otherwise susceptible to
8 challenge.

9 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the
10 Motion for Final Approval of the Settlement, the Administrator will provide to Class
11 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due
12 diligence and compliance with all of its obligations under this Agreement, including, but
13 not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the
14 re-mailing of Class Notices, attempts to locate Class Members, the total number of
15 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
16 written objections and attach the Exclusion List. The Administrator will supplement its
17 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
18 responsible for filing the Administrator's declaration(s) in Court.

19 7.8.6. Final Report by Settlement Administrator. Not later than 14 days before the date by
20 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
21 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
22 suitable for filing in Court attesting to its due diligence and compliance with all of its
23 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,
24 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
25 locate Class Members, the total number of Requests for Exclusion from Settlement it
26 received (both valid or invalid), the number of written objections and attach the Exclusion
27 List. The Administrator will supplement its declaration as needed or requested by the
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1 Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
2 declaration(s) in Court.

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

4 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement,
5 there are 924 Class Members and 89,853 Total Workweeks during the Class Period.

6 8.1. Increase in Workweeks. Defendant represents that there are no more than 89,853 workweeks
7 during the Class Period. In the event the number of workweeks during the Class Period increases
8 by more than 10%, or 8,985 workweeks, then either: 1) the Gross Settlement Amount shall be
9 increased proportionally by the workweeks in excess of 98,838 workweeks multiplied by the
10 workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount
11 by 89,853 workweeks. The Parties agree that the workweek value amounts to \$7.79 per workweek
12 (\$700,000.00 Gross Settlement Amount / 89,853 workweeks). Thus, for example, should there be
13 103,330 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
14 \$34,992.68 ((103,330 workweeks – 98,838 workweeks) x \$7.79 per workweek); or 2) the Class
15 Period and PAGA Period will end on the date the number of workweeks reaches 98,838. Defendant
16 shall provide the Class Data to the administrator no later than 30 days after full execution of the
17 long form agreement. Defendant shall make its election regarding the above no later than 7 days
18 after receiving information from the administrator regarding the workweek count. Should Defendant
19 fail to make its election within the above timeframe, then option (1) shall automatically apply.

20 **9. MOTION FOR FINAL APPROVAL**

21 Not later than 15 court days before the calendared Final Approval Hearing, Plaintiff will file
22 in Court, a motion for final approval of the Settlement that includes a request for approval of the
23 PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order
24 and a proposed Judgment (collectively "Motion for Final Approval").

25 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
26 Participating Class Member, including the right to file responsive documents in Court no later than
27 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
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1 Court.

2 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
3 on any material change to the Settlement (including, but not limited to, the scope of release to be
4 granted by Class Members), the Parties will expeditiously work together in good faith to address the
5 Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's
6 decision to award less than the amounts requested for the Class Representative Service Payment,
7 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses
8 Payment, shall not constitute a material modification to the Agreement within the meaning of this
9 paragraph.

10 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
11 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
12 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
13 (iii) addressing such post-Judgment matters as are permitted by law.

14 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
16 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
17 counsel, and all Participating Class Members who did not object to the Settlement as provided in
18 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
19 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
20 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
21 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
22 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
23 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
24 Settlement Amount.

25 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing
26 Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification
27 of this Agreement (including, but not limited to, the scope of release to be granted by Class
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Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability whatsoever for any claims asserted in the Action; nor shall it be construed as an admission by Plaintiff that Defendant's defenses have merit. The Parties further agree that any certification of a class or approval of representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest class certification and representative treatment on any grounds and to assert all available defenses, and Plaintiff reserves the right to seek class certification and representative treatment and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action shall have no bearing on, and shall not be admissible in, any other proceeding or litigation, except in proceedings to enforce or effectuate the Settlement or this Agreement.

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is

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

14 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
16 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
17 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
18 to Class Members.

19 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties relating
21 to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately represent that they
24 are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or
25 permitted pursuant to this Agreement to effectuate its terms and to execute any documents
26 reasonably required to do so, including amendments to this Agreement.

1 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
2 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
3 Agreement, submitting supplemental evidence and supplementing points and authorities as
4 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
5 document necessary to implement the Settlement, or on any modification of the Agreement that may
6 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
7 and/or the Court for resolution.

8 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
11 or right released and discharged by the Party in this Settlement.

12 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
15 10, as amended) or otherwise.

16 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
17 changed, or waived only by an express written instrument signed or agreed to by all Parties or their
18 representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the
19 Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel
20 and Defense Counsel are authorized to submit to the Court any amendments of this Agreement,
21 amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully
22 executed, which includes, but is not limited to, authorization of the use of signatures previously
23 provided by the Parties.

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

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

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

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

8 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Evidence Code
9 section 1152, and all copies and summaries of the Class Data provided to Class Counsel by
10 Defendant in connection with the mediation, other settlement negotiations, or in connection with
11 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
12 be used in any way that violates any existing contractual agreement, statute or California Rules of
13 Court rule. Not later than 90 days after the date when the Court discharges the Administrator's
14 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
15 shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior
16 to the Court's discharge of the Administrator's obligation, Defendant makes a written request to
17 Class Counsel for the return, rather than the destruction, of Class Data.

18 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
19 for convenience of reference only and does not constitute a part of this Agreement.

20 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
21 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
22 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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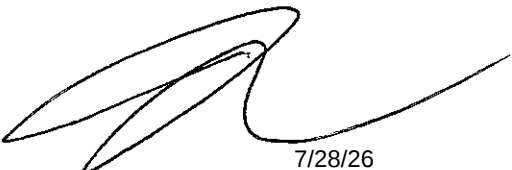
1 contents of this Agreement.

2 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
3 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that
4 upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring
5 a case to trial under CCP section 583.310 for the entire period of this settlement process.

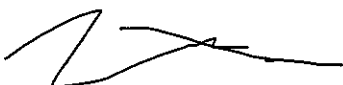
6 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
7 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
8 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
9 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
10 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
11 Agreement.

12 IT IS SO AGREED:

13 Stephany Ortega 07/22/2026
14 Plaintiff, STEPHANY ORTEGA


7/28/26
For Defendant, BA2, LLC dba 1933 Group;

17 AGREED AS TO FORM ONLY:

18 
19 07/22/2026
20 David D. Bibiyan
21 Vedang J. Patel
22 Megan R. Lazar
23 Counsel for Plaintiff


8/3/26
24 Christopher B. Cato
25 Lisa A. Jordan
26 Counsel for Defendant
27
28