

Kane Moon (SBN 249834)
 Enzo Nabiev (SBN 332118)
 Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 E-mail: kmoon@moonlawgroup.com
 E-mail: enabiev@moonlawgroup.com
 E-mail: spham@moonlawgroup.com

Attorneys for Plaintiff Elias Santa Cruz

Hieu T. Williams (SBN 280585)
 Jenna M. Rogenski (SBN 340133)
HIRSCHFELD KRAEMER LLP
 456 Montgomery Street, Ste 2200
 San Francisco, CA 94104
 Telephone: (415) 835-9011
 Facsimile: (415) 835-0443
 E-mail: hwilliams@hkemploymentlaw.com
 E-mail: jrogenski@hkemploymentlaw.com

Attorneys for Defendant Allied Advertising Limited Partnership
(erroneously sued as “Allied Global Marketing”)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

ELIAS SANTA CRUZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALLIED GLOBAL MARKETING, an unknown
business entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22STCV36172

CLASS ACTION

[Assigned to Hon. Laura A. Seigle, Department
17]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed:	November 15, 2022
FAC Filed:	February 1, 2023
SAC Filed:	May 23, 2023
TAC Filed:	October 11, 2023
Trial date:	Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Elias Santa Cruz (“Plaintiff”) and Defendant Allied Advertising Limited Partnership¹ (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Santa Cruz v. Allied Global Marketing*, Case No.: 22STCV36172, initiated on November 15, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Worker” means any individual engaged and paid as an independent contractor by Defendant to provide services in California during the PAGA Period.
- 1.5. “Class” means all individuals engaged and paid as an independent contractors by Defendant in California during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email, Social Security

¹ Defendant was erroneously sued as Allied Global Marketing. Defendant believes Allied Advertising Limited Partnership is the proper entity and the settlement agreement is between Plaintiff and Allied Advertising Limited Partnership.

number, and number of 1099 Payment Transactions for services provided by each Class Member during the Class Period.

1.9. “Class Member” or “Settlement Class Member” means all current and former individuals engaged and paid as independent contractors by Defendant to provides services in California for any time period during the Class Period who is a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Worker).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.12. “Class Period” means the period from November 15, 2018 through April 30, 2024. If Defendant chooses, the Class Period will end on the date in which the total number of current and former individual independent contractors equals 1,704.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant Allied Advertising Limited Partnership.

- 1.17. “Defense Counsel” means Hirschfeld Kraemer LLP, the attorneys representing Defendant in the Action.
- 1.18. “1099 Payment Transaction” shall include a record of payment for service to an individual made on a 1099 basis, but shall not include a payment or transaction that is actually known to solely be for a reimbursement, during the Class and PAGA Periods.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$947,500.00 which is the total maximum, non-reversionary amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of 1099 Payment Transactions for services provided during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Worker’s pro rata share of 25% of the

PAGA Penalties calculated according to the number of 1099 Payment Transactions for services provided during the PAGA Period.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments and to Aggrieved Workers as Individual PAGA Payments.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “PAGA Period” means the period from November 5, 2021 through April 30, 2024.

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

1.33. “PAGA Notice” means Plaintiff’s November 5, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Workers (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Elias Santa Cruz, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.40. "Released Parties" means: Defendant and Defendant's subsidiaries, affiliated entities and partners, including but not limited to Allied Global Marketing, Allied Global Marketing Limited, Imagine Marketing Promotions Limited, Allied Global Marketing Pty Ltd, AALP, Inc., O'Donnell Family 2019 GST Trust f/b/o Kate O'Donnell, Allied Sports, LLC, O'Donnell Family 2019 FST Trust f/b/o Casey O'Donnell Buckley, Belmont Navy LLC, Belmont Capital, LLC, and any of their past or present partners, employees, agents, assigns, management companies and attorneys.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Workers, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.
- 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

