

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 **THE NOURMAND LAW FIRM, APC**
8822 West Olympic Boulevard
3 Beverly Hills, California 90211
Telephone: 310.553.3600
4 Facsimile: 310.553.3603

5 Attorneys for Plaintiff,
ALMA BALBUENA ESCALANTE, on behalf of
6 herself and all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**
10

11 ALMA BALBUENA ESCALANTE, on behalf
of herself and all other similarly situated,

12 Plaintiffs,

13 v.

14 ROLF C. HAGEN (USA) CORP., a
15 Massachusetts corporation; RANDSTAD US,
LLC, a Delaware limited liability company;
16 and DOES 1 through 100, Inclusive

17 Defendants.
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CASE NO.: CIVSB2228305

[Assigned for all purposes to the Hon.
Jessica Morgan - Dept. S26]

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

1 TO THE COURT:

2 This Joint Stipulation for Class and PAGA Action Settlement and Release (“Settlement
3 Agreement,” “Settlement,” or “Agreement”) is made and entered into by and between ALMA
4 BALBUENA ESCALANTE (“Plaintiff”), individually and on behalf of all others similarly
5 situated, and ROLF C. HAGEN (USA) CORP. (“Defendant” or “Rolf C. Hagen”) (Plaintiff and
6 Defendant, collectively, the “Parties”), and is subject to the terms and conditions below, and to
7 the Court’s approval. The Parties expressly acknowledge that this Settlement Agreement is
8 entered into solely for the purpose of compromising significantly disputed claims and that
9 nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.
10 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and
11 the Parties will be returned to their respective positions immediately prior to and as if they had
12 never executed this Settlement Agreement as more fully set forth below.

13 DEFINITIONS

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

16 1. “Action” means the putative class and PAGA action entitled *Alma Balbuena*
17 *Escalante v. Rolf C. Hagen (USA) Corp., et al.*, including her Class Action Complaint filed on
18 December 16, 2022, and First Amended Class Action Complaint filed on June 29, 2023,
19 pending in the San Bernardino County Superior Court, and designated as Case No.
20 CIVSB2228305. The First Amended Complaint is the operative complaint in the Action.

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

27 3. “Claims Administration Expenses” means the costs payable to the Claims
28 Administrator for administering this Settlement, including, but not limited to, printing,

1 translating into Spanish, conducting a National Change of Address (“NCOA”) search,
2 distributing (including with appropriate postage), and tracking documents for this Settlement in
3 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
4 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel
5 Fees and Costs, and providing necessary certification of completion of notice, reports and
6 declarations, establishing and administering a qualified settlement fund account and other
7 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
8 Claims Administration Expenses are currently estimated to be not more than \$8,500.

9 4. “Class Counsel” means Michael Nourmand and James A. De Sario of The
10 Nourmand Law Firm, APC.

11 5. “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses
12 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs
13 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
14 associated with documenting the Settlement, providing any notices required as part of the
15 Settlement or Court order, securing the Court’s approval of the Settlement, administering the
16 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
17 request attorneys’ fees of not to exceed 35% of the Gross Settlement Amount or \$105,000 and
18 litigation costs and expenses not to exceed \$25,000. Defendant has agreed not to oppose Class
19 Counsel’s request for Class Counsel Fees and Costs.

20 6. “Class List” means a complete list of all Class Members that Defendant will
21 diligently and in good faith compile from their records and provide on a confidential basis to
22 the Claims Administrator within fourteen (14) calendar days after the Court’s entry of an order
23 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft
24 Office Excel, and Defendant will use their best efforts to include each Class Member’s full
25 name; most recent mailing address; last known telephone number if readily available; dates of
26 employment or number of workweeks worked during the Class Period; and Social Security
27 number.
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1 7. “Class Member(s)” or “Settlement Class” means Plaintiff and all individuals who
2 worked during the Class Period at Defendant Rolf C. Hagen’s facilities in California as either
3 (i) a direct hire non-exempt employee employed by Defendant Rolf C. Hagen or (ii) a
4 temporary non-exempt hourly employee employed by Randstad US, LLC (“Randstad”) and
5 placed to work at Defendant Rolf C. Hagen’s California facilities. It is estimated that there are
6 299 Class Members and 6,595 workweeks (5,280 for Rolf C. Hagen direct hires and 1,315 for
7 Randstad temporary employees) during the Class Period.

8 8. “Class Period” means the period from December 16, 2018 through December 31,
9 2023.

10 9. “Class Representative Enhancement Payment” means the amount to be paid from
11 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
12 and in recognition of her efforts in prosecuting the Action on behalf of Class Members.
13 Plaintiff will request and Defendant will not oppose Plaintiff’s application to the court for a
14 payment of \$10,000 for her willingness to serve as Class Representative.

15 10. “Court” means the San Bernardino County Superior Court, or any other court
16 taking jurisdiction of the Action.

17 11. “Defendant” or “Defendant Rolf C. Hagen” means Rolf C. Hagen (USA) Corp.
18 and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and
19 former management companies, shareholders, members, agents (including any investment
20 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers,
21 directors and employees) predecessors, successors, and assigns or any related entity.

