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on behalf of herself and all others similarly situated,
and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LEDEJAH BRADLEY, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

CENTER FOR APPLIED BEHAVIOR
ANALYSIS LLC, d/b/a CABA, a California
limited liability company; and DOES 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Lead Case No.: 23STCV02982
Case No.: 23STCV08124
Case No.: 23STCV08113

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

Honorable Stuart M. Rice
Department 1

Actions filed: February 10, 2023;
April 12, 2023; and April 12, 2023
Trial Date: None Set

DESIREE SAENZ, behalf of herself and
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.
CENTER FOR APPLIED BEHAVIOR
ANALYSIS ANALYSIS, LLC, a California
Limited Liability Company, and DOES 1
through 100, inclusive,
Defendants.

DESIREE SAENZ, behalf of herself and
all others similarly situated, and on behalf of
the general public,
Plaintiffs,

v.
CENTER FOR APPLIED BEHAVIOR
ANALYSIS ANALYSIS, LLC, a California
Limited Liability Company, and DOES 1
through 100, inclusive,
Defendants.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Joint Stipulation,” “Agreement,” “Settlement,” or “Stipulation of Settlement”) is made and entered by and between Plaintiff Ledejah Bradley, in her individual capacity, as class representative, and as a private attorney general, and Plaintiff Desiree Saenz, in her individual capacity, as class representative, and as a private attorney general (collectively, “Plaintiffs”) on one hand, and Defendant Center for Applied Behavior Analysis LLC d/b/a CABA (“Defendant”) on the other. This Joint Stipulation will be binding on Plaintiffs and the putative settlement class and aggrieved employees purported to be represented thereby, and Defendant, subject to the terms and conditions set forth below and the approval of the Court.

I. DEFINITIONS

To the extent any terms or phrases used in this Joint Stipulation are not specifically defined in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

1 A. “Action” means the putative class and representative action entitled *Ledejah*
2 *Bradley, et al. v. Center for Applied Behavior Analysis LLC d/b/a CABA, et al.*, Los Angeles
3 County Superior Court Case No. 23STCV02982, filed February 10, 2023; the representative
4 action lawsuit entitled *Desiree Saenz, et al. v. Center for Applied Behavior Analysis LLC, dba*
5 *CABA*, Los Angeles County Superior Court Case No. 23STCV08124, filed on April 12, 2023;
6 and the class action lawsuit entitled *Desiree Saenz, et al. v. Center for Applied Behavior Analysis*
7 *LLC, dba CABA*, Los Angeles County Superior Court Case No. 23STCV08113, filed on April
8 12, 2023.

9 B. “Attorneys’ Fees” or “Class Counsel Award” means the attorneys’ fees to be
10 awarded to Class Counsel from the Gross Settlement Fund for their efforts in the Action.
11 Attorneys’ Fees approved by the Court will not exceed one-third of the Gross Settlement Fund.

12 C. “Class Counsel” means counsel for Plaintiff Ledejah Bradley, Vanessa M.
13 Ruggles, Esq. and Gregg Lander, Esq.; and counsel for Plaintiff Desiree Saenz, Roman
14 Otkupman, Esq. and Nidah Farishta of Otkupman Law Firm, A Law Corporation.

15 D. “Class Members” or “Settlement Class” means all persons employed by
16 Defendant as hourly-paid, non-exempt employees described in the Complaint who worked for
17 Defendant during the Settlement Period. It shall be an opt-out class.

18 E. “Class Notice” means the form attached as **Exhibit 1** informing Class Members
19 of this Settlement, their rights thereunder, and their options as detailed in Section III.F through
20 H. below.

21 F. “Class Settlement Litigation Expenses” means the litigation costs to be awarded
22 to Class Counsel from the Gross Settlement Fund for actual costs advanced in connection with
23 the Action.

24 G. “Complaint” means the operative complaints filed by Plaintiffs in the Actions on
25 February 10, 2023, and April 12, 2023, including amendments thereto.