- 2.1. On November 15, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices. On February 1, 2023, Plaintiff filed a First Amended

Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties under the Private Attorneys General Act. On May 23, 2023, Plaintiff filed a Second Amended Complaint alleging the same causes of action. On October 11, 2023, Plaintiff filed a Third Amended Complaint alleging the same causes of action. On April 9, 2024, Plaintiff filed a Fourth Amended Complaint alleging the same causes of action. The Fourth Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action allege in the Operative Complaint.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On March 1, 2024, the Parties participated in an all-day mediation presided over by neutral mediator Brandon McKelvey, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery a representative sample of Class Members’ invoices and payments which indicated the amount paid for services, and in some instances, the type of services performed and duration of services performed, the approximate number of workweeks during the Class Period,² the approximate number of pay periods in the PAGA Period, the approximate number of putative Class Members, and other demographics including the average rate of pay for Class Members. Additionally, Plaintiff obtained a list of job positions that were classified as independent contractors and was able to interview multiple class members prior to mediation to learn about their duties and the work performed by them. Plaintiff’s investigation was sufficient to satisfy the criteria

for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”). During the mediation, the parties ultimately negotiated based on the number of putative class members during the class and PAGA periods.

2.5. The Court has not granted class certification.

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

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$947,500.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Workers to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves

1 a Class Representative Service Payment less than the amount requested, the
2 Administrator will retain the remainder in the Net Settlement Amount. The
3 Administrator will pay the Class Representative Service Payment using IRS Form
4 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on
5 the Class Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which
7 is currently estimated to be \$315,833.33 and a Class Counsel Litigation Expenses
8 Payment of not more than \$15,000.00. Defendant will not oppose requests for these
9 payments provided that they do not exceed these amounts. Plaintiff and/or Class
10 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
11 Expenses Payment no later than 16 court days prior to the Final Approval Hearing.
12 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
13 Litigation Expenses Payment less than the amounts requested, the Administrator will
14 allocate the remainder to the Net Settlement Amount. Released Parties shall have
15 no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim
16 to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation
17 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
18 and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.
19 Class Counsel assumes full responsibility and liability for taxes owed on the Class
20 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
21 holds Defendant harmless, and indemnifies Defendant, from any dispute or
22 controversy regarding any division or sharing of any of these Payments.

23 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
24 \$20,000.00 except for a showing of good cause and as approved by the Court. These
25 costs, which will be paid from the Gross Settlement Amount, will include, inter alia,
26 the required tax reporting on Individual Class Payments, the issuing of 1099 and W-
27 2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross
28 Settlement Amount, and providing necessary reports and declarations. To the extent

1 the Administration Expenses are less or the Court approves payment less than
2 \$20,000.00, the Administrator will retain the remainder in the Net Settlement
3 Amount.

4 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
5 (a) dividing the Net Settlement Amount by the total number of 1099 Payment
6 Transactions attributed to all Participating Class Members during the Class Period
7 and (b) multiplying the result by each Participating Class Member's 1099 Payment
8 Transactions.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion").
15 The Non-Wage Portions are not subject to wage withholdings and will be
16 reported on IRS 1099 Forms. Participating Class Members assume full
17 responsibility and liability for any employee taxes owed on their Individual
18 Class Payment. Class Member's Individual Class Payment will be reduced
19 by any required deductions for each Participating Class Member as
20 specifically set forth herein, including the employee-side tax withholdings
21 and deductions.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
23 Class Payments. Non-Participating Class Members will not receive any
24 Individual Class Payments. The Administrator will retain amounts equal to
25 their Individual Class Payments in the Net Settlement Amount for
26 distribution to Participating Class Members on a pro rata basis based on the
27 number of 1099 Payment Transactions attributed to Participating Class
28 Members to that the amount actually distributed to the Participating Class