22 12. “Effective Date” means the date when the Final Approval Order becomes final
23 and Defendant fully funds the Gross Settlement Amount and employer’s share of payroll taxes.
24 For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur
25 of the following: (a) if there are no objections to the Settlement, the date the Court enters an
26 order granting final approval of the Settlement; or (b) if there are objections to the Settlement,
27 and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the
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1 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an
2 order granting final approval of the Settlement.

3 13. "Employee Taxes" means the employee's share of any and all applicable federal,
4 state, and local payroll taxes on the portion of Class Members' Individual Settlement Payment
5 that constitutes wages. The Employee Taxes shall be paid from the Class Member's portion of
6 the Individual Settlement Payment attributed as wages.

7 14. "Employer Taxes" means the employer's share of any and all applicable federal,
8 state, and local payroll taxes on the portion of Class Members' Individual Settlement Payment
9 that constitutes wages. The Employer Taxes shall be paid by Defendant separately and not out
10 of the Gross Settlement Amount or Net Settlement Amount.

11 15. "Gross Settlement Amount" means the maximum settlement amount of \$300,000
12 ("Gross Settlement Amount"), which has been and/or will be paid by Defendant in full
13 satisfaction of all claims arising from the Action. The Gross Settlement Amount includes all
14 Individual Settlement Payments to Participating Class Members, the Class Representative
15 Enhancement Payment, Claims Administration Expenses, Class Counsel Fees and Cost,
16 \$95,000 in "Pick-Up Stix" payments Defendant already previously paid to approximately 19
17 direct-hire non-exempt employees, and the PAGA Settlement Amount in the amount of \$10,000
18 of which 75% or \$7,500 will be paid to the Labor Workforce Development Agency ("LWDA")
19 and 25% or \$2,500 to PAGA Group Members. Accordingly, on account of the previously paid
20 \$95,000 for "Pick-Up Stix" payments, \$95,000 will be credited towards the Gross Settlement
21 Amount, and Defendant will only be required to pay \$205,000 in additional money to satisfy
22 the Gross Settlement Amount (i.e., $\$300,000 - \$95,000 = \$205,000$). Additionally, Defendant
23 will pay the employer's share of payroll taxes, as applicable, in addition to the Gross Settlement
24 Amount.

25 16. "Individual Settlement Payment" means each Participating Class Member's and
26 PAGA Group Member's share of the Net Settlement Amount, to be distributed to Plaintiff,
27 PAGA Group Members, and Class Members who do not request exclusion from the settlement.
28 Checks for Individual Settlement Payments shall specifically indicate that they are void if not

1 negotiated within one hundred eighty (180) days of their issuance.

2 17. "Net Settlement Amount" means the maximum amount available for distribution
3 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
4 Enhancement Payment, Claims Administration Expenses, and the PAGA Settlement Amount of
5 \$10,000, from the Gross Settlement Amount.

6 18. "Notice of Objection" means a Class Member's valid and timely written
7 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
8 objector's full name, signature, address, and telephone number; (ii) a written statement of all
9 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
10 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
11 persons who will be called to testify in support of the objection. Further, an objector may
12 appear at the Final Approval hearing, either in person or through counsel, at his or her expense.
13 The Parties will be permitted to respond in writing to such objections at least seven calendar
14 days prior to the Final Approval hearing or within the time period set by the Court.

15 19. "Notice" means the Notice of Class Action Settlement and Notice of Private
16 Attorneys General Act Settlement, substantially in the form attached as Exhibit A.

17 20. "PAGA" means the California Private Attorneys General Act of 2004, which is
18 codified in California Labor Code §2698 *et seq.*

19 21. "PAGA Group Member(s)" means Plaintiff and all individuals who worked
20 during the PAGA Period at Defendant Rolf C. Hagen's facilities in California as either (i) a
21 direct hire non-exempt employee employed by Defendant Rolf C. Hagen or (ii) a temporary
22 non-exempt hourly employee employed by a staffing agency and placed at Defendant Rolf C.
23 Hagen's California facilities. It is estimated that there are 31 PAGA Group Members and 1,469
24 pay periods during the PAGA Period.

25 22. "PAGA Period" means the period from December 14, 2021 through December
26 31, 2023.

27 23. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
28 allocated to the resolution of PAGA Group Members' claims brought under the Labor Code

1 Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that the PAGA
2 Settlement Amount is \$10,000, subject to Court approval. Of the PAGA Settlement Amount,
3 75% or \$7,500 will be paid to the LWDA (“LWDA Payment”), and the remaining 25% or
4 \$2,500 will be distributed to PAGA Group Members.

5 24. “LWDA” shall mean the California Labor and Workforce Development Agency.

6 25. Plaintiff means Alma Balbuena Escalante.