26 H. “Court” means the Los Angeles County Superior Court.

27 I. “Effective Date” means the date by which the Court’s order granting Final
28 Approval of this Joint Stipulation becomes final. Such order becomes final upon either of the

1 following events: (i) upon the Court issuing an order granting Final Approval of this Joint
2 Stipulation if no objections to the settlement are filed, or if an objection is filed but is withdrawn
3 prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed
4 prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the
5 later of the following events: (a) the day after the last day by which a notice of appeal of the
6 order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal
7 is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last
8 date for filing a request for further review of the Court of Appeal's decision passes and no
9 further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,
10 dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of
11 Appeal's decision is requested, the day after the request for review is denied with prejudice
12 and/or no further review of the order can be requested; or (d) if review is accepted, the day the
13 Supreme Court of the State of California affirms the Settlement.

14 J. "Final Approval" means the date upon which the Court enters an order granting
15 final approval of this Joint Stipulation, after having determined that the settlement is fair,
16 adequate, and reasonable to the Class following notice to the Class Members and a hearing on
17 the fairness of the settlement.

18 K. "Final Approval Hearing" means the final hearing held to ascertain the fairness,
19 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order
20 approving the Joint Stipulation finally.

21 L. "Gross Settlement Fund" means the sum of \$850,000. The Gross Settlement Fund
22 is an all-in settlement sum, inclusive of all fees, distributions, and costs of every kind that are
23 identified in this Agreement or that are necessary to effect the Settlement, except: (a) any
24 increase as required by Section IV(B); and (b) Defendant's share of the payroll taxes, which shall
25 be paid separately and on top of the Gross Settlement Fund.

26 M. "Incentive Award" means the Court-approved amounts to be paid to each named
27 plaintiff, Ledejah Bradley and Desiree Saenz, in the amount of \$12,500 each in addition to each
28 Plaintiff's Individual Settlement Award and Individual PAGA Payment, in recognition of

Plaintiffs' efforts and risks in prosecuting the Action.

N. "Individual PAGA Payment" means the amount payable from the PAGA Payment to each PAGA Member.

O. "Individual Settlement Award" means the amount payable from the Net Settlement Fund to each Participating Class Member

P. "LWDA Portion" means the portion of the PAGA Payment to be paid to the California Labor & Workforce Development Agency ("LWDA") in settlement of Plaintiffs' PAGA claims. The LWDA Portion is \$30,000, which is 75% of the PAGA Payment.

Q. "Net Settlement Fund" means Gross Settlement Fund less the Class Counsel Award, Class Settlement Litigation Expenses, Incentive Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Fund is the sum of money that will be distributed to the Participating Class Members, PAGA Members, and Participating PAGA Members.

R. "Objection" means a Class Member's valid and timely submission of a written objection to the Settlement to the Settlement Administrator within the Response Deadline. An Objection should include: (a) the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. Objecting Class Members may appear at the Final Approval Hearing either in person or through counsel retained at Class Member's own expense, to have their objection heard, whether or not they had submitted a prior written objection as specified in this section. The Court will rule on any Objections to the Settlement at the Final Approval Hearing. An Objection may be withdrawn at any time. The Settlement Administrator shall provide Objections, if any, to Class Counsel and Defense Counsel via email within three calendar days of receipt, and the Settlement Administrator shall attach any Objections to its declaration of due diligence, which is to be filed with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an Objection remains eligible to receive monetary compensation from the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage

1 Class Members from submitting an Objection or filing an appeal from the Final Approval.

2 S. "Opt-Out" means a written submission by a Class Member indicating a request to
3 be excluded from the Settlement. The Opt-Out must be in writing and must: (i) be signed by the
4 Class Member; (ii) contain the name, address, telephone number, and the last four digits of the
5 Social Security number of the Class Member opting out; (iii) clearly state that the Class Member
6 does not wish to be included in the Settlement; (iv) be returned by mail to the Settlement
7 Administrator at the specific address; and (v) be postmarked on or before the Response Deadline.
8 The date of the postmark on the return mailing envelope will be the exclusive means to determine
9 whether an Opt-Out has been timely submitted. A Class Member who does not opt out of the
10 Settlement will be deemed a "Participating Class Member" and will be bound by all terms of the
11 Settlement, if the Settlement is granted final approval by the Court. Any Class Member who
12 validly opts out from the Settlement will no longer be a member of the Settlement Class and will
13 not have any right to object, appeal, or comment on the Settlement, but any Class Member who is
14 also a PAGA Member will remain a Participating PAGA Member and will receive an Individual
15 PAGA Payment for the PAGA Released Claims. No later than 10 calendar days after the Response
16 Deadline, the Settlement Administrator shall provide counsel for the Parties a complete list of all
17 Class Members who submitted a timely and valid Opt-Out.

18 T. "PAGA" means the Private Attorneys General Act of 2004, Labor Code §§ 2698,
19 *et seq.*

20 U. "PAGA Member" means all non-exempt employees who worked for Defendant
21 during the PAGA Period.

22 V. "PAGA Member Portion" means the portion of the PAGA Payment that will be
23 distributed to PAGA Members. Subject to the Court's approval, the PAGA Member Portion will
24 be \$10,000, which is 25% of the PAGA Payment.

25 W. "PAGA Payment" means the amount of \$40,000, subject to Court approval, to be
26 paid from the Gross Settlement Fund for satisfaction of Plaintiffs' and Class Members' claims
27 under the PAGA. Under the PAGA, 75% (\$30,000) of this sum will be paid to the Labor and
28 Workforce Development Agency and 25% (\$10,000) will be distributed as the Individual PAGA

Payments to Class Members.

X. "PAGA Period" means from December 6, 2021, through September 24, 2024.

Y. "PAGA Released Claims" means all claims for penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing notices to the LWDA. Plaintiffs do not release any aggrieved employee's claim for wages or damages. The PAGA Release binds only Plaintiffs and the State of California.

Z. "Participating Class Members" means Plaintiffs and all other Class Members who do not submit a valid and timely Opt-Out.

AA. "Participating PAGA Members" means all Class Members who submit a valid and timely Opt-Out but are PAGA Members who nevertheless bound by the PAGA Release.

BB. "Parties" means Plaintiffs and Defendant.

CC. "Preliminary Approval" means the date upon which the Court enters an order granting preliminary approval of this Joint Stipulation.

DD. "Preliminary Approval Hearing" means the hearing held on the Motion for Preliminary Approval of the Joint Stipulation.

EE. "Qualified Settlement Fund" or "QSF" means the bank account established under this Joint Stipulation from which all monies payable under this Joint Stipulation shall be paid, as set forth herein.

FF. "Released Claims" means all claims that were stated in the Complaint and those that arise from or could arise from the facts alleged in the Complaint, that accrued during the Settlement Period.

GG. "Released Parties" means Defendant Center for Applied Behavior Analysis LLC, d/b/a CABA and its respective past, present, and future officers, directors, employees, and agents.

HH. "Response Deadline" means the last day by which a Class Member may opt out of the Settlement, object to the Settlement and/or submit a dispute. The Response Deadline shall be 30 calendar days following the Settlement Administrator's mailing of the Notice of Settlement. Provided, however, for Class Members whose Notices are sent to a different address subsequent

to the initial mailing, the Response Deadline shall be the earlier of 30 calendar days from the date of re-sending or the date that is 14 calendar days before the Final Approval Hearing.

II. “Settlement Administrator” means Rust Consulting, Inc.

JJ. “Settlement Administrator Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Fund not to exceed \$14,779, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Settlement Notices to Class Members in English and Spanish; (ii) preparing and submitting to Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, Incentive Awards, the Class Counsel Award; (iv) processing and validating Opt-Outs; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; and (vii) transmitting uncashed Individual Settlement Awards/Individual PAGA Payments to the Controller of the State of California to be held under to the Unclaimed Property Law, California Civil Code §§ 1500, et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

KK. “Settlement Period” means from February 10, 2019, through October 15, 2024.