Members equals 100% of the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Workers: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) 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 Workers' 25% share of PAGA Penalties (\$25,000.00) by the total number of 1099 Payment Transactions attributed to all Aggrieved Workers during the PAGA Period and (b) multiplying the result by each Aggrieved Worker's 1099 Payment Transaction during the PAGA Period. Aggrieved Workers assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Worker Pay Periods. Based on a review of its records to date, Defendant estimates there were 1,420 Class Members and 569 Class members who worked during the PAGA periods as of the date of mediation. The Parties agreed that using 1099 Payment Transactions would be the most accurate way to provide each individual with a pro rata share of the proposed Settlement.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator

employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 90 calendar days after the Court's Order Granting Final Approval of the Settlement.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Workers including Non-Participating Class Members who qualify as Aggrieved

Workers (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NCOA database.

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

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

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

4.5. Indemnification. Should any taxing authority or agency determine that any Participating Class Member owes additional personal income taxes and/or employee contributions of any portion of his or her Individual Class Payment based on a challenge to the allocation of wage and non-wage portions set forth in Paragraph 3.2.4.1, such Participating Class Member shall

1 be solely responsible for the payment of his or her personal income taxes and/or employee
2 contributions. Accordingly, if any taxing authority or agency seeks such amounts from
3 Defendant based on a challenge to such allocation of wage and non-wage portions, the
4 Participating Class Member shall reimburse Defendant for any additional payment of his or
5 her personal income taxes and/or employee contributions that Defendant was required to
6 make to any such taxing authority or agency.

7 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
8 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
9 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
10 all Released Parties as follows:

11 5.1. Plaintiff's Release.

12 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, release and discharge Released Parties from all claims, transactions, or
15 occurrences that occurred during the Class Period, including, but not limited to: (a)
16 all claims that were, or reasonably could have been, alleged, based on the facts
17 contained, in the Operative Complaint and (b) all PAGA claims that were, or
18 reasonably could have been, alleged based on facts contained in the Operative
19 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released
20 under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
21 claims or actions to enforce this Agreement, or to any claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, workers'
23 compensation benefits that arose at any time, or based on occurrences outside the
24 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
25 different from, or in addition to, the facts or law that Plaintiff now knows or believes
26 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
27 effective in all respects, notwithstanding such different or additional facts or
28 Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims and damages arising from any of the facts alleged in Plaintiff's Operative Complaint for damages and PAGA Notice, including but not limited to any alleged misclassification of Class Members resulting in the alleged wage and hour claims, such as failure to pay overtime and minimum wages, failure to provide meal and rest periods and associated premium payments, failure to indemnify necessary business expenses, failure to timely pay final wages upon termination, failure to provide compliant wage statements, and Defendant's alleged unfair business practices stemming from these alleged Labor Code violations under California and Business Professions Code Section 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Class Members Who Are Aggrieved Workers: All Class Members who are Aggrieved Workers are deemed to release, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims and damages arising under the Private Attorneys' General Act of 2004 ("PAGA"), as alleged in the Operative Complaint filed by Plaintiff and Plaintiff's notice letter to the LWDA, including but not limited to any alleged misclassification of Class

Members resulting in the alleged wage and hour claims, such as failure to pay overtime and minimum wages, failure to provide meal and rest periods and associated premium payments, failure to indemnify necessary business expenses, failure to timely pay final wages upon termination, failure to provide compliant wage statements, and Defendant's alleged unfair business practices stemming from these alleged Labor Code violations under California and Business Professions Code Section 17200, *et seq.*

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

- 6.1. **Defendant's Declaration in Support of Preliminary Approval.** Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendant and Defense Counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "*cy pres* recipient."
- 6.2. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel documents necessary for obtaining Preliminary Approval at least 10 calendar days before filing, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and

disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator ; and, (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code § 2699.3(a)], Operative Complaint [Labor Code § 2699(l)(1)], this Agreement [Labor Code § 2699(l)(2)]); and, (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Class Counsel and Plaintiff shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their

Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Workers, and 1099 Payment Transactions in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Worker, and the number of 1099 Payment Transaction (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member

1 Address Search, and re-mail the Class Notice to the most current address obtained.
2 The Administrator has no obligation to make further attempts to locate or send Class
3 Notice to Class Members whose Class Notice is returned by the USPS a second time.