7 26. “Plaintiff’s General Released Claims” means, in addition to the Released Claims
8 and Released PAGA Claims, Plaintiff, on behalf of herself, her respective, agents, spouses,
9 executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and
10 conditions of this Settlement, including the Class Representative Enhancement Payment
11 requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and
12 forever release the Released Parties, to the full extent permitted by law, of and from any and all
13 claims arising from his employment with Defendant, known and unknown, asserted and
14 unasserted, which Plaintiff had or may have had against the Released Parties, whether sounding
15 in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for
16 violation of any local, state, or federal statute, rule, or regulation, except it excludes Plaintiff’s
17 wrongful termination claims alleged in her Complaint filed with the California Civil Rights
18 Department. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
19 section 1542 of the Civil Code of the State of California and does so understanding and
20 acknowledging the significance of such specific waiver of section 1542. Section 1542 of the
21 Civil Code of the State of California states as follows:

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

26 Notwithstanding the above, Plaintiff’s General Released Claims do not include any
27 workers’ compensation claims, claims that cannot be waived as a matter of law by signing this
28 agreement, or claims to enforce this Agreement. No release in this Agreement is effective until
the Gross Settlement Amount is fully funded.

1 27. “Participating Class Members” means all Class Members who do not submit
2 valid Requests for Exclusion.

3 28. “Preliminary Approval” means the Court order granting preliminary approval of
4 the Settlement Agreement.

5 29. “Released PAGA Claims” shall mean all claims, demands, rights, liabilities and
6 causes of action for civil penalties under California Labor Code Private Attorneys General Act
7 of 2004 (California Labor Code section 2698 *et seq.*) against the Released Parties, that were
8 alleged or could have been alleged based on the facts alleged in the letter to the Labor &
9 Workforce Development Agency on December 14, 2022, that arose during the PAGA Period,
10 including claims for civil penalties for violations of Labor Code sections 200, 201, 202, 203,
11 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, and applicable
12 Wage Orders of the Industrial Welfare Commission, and all related claims for attorneys’ fees
13 and costs, regardless of whether PAGA Group Members opt out from the Settlement
14 Agreement.

15 30. “Released Claims” means any and all claims, penalties, interest, and causes of
16 action arising from or related to the claims pled in the Action or that could have been pled in
17 the Action based on the factual allegations pled in the Action, including all wage and hour
18 claims, demands, rights, liabilities, and causes of action for allegedly unpaid minimum wages,
19 overtime wages; failure to provide compliant meal and rest breaks; failure to provide accurate
20 wage statements; failure to pay all wages owed upon termination; claims under California
21 Labor Code sections 200, 201, 202, 203, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 1194,
22 1194.2, 1197, 1197.1, 1199, 2810.3, and applicable Industrial Welfare Commission Wage
23 Orders; and unfair competition claims under California Business & Professions Code
24 sections 17200-17204 *et seq.* based on the labor code violations alleged, and any penalties,
25 restitution, disgorgement, interest or attorneys’ fees. This release will cover all Class Members
26 who do not opt out. It is understood and agreed that Released Claims do not include claims for
27 workers’ compensation, unemployment, or disability benefits of any nature, nor any claims,
28 actions, or causes of action which may be possessed by Class Members under state or federal

1 discrimination statutes, including, without limitation, the California Fair Employment and
2 Housing Act, California Government Code section 12940 *et seq.*; the Unruh Civil Rights Act,
3 California Civil Code section 51 *et seq.*; the California Constitution; Title VII of the Civil
4 Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, as amended,
5 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, as amended,
6 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines.
7 No release in this Agreement shall become effective until the Gross Settlement Amount is fully
8 funded.

9 31. “Released Parties” means Defendant and Defendant’s former and present
10 parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its
11 current, former, and future owners, officers, shareholders, directors, members, managers,
12 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
13 attorneys, insurers, payroll providers, joint venturers and agents, any successors, assigns, or
14 legal representatives, and Randstad US, LLC.

15 32. “Request for Exclusion” means a timely letter submitted by a Class Member
16 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
17 set forth the name, address, telephone number and last four digits of the Social Security
18 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
19 returned by mail or fax to the Claims Administrator at the specified address or fax number
20 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in
21 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

22 33. “Response Deadline” means the deadline by which Class Members must fax or
23 postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the
24 Settlement or dispute workweeks. The Response Deadline will be 45 calendar days from the
25 initial mailing of the Notice by the Claims Administrator. The Response Deadline for Request
26 for Exclusion, objection or dispute workweeks will be extended 15 calendar days for any Class
27 Member who is re-mailed a Notice by the Claims Administrator in accordance with the notice
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1 procedure described herein. The Response Deadline may also be extended by express
2 agreement between Class Counsel and Defendant's counsel.

3 34. "Workweeks" shall mean the number of weeks each Class Member worked in
4 California during the Class Period either as a direct hire non-exempt employee of Defendant
5 Rolf C. Hagen or as a temporary non-exempt hourly employee employed by Randstad US, LLC
6 and placed at Defendant Rolf C. Hagen's California facilities. The Settlement Administrator
7 will calculate the number of Workweeks by calculating the number of hours actually worked by
8 each Class Member during the Class Period, and dividing by forty (40), which is the average
9 number of hours direct hire or temporary non-exempt employees worked each week during the
10 Class Period. The number of hours worked by each Class Member will not include vacation
11 hours, sick hours, hours in which an employee is on leave, or any other hours that do not reflect
12 the time the Class Member was actively working for Defendant Rolf C. Hagen or Randstad US,
13 LLC.