LL. “Workweek Dispute” means a written statement that a Class Member disputes the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the written statement will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class List will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence.

1 All Workweek Disputes will be resolved and decided by the Settlement Administrator, and the
2 Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

3 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

4 **A. Discovery, Investigation, and Research**

5 The Parties investigated facts and law throughout the Action. Such investigation included
6 the exchange of information and documents under formal and informal discovery. Among other
7 things, Class Counsel reviewed all relevant policy documents and obtained a representative
8 sample of 31% of Class Members' compensation and timekeeping data. The Parties'
9 investigation also included preparing for and attending a full day of mediation with mediator
10 Hon. Carl J. West (Ret.). The Parties investigated relevant law as applied to the facts of the case,
11 potential defenses, and damages claimed by Plaintiffs on behalf of themselves, the Class, and the
12 PAGA Members.

13 **B. Allegations of the Class Representatives and Benefits of Settlement**

14 The Parties entered into this Joint Stipulation after arm's length bargaining by the Parties
15 with the assistance of an experienced and well-known mediator, and after Class Counsel
16 thoroughly reviewed all evidence with which they were provided. The information exchanged
17 between the Parties allowed them to assess the merits of the claims and defenses and reach a
18 compromise of the issues.

19 Plaintiffs and Class Counsel contend that the claims asserted in the Action have merit.
20 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
21 considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent in
22 such litigation. Class Counsel also considered the potential difficulty maintaining the Action as a
23 class action and/or representative action, and the likelihood of appeals. In addition, Class
24 Counsel considered Defendant's numerous defenses and the non-typical aspects of the Class
25 Members' jobs and job duties.

26 Class Counsel determined that this Joint Stipulation confers substantial benefit to the
27 Class and respectfully submits that an independent review by the Court will confirm this
28 conclusion. Class Counsel have determined that this Joint Stipulation is in the best interests of

Plaintiffs, the Class Members, and the PAGA Members.

C. Defendant's Denial of Wrongdoing, Defenses, and Benefits of Settlement

Defendant generally denies all claims alleged in the Action and further denies class or representative treatment is appropriate for any purpose other than this Settlement. Defendant contends it complied with all applicable laws, whether California or federal law. Defendant also contends that Plaintiffs' claims lack merit and fail as a matter of law. It is therefore also Defendant's position that if litigation continued, class certification would not be granted, or if it were, that it would be reversed. Defendant contends Plaintiffs are not adequate class representatives, their claims are not typical of the Class, and individual issues predominate over common ones. However, Defendant also concluded further litigation would be protracted and expensive. Thus, Defendant determined it is desirable to settle the Action in the manner and upon the terms and conditions herein.

D. Intent of the Settlement

This Joint Stipulation intends to achieve the following: (1) entry of an order approving the Joint Stipulation, conditionally certifying the Settlement Class, and granting the monetary relief set forth herein; (2) entry of judgment on Plaintiffs' alleged claims; and (3) discharge of Released Parties from liability for all Released Claims and PAGA Released Claims.

III. Procedural Issues

A. Class Certification

The Parties agree and stipulate, for settlement purposes only, to certification of the Settlement Class under Code of Civil Procedure § 382. If the Court does not grant preliminary and final approval of the Joint Stipulation, the Settlement Class will be deemed not to have been certified and any stipulation to certification thereof will have no effect and will not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or in any context in any other lawsuit.

B. Preliminary Approval

Class Counsel will file an unopposed Motion for Preliminary Approval seeking an order approving this Joint Stipulation, certifying the Class, approving the Notice and setting a date for

1 the Final Approval Hearing.