4 7.4.4. The deadlines for Class Members' written objections, challenges to 1099 Payment
5 Transaction, and Requests for Exclusion will be extended an additional 14 days
6 beyond the 45 days otherwise provided in the Class Notice for all Class Members
7 whose notices are re-mailed. The Administrator will inform the Class Member of
8 the extended deadline with the re-mailed Class Notice.

9 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class Data
11 and should have received Class Notice, the Parties will expeditiously meet and
12 confer in person or by telephone, and in good faith, in an effort to agree on whether
13 to include them as Class Members. If the Parties agree, such persons will be Class
14 Members entitled to the same rights as other Class Members, and the Administrator
15 will send, via email or overnight delivery, a Class Notice requiring them to exercise
16 options under this Agreement not later than 14 days after receipt of Class Notice, or
17 the deadline dates in the Class Notice, which ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
22 an additional 14 days for Class Members whose Class Notice is re-mailed). A
23 Request for Exclusion is a letter from a Class Member or his/her representative that
24 reasonably communicates the Class Member's election to be excluded from the
25 Class Settlement and includes the Class Member's name, address and email address
26 or telephone number. To be valid, a Request for Exclusion must be timely faxed,
27 emailed, or postmarked by the Response Deadline.

28 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question
6 the authenticity of a Request for Exclusion, the Administrator may demand
7 additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under this Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
13 Agreement, regardless whether the Participating Class Member actually receives the
14 Class Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment
17 or have the right to object to the class action components of the Settlement. Because
18 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
19 Non-Participating Class Members who are Aggrieved Workers are deemed to
20 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
21 an Individual PAGA Payment.

22 7.6. Challenges to Calculation of 1099 Payment Transactions. Each Class Member shall have
23 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
24 Members whose Class Notice is re-mailed) to challenge the number of 1099 Payment
25 Transactions and PAGA 1099 Payment Transactions (if any) allocated to the Class Member
26 in the Class Notice. The Class Member may challenge the allocation by communicating
27 with the Administrator via fax, email or mail. The Administrator must encourage the
28 challenging Class Member to submit supporting documentation. In the absence of any

contrary documentation, the Administrator is entitled to presume that the 1099 Payment Transactions contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of 1099 Payment Transactions shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of 1099 Payment Transactions to Defense Counsel and Class Counsel and the Administrator's determination the challenges. An increase or decrease in the number of 1099 Payment Transactions will have no impact on the total Settlement Amount.

7.7. Objections to Settlement.

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

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

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and

copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to 1099 Payment Transaction received and/or resolved (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. In addition to the Weekly Reports, the Administrator shall report to the Parties when it has completed the initial distribution of the Individual Class Payments and Individual PAGA Payments to all individuals with valid addresses.

7.8.4. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the

Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

7.8.6. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of mediation, (1) there were 1,420 Class Members during the Class Period and (2) there were 569 Aggrieved Workers during the PAGA Period.

Defendant will verify the actual number of Class Members and if the actual number of Class

Members within the Class Period exceeds 1,704 (20%) of this estimate, then either the Gross Settlement Sum will be increased by the same proportion (20%) or Defendant, at its sole discretion, may elect to cut off the Class Period as of the date the number of independent contractors exceeds the 1,704 estimate. For example, if the number of Class Members is more than 20% larger than the 1,420 estimated Class Members, Defendant may choose: (1) the Gross Settlement Sum to be paid will increase by 20%; or (2) the Class Period will end on the date in which the Class Members encompasses 1,704 Class Members.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(I), a Proposed Final Approval Order and a Proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ten days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval

on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class 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

1 additional Administration Expenses reasonably incurred after remittitur. An appellate
2 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
3 Payment or any payments to Class Counsel shall not constitute a material modification of
4 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
5 remains unchanged.