14 TERMS OF AGREEMENT

15 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agrees as follows:

16 35. Impact of Any Court Determination Not to Enter Final Approval Order. In the
17 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
18 not become effective, the following will occur:

- 19 a. on the date final approval is denied, the status of the Action will be
20 deemed to return to its status at the time immediately prior to and as if the
21 Parties had never executed this Settlement Agreement;
- 22 b. the Parties and any funds to be awarded under this Settlement shall be
23 returned to their respective statuses as of the date and time immediately
24 prior to the execution of this Settlement; and
- 25 c. the Parties will pay the Claims Administrator for any costs incurred by the
26 Claims Administrator. The Parties agree to split the costs 50/50.

27 36. Release As To All Settlement Class Members, PAGA Members and Plaintiff.

28 36(a) Release As To All Settlement Class Members. As of the Effective Date,

1 all Class Members, including Plaintiff, will be deemed to have fully, finally and forever
2 released, settled, compromised, relinquished, and discharged the Released Parties from the
3 Released Claims during the Class Period. This release shall be binding on all Class Members,
4 including each of their respective attorneys, agents, executors, representatives, guardians ad
5 litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who
6 shall have no further or other liability or obligation to any Class Member with respect to the
7 Released Claims, except as expressly provided herein.

8 36(b) As of the Effective Date, all PAGA Members, regardless of whether they
9 submit timely and valid Requests for Exclusion from the Settlement, will release all Released
10 PAGA Claims during the PAGA Period. Plaintiff on behalf of the State of California and the
11 LWDA will also release all Released PAGA Claims.

12 36(c) Release As To Plaintiff. As of the Effective Date, Plaintiff will be
13 deemed to have fully, finally and forever released, settled, compromised, relinquished, and
14 discharged any and all of Plaintiff's General Released Claims against the Released Parties.
15 With respect to the Plaintiff's General Released Claims only, Plaintiff shall be deemed to have,
16 and by operation of the Final Judgment shall have, in light of his respective Class
17 Representative Enhancement Payment, expressly waived and relinquished, to the fullest extent
18 permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil
19 Code, which provides:

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

23 Plaintiff may hereafter discover facts in addition to or different from those she now
24 knows or believes to be true with respect to the subject matter of the Plaintiff's General
25 Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the
26 Final Judgment shall have, fully, finally, and forever settled and released any and all of the
27 Plaintiff's General Released Claims, whether known or unknown, suspected or unsuspected,
28 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of

1 law or equity now existing or coming into existence in the future. Plaintiff agrees not to sue or
2 otherwise make a claim against any of the Released Parties for Plaintiff's General Released
3 Claims. The Parties recognize and agree that Plaintiff's individual release specifically carves
4 out Plaintiff's wrongful termination claims alleged in her Complaint filed with the California
5 Civil Rights Department. The significance of this release and waiver of Civil Code Section
6 1542 has been explained to Plaintiff by her counsel.

7 37. Settlement Funding. Within 7 calendar days of the Effective Date, Defendant
8 will deposit the Gross Settlement Amount and employer's share of payroll taxes with the
9 Claims Administrator who will deposit the funds into an interest-bearing trust account referred
10 to as the Qualified Settlement Fund account from which the Claims Administrator will have
11 authority to distribute money in accordance with the terms of this Settlement Agreement. The
12 employer's share of the payroll taxes, which shall be paid in addition to the Gross Settlement
13 Amount, with the assistance of the Claims Administrator to calculate the appropriate amount of
14 the employer's share of the payroll taxes to funded by Defendant.

15 38. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
16 application or motion by Class Counsel for Class Counsel Fees in the amount of up to
17 \$105,000, plus the reimbursement of the actual costs and expenses associated with Class
18 Counsel's litigation and settlement of the Action, not to exceed \$25,000. In consideration of
19 their awarded attorneys' fees and costs and expenses, Plaintiff and Class Counsel waive any
20 and all claims to any further attorneys' fees and expenses in connection with the Action.

21 39. Class Representative Enhancement Payment. In exchange for named Plaintiff's
22 executing a general release, and in recognition of her efforts in prosecuting the Action on behalf
23 of Class Members, Defendant agrees not to oppose or impede any application or motion for a
24 Class Representative Enhancement Payment of up to \$10,000. The Class Representative
25 Enhancement Payment, which will be paid from the Gross Settlement Amount, will be in
26 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff
27 will be solely and legally responsible to pay any and all applicable taxes, penalties and interest
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1 on the payment made pursuant to this paragraph and will hold Defendant harmless from any
2 claim or liability for taxes, penalties, or interest arising as a result of the payment.