2 **C. Settlement Administrator**

3 The Parties agree to use Rust Consulting, Inc. as Settlement Administrator. The
4 Settlement Administrator's fee will come out of the Gross Settlement Fund. The Settlement
5 Administrator will handle: (1) preparing, printing, and mailing simultaneously the Notice in
6 substantially the same form as the attached **Exhibit 1** (the Class Notice in both English and
7 Spanish; (2) conducting searches and/or skip tracing to locate the best mailing address for Class
8 Members and PAGA Members; (3) receiving and reviewing any Opt-Outs of the Settlement,
9 Objections to the Settlement, and Disputes to the number of workweeks information; (4)
10 calculating all payments required under the Settlement; (5) handling inquiries from Class
11 Members concerning the Notice; (6) resolving any workweek/W-2 disputes; (7) providing
12 weekly status reports to Defendant's counsel and Class Counsel regarding the mailings, Opt-
13 Outs, Objections, Disputes, and settlement payments; (8) distributing settlement payments to
14 Class Members and PAGA Members, and payment to other parties including all state and federal
15 agencies under the terms of this Joint Stipulation; (9) providing due diligence declarations for
16 submission to the Court, as needed; (10) printing and providing Class Members, PAGA
17 Members, and Plaintiffs with tax forms as required under this Joint Stipulation and applicable
18 law, and providing copies of the same to Defendant; (11) translating the Notice to Spanish; (12)
19 sending and/or responding to submissions of Opt-Outs or contact information updates; (13)
20 preparing and sending reminder postcards to Class Members and PAGA Members who have not
21 cashed their settlement checks; (14) calculating and remitting to the appropriate government
22 agencies all employer and employee payroll tax obligations arising from the Settlement and
23 preparing and submitting filings required by law in connection with the payments required by the
24 Settlement; and (15) such other tasks as the Parties mutually agree or the Court orders the
25 Settlement Administrator to perform.

26 In order to perform these duties, the Settlement Administrator will receive from Class
27 Data (as that term is defined in section III.D, below) from Defendant. The Settlement
28 Administrator will maintain Class Data strictly confidential and will not disclose, divulge, or

1 publish the Class Data or any information derived from it except as necessary to carry forth its
2 obligations under this Agreement. The Settlement Administrator will take all legally required
3 and commercially reasonable means to maintain the security of the Class Data at all times. This
4 paragraph does not restrict Class Counsel's communications with Class Members in accordance
5 with Class Counsel's ethical obligations owed to Class Members.

6 The Settlement Administrator will also handle payments to Plaintiffs for their Incentive
7 Award, payment of Attorneys' Fees and Class Settlement Litigation Expenses as approved by the
8 Court, and payment of PAGA penalties to the LWDA. The Settlement Administrator will also
9 handle the distribution of any remaining amounts from uncashed checks in accordance with the
10 procedures set forth below.

11 **D. Notice to Class Members**

12 Notice will be provided to Class Members as follows:

13 Within 14 calendar days of Preliminary Approval, Defendant will provide the Settlement
14 Administrator with accurate Class Member counts, separated employee data, and workweek data,
15 specifically: (a) the name and last known address, telephone number, and email address of each
16 Class Member and PAGA Member; (b) the number of workweeks worked by each Class
17 Member during the Class Period; (c) the number of workweeks that each PAGA Member worked
18 for Defendant during the PAGA Period; (d) each Class Member and PAGA Member's social
19 security number; and (e) any other data necessary to determine the proper allocation among
20 Class Members (collectively, "Class Data").

21 Within 10 calendar days after the Settlement Administrator's receipt of the Class Data,
22 the Settlement Administrator will calculate the estimated payout to the individual Class Members
23 and PAGA Members, assuming all Class Members participate in the Settlement, and it will mail
24 the Notice to all Class Members via first-class regular U.S. mail.

25 Prior to mailing, the Settlement Administrator will perform a search based on the
26 National Change of Address Database and an Accurant search (or substantially similar in-depth
27 skip trace) for information to update and correct any known or identifiable address changes. It
28 will be conclusively presumed that the Class Member received the Notice if the Notice has not

1 been returned within 21 days of mailing. If a new address is obtained by way of a returned
2 Notice or otherwise, then the Settlement Administrator will promptly forward the original Notice
3 to the updated address via first-class regular U.S. mail, indicating on the original packet the date
4 of such re-mailing within three business days of receipt. The Settlement Administrator will
5 perform a skip trace and re-mail all returned, undeliverable mail within three business days of
6 receiving notice the mailing was undeliverable.