6 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
7 Procedure Section 384, the Parties will work together in good faith to jointly submit a proposed
8 amended judgment.

9 **12. ADDITIONAL PROVISIONS.**

10 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
11 Purposes. This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or should be construed as an admission by
13 Defendant that any of the allegations in the Operative Complaint have merit or that
14 Defendant has any liability for any claims asserted; nor should it be intended or construed
15 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties
16 agree that class certification and representative treatment is for purposes of this Settlement
17 only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or
18 enter Judgment, Defendant reserves the right to contest certification of any class for any
19 reasons, and Defendant reserves all available defenses to the claims in the Action, and
20 Plaintiff reserves the right to move for class certification on any grounds available and to
21 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
22 settle the Action will have no bearing on, and will not be admissible in connection with, any
23 litigation or any other proceeding (except for proceedings to enforce or effectuate the
24 Settlement and this Agreement).

25 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
27 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
28 cause or permit another person to disclose, disseminate or publicize, any of the terms of the

Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. **Publicity:** Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by name (*i.e.*, identifying (i) Defendant by name, or (ii) its industry (marketing) and location in California whether through a press release, posting on counsel's website, social media or any other public means). Nothing in this provision is intended to prevent Plaintiff from discussing this settlement with their spouse, attorneys, or tax advisors. Nothing in this provision is intended to prevent Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Plaintiff's counsel to communicate with putative class members in this case or the court in which this action is pending.

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

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

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

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

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

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

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

//

- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Kane Moon
E-mail: kmoon@moonlawgroup.com
Enzo Nabiev
E-mail: enabiev@moonlawgroup.com
Sandy Pham
E-mail: spham@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

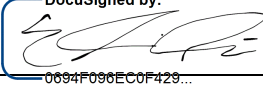
Hieu T. Williams
E-mail: hwilliams@hkemploymentlaw.com
Jenna M. Rogenski
E-mail: jrogenski@hkemploymentlaw.com
HIRSCHFELD KRAEMER LLP
456 Montgomery Street, Ste 2200
San Francisco, CA 94104
Telephone: (415) 835-9011
Facsimile: (415) 835-0443

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

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

Plaintiff & Class Representative:

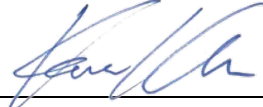
Dated: 4/26/2024

DocuSigned by:
By: 
Elias Santa Cruz

Plaintiff's Counsel:

Dated: 4/29/2024

MOON LAW GROUP, PC

By: 
Kane Moon
Enzo Nabiev
Sandy Pham

Attorneys for Plaintiff

Defendant:

Dated:

ALLIED ADVERTISING LIMITED PARTNERSHIP

By: _____
Clint Kendall

Signature

CEO, Allied Advertising Limited Partnership

Defendant's Counsel:

Dated:

HIRSCHFELD KRAEMER LLP

By: _____
Hieu T. Williams
Jenna M. Rogenski

Attorneys for Defendant

Plaintiff & Class Representative:

Dated:

By: _____

Elias Santa Cruz

Plaintiff's Counsel:

Dated:

MOON LAW GROUP, PC

By: _____

Kane Moon
Enzo Nabiev
Sandy Pham

Attorneys for Plaintiff

Defendant:

Dated: April 27, 2024

ALLIED ADVERTISING LIMITED PARTNERSHIP

By: _____

Clint Kendall

DocuSigned by:

Clint Kendall

5475192FC2E645F...

Signature

CEO, Allied Advertising Limited Partnership

Defendant's Counsel:

Dated: April 29, 2024

HIRSCHFELD KRAEMER LLP

By: _____

Hieu T. Williams
Jenna M. Rogenski

Attorneys for Defendant