3 40. Claims Administration Expenses. The Claims Administrator will be paid for the
4 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed
5 \$8,500. These will include, *inter alia*, fees and costs payable to the Claims Administrator for
6 printing, translating into Spanish, distributing (including with appropriate postage), and
7 tracking documents for this Settlement in English and Spanish, any searches to locate any Class
8 Members, calculating estimated amounts per Class Member, tax reporting, distributing the
9 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel
10 Fees and Costs, payment to LWDA for PAGA penalties, and providing necessary certification
11 of completion of notice, reports and declarations, establishing and administering a Qualified
12 Settlement Fund account, required tax reporting on the Individual Settlement Payments, the
13 issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes on the
14 wage portion of the Individual Settlement Payments and coordinating related reporting, and
15 other responsibilities as requested by the Parties. The Claims Administration Expenses will be
16 paid from the Gross Settlement Amount.

17 41. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
18 Individual Settlement Payments to Participating Class Members from the Settlement Class and
19 PAGA Group Members in accordance with the terms of this Agreement.

20 42. Individual Settlement Payment Calculations. Defendant will provide the Claims
21 Administrator with the total number of workweeks for each Class Member during the Class
22 Period. The Claims Administrator will divide the Net Settlement Amount, less \$2,500 (or the
23 Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to
24 PAGA Group Members), by the total number of workweeks ("Work Week Rate Amount") and
25 then multiply this amount by each Class Member's total number of workweeks to yield that
26 employee's Net Settlement Payment. In the event a Class Member submits a timely Request
27 for Exclusion from the settlement, his/her share of the settlement will be added to the Net
28 Settlement Amount.

1 NET
2 SETTLEMENT
3 AMOUNT X

Participating
Class Member's
Workweeks

4 Total number of
5 Workweeks for
6 all Class
7 Members

8 Defendant will also provide the Claims Administrator with the name and dollar amount
9 paid to each of the 19 direct hire non-exempt employees who signed a release for the "Pick-Up
10 Stix" payment. If the Class Member who signed a release for a "Pick-Up Stix" payment
11 received a sum less than the amount calculated based on the above formula, the Class Member
12 will receive the difference as part of his/her Individual Settlement Payment under the terms of
13 this Agreement. If the Class Member who signed a release for a "Pick-Up Stix" payment
14 received a sum more than the amount calculated based on the above formula, the Class Member
15 will receive one dollar (\$1.00) under the terms of this Agreement.

16 In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata
17 share of the \$2,500 allocated for PAGA penalties from the PAGA Settlement Amount to PAGA
18 Group Members, as calculated by the Claims Administrator, with a formula similar to payments
19 to Participating Class Members.

20 \$2,500 for PAGA
21 Penalties to PAGA
22 Group Members X
23 Total number of Pay
24 Periods for all PAGA
Group Members during
PAGA Period

Individual PAGA
Group Member's Pay
Periods during PAGA
Period

25 The Individual Settlement Payment for any Participating Class Member who is also a
26 PAGA Group Member shall include the Participating Class Member's share of the PAGA
27 Settlement Amount allocated for PAGA penalties to PAGA Group Members.
28

1 Class Members who are PAGA Group Members will not be permitted to exclude
2 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
3 payments in the appropriate amounts will be distributed by the Claims Administrator by mail to
4 the PAGA Group Members including to those Class Members who are PAGA Group Members
5 who submitted a request for exclusion.

6 43. No Credit Toward Benefit Plans. Amounts paid to Plaintiff or other Class
7 Members pursuant to this Settlement will not count as earnings or compensation for purposes of
8 any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly
9 understood and agreed that the receipt of Individual Settlement Payments shall not entitle any
10 Class Member to additional compensation or benefits under any collective bargaining
11 agreement or under any bonus, contest, or other compensation or benefit plan or agreement in
12 place during the period covered by the Settlement, nor shall it entitle any Class Member to any
13 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of
14 the Parties that payments from Net Settlement Amount provided for in this Settlement are the
15 sole payments to be made by Defendant to Class Members in connection with this Settlement,
16 with the sole exception of Plaintiff's Class Representative Enhancement Payment, and that the
17 Class Members are not entitled to any new or additional compensation or benefits as a result of
18 having received funds from the Net Settlement Amount. Furthermore, the receipt of Individual
19 Settlement Payments by Class Members shall not, and does not, by itself establish any general,
20 special, or joint employment relationship between and among the Class Member(s) and
21 Defendant.

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

25 45. Delivery of the Class List. Within 14 calendar days of Preliminary Approval,
26 Defendant will provide the Class List to the Claims Administrator.

1 46. Notice by First-Class U.S. Mail. Within 5 calendar days after receiving the Class
2 List from Defendant, the Claims Administrator will mail the Notice to all Class Members with
3 last known mailing addresses via regular First-Class U.S. Mail.