7 Upon completion of these steps by the Settlement Administrator, the Parties will be
8 deemed to have satisfied their obligation to provide notice of the Settlement to Class Members.
9 Such persons will be bound by all terms of the Joint Stipulation (including the Release) and the
10 Court's order and final judgment, unless they validly Opt-Out of the Class.

11 In addition, the Settlement Administrator shall establish a static website and post the
12 executed version of this Agreement, any preliminary approval order(s), the Final Approval
13 Order, and Judgment. Posting of the Final Approval Order and Judgment on such website shall
14 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
15 rule 3.771(b).

16 **E. Procedure for Opting Out of Class**

17 Class Members who wish to exclude themselves from the Settlement must mail the
18 Settlement Administrator a written submission indicating a request to be excluded from the
19 Settlement. The Opt-Out must be in writing and must: (i) be signed by the Class Member; (ii)
20 contain the name, address, telephone number, and the last four digits of the Social Security number
21 of the Class Member opting out; (iii) clearly state that the Class Member does not wish to be
22 included in the Settlement; (iv) be returned by mail to the Settlement Administrator at the specific
23 address; and (v) be postmarked on or before the Response Deadline. The date of the postmark on
24 the return mailing envelope will be the exclusive means to determine whether an Opt-Out has been
25 timely submitted, unless the Court orders otherwise.

26 Any Class Member who timely submits a valid Opt-Out will not be entitled to any
27 recovery from the Gross Settlement Fund, and those individuals will not be bound by the
28 Settlement, judgment, or order in this Action, nor will he or she be able to object to the

1 Settlement or appeal any of the Court's rulings regarding the Settlement *except that*,
2 Participating PAGA Members will receive a PAGA Payment and will be bound by the
3 Settlement and judgment in all respects concerning the PAGA claim. Class Members who fail to
4 properly submit an Opt-Out will be bound by all the terms of this Joint Stipulation, and any
5 judgment and order entered in the Action. PAGA Members may not opt out of the PAGA portion
6 of the Settlement.

7 The Settlement Administrator will provide counsel for the Parties with weekly updates
8 about Class Members who submit Opt-Outs.

9 **F. Procedures for Disputing Workweeks**

10 Subject to the Court's review, the Settlement Administrator's determination of eligibility
11 for, and the amounts of, any settlement payment under this Joint Stipulation will be conclusive,
12 final, and binding on all Parties, including all Class Members. To dispute the number of
13 workweeks with which he or she has been credited, a Class Member must complete and submit a
14 a written statement that a Class Member disputes the number of Workweeks listed on his/her
15 Settlement Notice. Any such Workweek Dispute must be faxed or mailed to the Settlement
16 Administrator by the Response Deadline. The date of the fax or postmark on the written statement
17 will be the exclusive means to determine whether a Workweek Dispute has been timely submitted.
18 A valid Workweek Dispute must be in writing and should contain: (i) the Class Member's full
19 name, signature, address, telephone number, and the last four digits of his/her Social Security
20 number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence
21 supporting his/her contention. The dates of employment identified for each Class Member in the
22 applicable Class List will be presumed to be correct, unless a particular Class Member proves
23 otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be
24 resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision
25 on all Workweek Disputes will be final and non-appealable. Defendant's records will be presumed
26 correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
27 Member and will make the final decision on the merits of the dispute. The Settlement
28 Administrator may ask Defendant to produce the personnel and payroll files of the Class

Member in order for the Settlement Administrator to resolve the dispute, which the Settlement Administrator will maintain as confidential and not distribute or publish to any person, except as necessary to carry out its duties under this Agreement. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