4 47. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
5 Claims Administrator will perform a search based on the National Change of Address Database
6 for information to update and correct for any known or identifiable address changes. Any
7 Notice returned to the Claims Administrator as non-deliverable on or before the Response
8 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and
9 the Claims Administrator will indicate the date of such re-mailing on the Notice. If no
10 forwarding address is provided, the Claims Administrator will promptly attempt to determine
11 the correct address using a skip-trace, or other search using the name, address and/or Social
12 Security number of the Class Member involved, and will then perform a single re-mailing.
13 Those Class Members who receive a re-mailed Notice will have between the latter of (i) an
14 additional 15 days or (ii) the Response Deadline to fax or postmark a Request for Exclusion,
15 submit an objection to the Settlement or dispute workweeks.

16 48. Notice. All Class Members will be mailed the Notice. The Notice will provide:
17 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
18 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks
19 worked during the Class Period, (5) each Class Member's estimated Individual Settlement
20 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid
21 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class
22 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
23 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

24 49. Request for Exclusion Procedures. Any Class Member wishing to opt out from
25 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
26 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
27 return mailing envelope will be the exclusive means to determine whether a Request for
28 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree

1 that they will not solicit or encourage Class Members to opt-out or object to this Settlement
2 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
3 Members are bound by the Court's resolution of that claim. Class Members who are also
4 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
5 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
6 Group Members.

7 50. Defective Submissions. If a Class Member's Request for Exclusion is defective
8 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
9 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
10 letter within three (3) calendar days of receiving the defective submission to advise the Class
11 Member that his or her submission is defective and that the defect must be cured to render the
12 Request for Exclusion valid. The Class Member will have until the later of (i) Response
13 Deadline or (ii) 15 calendar days from the date of the cure letter to fax or postmark a revised
14 Request for Exclusion.

15 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
16 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
17 timely and valid Request for Exclusion will be bound by all of its terms, including those
18 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
19 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it
20 grants final approval to the Settlement. If the Court approves the compromise of the PAGA
21 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
22 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
23 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

24 52. Objection Procedures. To object to the Settlement Agreement, a Class Member
25 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
26 Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel
27 for the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The
28 Notice of Objection must be signed by the Class Member and contain all information required

1 by this Settlement Agreement. The postmark date of the mailing will be deemed the exclusive
2 means for determining that the Notice of Objection is timely. Class Members who wish to
3 object will have a right to appear at the Final Approval Hearing, with or without counsel at
4 his/her own expense, in order to have their objections heard by the Court. At no time will any
5 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
6 written objections to the Settlement Agreement or appeal from the Final Approval Order and
7 Judgment.

8 53. Certification Reports Regarding Individual Settlement Payment Calculations.

9 The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report
10 which certifies: (i) the number of Class Members who have submitted valid Request for
11 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
12 Additionally, the Claims Administrator will provide to counsel for the Parties any updated
13 reports regarding the administration of the Settlement Agreement as needed or requested.

14 54. Timing of Distribution of Individual Settlement Payments. Within three (3)

15 calendar days of Defendant depositing the Gross Settlement Amount and Defendant's share of
16 employer-side payroll taxes, as set forth above, the Claims Administrator will issue payments to
17 (1) Participating Class Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel;
18 and payment to LWDA. The Claims Administrator will also issue a payment to itself for Court-
19 approved services performed in connection with the settlement.

20 55. Uncashed or Undeliverable Settlement Checks. Individual settlement checks

21 paid to participating Class Members will be valid for 180 days. Participating Class Members
22 will have one hundred eighty (180) calendar days from the date of issuance of the check to cash
23 their check. For any check not cashed after 180 calendar days, the Claims Administrator will
24 send the amount represented by the check to the California State Controller Unclaimed
25 Property, with the identity of the Participating Class Member to whom the funds belong, to be
26 held for the participating Class Member per California Unclaimed Property Law, in the interest
27 of justice. The money paid to the California State Controller Unclaimed Property will remain
28 the Participating Class Member's property. This will allow Participating Class Members who

1 did not cash their checks to collect their Individual Settlement Amounts at any time in the
2 future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member
3 funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will
4 be held by the State until claimed by the employee and the uncashed check never ceases to be
5 the employee's property.

6 56. Escalation Clause. Defendant represents that the settlement contemplates 6,526
7 workweeks during the Class Period. In the event the total workweeks increase by more than 10
8 percent (10%), i.e., more than 7,179 workweeks by the end of the Class Period, Defendant shall
9 have the option to either (1) increase the Gross Settlement Amount on a pro-rata basis equal to
10 the percentage increase in the number of workweeks worked by Class Members above 10% (for
11 example, if the number of workweeks increases by 11%, the Gross Settlement Amount will
12 increase by 1%); or (2) change the end date of the Class Period to a date which results in no more
13 than 7,179 total Workweeks. If Defendant, however, elects to change the end date of the Class
14 Period, then Defendant must make the election at least 15 days prior to Plaintiff filing the motion
15 for preliminary approval.

16 57. Certification of Completion. Upon completion of administration of the
17 Settlement, the Claims Administrator will provide a written declaration under oath to certify
18 such completion to the Court and counsel for all Parties.

19 58. Treatment of Individual Settlement Payments. All Individual Settlement
20 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rata share of
21 the \$2,500 allocated for PAGA penalties shall be allocated as penalties; 25% of each Individual
22 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 75%
23 will be allocated to the settlement of claims for interest and statutory penalties. The portion
24 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
25 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
26 Claims Administrator.

27 59. Administration of Taxes by the Claims Administrator. The Claims
28 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA

1 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be
2 required by law for all amounts paid pursuant to this Settlement Agreement. The Claims
3 Administrator will also be responsible for forwarding all payroll taxes and other legally
4 required withholdings, and related reporting, to the appropriate government authorities.

5 60. Defendant's Responsibility for Employer Taxes: For any portion of the Class
6 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
7 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
8 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
9 Settlement Amount, via and with the Claims Administrator's assistance.

10 61. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
11 provision of this Agreement, and no written communication or disclosure between or among the
12 Parties or their attorneys and other advisers, is or was intended to be, nor shall any such
13 communication or disclosure constitute or be construed or be relied upon as, tax advice within
14 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
15 (2) the acknowledging Party (a) has relied exclusively upon his, her or its own, independent
16 legal and tax counsel for advice (including tax advice) in connection with this agreement,
17 (b) has not entered into this Agreement based upon the recommendation of any other Party or
18 any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
19 communication or disclosure by any attorney or advisor to any other Party to avoid any tax
20 penalty that may be imposed on the acknowledging Party; and (3) no attorney or advisor to any
21 other Party has imposed any limitation that protects the confidentiality of any such attorney's or
22 adviser's tax strategies (regardless of whether such limitation is legally binding) upon
23 disclosure by the acknowledging Party of the tax treatment or tax structure of any transaction,
24 including any transaction contemplated by this Agreement.

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

1 63. Neutral Reference. Defendant agrees that it will only provide a neutral reference
2 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's
3 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title
4 held with Defendant.

5 64. Nullification of Settlement Agreement. In the event that: (i) the Court does not
6 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
7 does not become final for any other reason, then this Settlement Agreement and any documents
8 generated to bring it into effect will be null and void. Any order or judgment entered by the
9 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
10 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
11 proceedings, either in this Action, this Court, or any other Court or forum.

12 65. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
13 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
14 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
15 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
16 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
17 provide for the Notice to be sent to all Class Members as specified in this Settlement
18 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
19 Settlement Agreement, which sets forth the terms of this Settlement and will include the
20 proposed Notice.

21 66. Option to Terminate Settlement. If, after the Response Deadline and before the
22 Final Approval Hearing, 10 percent (10%) or more of the number of Settlement Class Members
23 submit timely and valid Requests for Exclusion from the Settlement, Defendant shall have, in
24 its sole discretion, the option to terminate this Settlement. Defendant shall exercise its option to
25 terminate, if it wishes, prior to the Final Approval Hearing, provided the Settlement
26 Administrator has provided Defendant the number and percentage of valid and timely Requests
27 for Exclusion no later than sixteen (16) court days prior to the Final Approval Hearing. If
28 Defendant decides to void the Settlement, then the Settlement and conditional class certification

1 shall be considered void, and neither the Settlement, conditional class certification, nor any of
2 the related negotiations or proceedings, shall be of any force or effect, and the Parties shall
3 stand in the same position, without prejudice, as if this Settlement had been neither entered into
4 nor filed with the Court. Should Defendant void the Settlement under this paragraph,
5 Defendant shall be responsible for all Settlement Administration Costs incurred by the
6 Settlement Administrator through the date that Defendant notifies the Settlement Administrator
7 that it is exercising the option to terminate the Settlement.

8 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
9 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
10 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
11 be conducted to determine the Final Approval of the Settlement Agreement along with the
12 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
13 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
14 PAGA penalties; and (v) all Claims Administration Expenses. Class Counsel will be
15 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
16 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
17 Approval/Settlement Fairness Hearing.

18 68. Judgment. Upon final approval of the Settlement by the Court or after the Final
19 Approval/Settlement Fairness Hearing, the Parties will present a proposed Judgment to the
20 Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Claims
21 Administrator shall post on its website a copy of the Judgment for a period of thirty days from
22 the date the Court signs the Judgment.

23 69. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
24 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
25 implementation, and enforcement of the terms of this Settlement and all orders and judgments
26 entered in connection therewith, and the Parties and their counsel hereto submit to the
27 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this
28 Settlement and all orders and judgments entered in connection therewith.

1 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
2 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
3 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
4 integral part of the Settlement.

5 71. Interim Stay of Proceedings. The Parties agree that upon the execution of this
6 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The
7 Parties further agree that upon the signing of this Agreement that pursuant to CCP section
8 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire
9 period of this settlement process.

10 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
11 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
12 written or oral agreements may be deemed binding on the Parties. The Parties expressly
13 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
14 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
16 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
17 this Agreement.

18 73. Amendment or Modification. This Settlement Agreement may be amended or
19 modified only by a written instrument signed by counsel for all Parties or their successors-in-
20 interest.

21 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
22 warrant and represent they are expressly authorized by the Parties whom they represent to
23 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
24 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
25 execute any other documents required to effectuate the terms of this Settlement Agreement.
26 The Parties and their counsel will cooperate with each other and use their best efforts to effect
27 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
28 or content of any document needed to implement the Settlement Agreement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement
2 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.
3 Plaintiff represents and warrants she is authorized to sign this Settlement and that she has not
4 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

5 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
6 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
7 Agreement, as previously defined.

8 76. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile, scanned copies
11 of the signature page, and electronic signature will be deemed to be one and the same
12 instrument provided that counsel for the Parties will exchange among themselves original
13 signed counterparts.

14 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
15 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
16 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
17 context of adversarial litigation, taking into account all relevant factors, present and potential.
18 The Parties further acknowledge that they are each represented by competent counsel and that
19 they have had an opportunity to consult with their counsel regarding the fairness and
20 reasonableness of this Settlement Agreement.

21 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
23 extent possible consistent with applicable precedents so as to define all provisions of this
24 Settlement Agreement valid and enforceable.

25 79. Captions. The captions and section numbers in this Agreement are inserted for
26 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
27 the provisions of this Agreement.
28

1 80. Waiver. No waiver of any condition or covenant contained in this Agreement or
2 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
3 constitute a further waiver by such party of the same or any other condition, covenant, right or
4 remedy.

5 81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
6 to conditional class certification for purposes of this Settlement only.

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

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

19 84. Representation By Counsel. The Parties acknowledge that they have been
20 represented by counsel throughout all negotiations that preceded the execution of this
21 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
22 and advice of counsel.

23 85. All Terms Subject to Final Court Approval. All amounts and procedures
24 described in this Settlement Agreement will be subject to final Court approval.

25 86. Cooperation and Execution of Necessary Documents. All Parties will cooperate
26 in good faith and execute all documents to the extent reasonably necessary to effectuate the
27 terms of this Settlement Agreement. The Parties to this Settlement shall use their best efforts,
28

1 including all efforts contemplated by this Settlement and any other efforts that may become
2 necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

3 87. Execution by Settlement Class Members. It is agreed that it is impossible or
4 impractical to have each Settlement Class Member execute this Settlement. The Notice of
5 Settlement will advise all Settlement Class Members of the binding nature of the release, and
6 such shall have the same force and effect as if each Settlement Class Member executed this
7 Settlement.

8 88. Execution by Plaintiff and Defendant. Plaintiff and Defendant, by signing this
9 Settlement, are bound by the terms herein.

10 89. Binding Agreement. The Parties warrant that they understand and have full
11 authority to enter into this Agreement, and further intend that this Agreement will be fully
12 enforceable and binding on all Parties and agree that it will be admissible and subject to
13 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
14 provisions that otherwise might apply under federal or state law.

15 90. No Admission of Liability. Defendant denies any and all claims alleged in this
16 Action and denies all wrongdoing whatsoever. This Settlement is not a concession or
17 admission, and shall not be used against Defendant as an admission or indication, with respect
18 to any claim, of any fault, concession, or omission by Defendant. Neither this Settlement, nor
19 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
20 admission, and none shall be used against Defendant as an admission or indication with respect
21 to any claim of any fault, concession, or omission by Defendant, or that class certification is
22 proper under the standard applied to contested certification motions. The Parties stipulate and
23 agree to the certification of the Settlement for settlement purposes only. The Parties further
24 agree that this Settlement will not be admissible in this or any other proceeding as evidence that
25 either: (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class
26 Member, other than according to the terms of this Settlement. Further, this Settlement
27 Agreement is only admissible in evidence in an action or proceeding by one of the Parties to
28 approve, interpret, or enforce the Settlement Agreement's terms.

91. Dispute Resolution. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Daniel Turner, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

92. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

93. Pending Actions. The Parties, Class Counsel and Defendant's 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

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: 10/04/2025

PLAINTIFF

Alma Balbuena Escalante

DEFENDANT

Dated: _____

Rolf C. Hagen (USA) Corp.

By:
Its:

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Alma Balbuena Escalante

DEFENDANT

Dated: 10/21/2025

Signed by:

 827F698D44CE43D...
 Rolf C. Hagen (USA) Corp.

By: Stephen Barth
 Its: GM

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APPROVED AS TO FORM

Dated: October 6, 2025

THE NOURMAND LAW FIRM, APC

By: James A. De Sario
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ALMA BALBUENA ESCALANTE, on behalf
of herself and all others similarly situated

Dated: _____, 2025

MEDINA MCKELVEY LLP

By: _____
Timothy B. Nelson, Esq.
Mayra D. Sandoval, Esq.

Attorneys for Defendant
ROLF C. HAGEN (USA) CORP.

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APPROVED AS TO FORM

Dated: _____, 2025

THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ALMA BALBUENA ESCALANTE, on behalf
of herself and all others similarly situated

Dated: October 21, 2025

MEDINA MCKELVEY LLP

By:  _____
Timothy B. Nelson, Esq.
Mayra D. Sandoval, Esq.

Attorneys for Defendant
ROLF C. HAGEN (USA) CORP.