G. Procedure for Objecting to Settlement

Any Class Member who seeks to object to the Settlement may complete and submit a written objection to the Settlement to the Settlement Administrator within the Response Deadline. An Objection should include: (a) the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. Objecting Class Members may appear at the Final Approval Hearing either in person or through counsel retained at Class Member's own expense, to have their objection heard, whether or not they had submitted a prior written objection as specified in this section. The Court will rule on any Objections to the Settlement at the Final Approval Hearing. An Objection may be withdrawn at any time. The Settlement Administrator shall provide Objections, if any, to Class Counsel and Defense Counsel via email within three calendar days of receipt, and the Settlement Administrator shall attach any Objections to its declaration of due diligence, which is to be filed with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an Objection remains eligible to receive monetary compensation from the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting an Objection or filing an appeal from the Final Approval.

H. Final Approval

At the Final Approval Hearing, Class Counsel will move the Court for the entry of judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and

Defendant's counsel will submit to the Court such pleadings and evidence as may be required for the Court's determination.

No later than the time designated for filing the motion for final approval, the Settlement Administrator will provide to Class Counsel, for filing with the Court in support of Plaintiffs' motion for final approval of the Settlement, a declaration of due diligence setting forth its compliance with its obligations under this Joint Stipulation.

I. Notice of Judgment

The Settlement Administrator shall post the Final Approval Order and Judgment on the Settlement Administrator's website within seven calendar days after entry of Order and Judgment. The Settlement Administrator shall post a copy of the signed judgment for 180 calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this Judgment.

IV. SETTLEMENT TERMS

A. Gross Settlement Fund and Settlement Payments

To settle the Released Claims in the Action, Defendant will pay the aggregate Gross Settlement Fund on a non-reversionary basis. This is an all-in settlement, inclusive of Attorneys' Fees, Class Settlement Litigation Expenses, Incentive Award, Settlement Administrator Costs, and PAGA Payment. Except as may be required in Section IV(B), Defendant will not be required to contribute additional sums to fund the Settlement or otherwise resolve this action. All Class Members will be eligible to participate in the Settlement. Class Members will receive a pro-rata share of the Net Settlement Fund under a workweek formula, as set forth below. The PAGA Member Portion will be divided among and distributed to all PAGA Members based upon the number of workweeks that they worked during the PAGA Period.

B. Optional Increase of Gross Settlement Fund

As of the date the Parties executed the Memorandum of Understanding, Defendant represented that the number of workweeks for all Class Members from February 10, 2019, to November 15, 2023, is 42,960 (the "Certified Workweek Amount"). If the actual number of workweeks for all Class Members from August 30, 2018, to October 15, 2024, should exceed the

1 Certified Workweek Amount by more than ten percent (10%), Defendant will have the sole
2 option at its discretion either to pay the pro rata percentage increase in excess of 10% to the
3 Gross Settlement Fund to include the additional workweeks, *e.g.*, an 11% increase in workweeks
4 would result in a 1% increase in the Gross Settlement Fund, or to adjust the last day of the Class
5 Period until such date that the actual number of workweeks is no more than 110% of the
6 Certified Workweek Amount.

7 **C. Establishment of Settlement Fund Account**

8 Within seven days of Final Approval, the Settlement Administrator will establish the
9 QSF in a non-interest-bearing transaction account at an FDIC-insured institution with at least one
10 branch in California.

11 **D. Tax Treatment of Settlement Payments**

12 The Net Settlement Fund will be distributed to the Settlement Class Members and will be
13 allocated 20% wages and 80% as penalties and interest. Payments to PAGA Members shall be
14 allocated as 100% penalties. Amounts paid as wages shall be subject to all tax withholdings
15 customarily made from employee's wages and all other authorized and required withholdings
16 and shall be reported by IRS Form W-2. The interest and penalties will be reported by IRS Form
17 1099. The Settlement Administrator will issue the appropriate federal and state tax forms.

18 The Parties make no representations as to the tax treatment or legal effect of the
19 payments called for hereunder, the Class Members and PAGA Members are not relying on any
20 statement or representation by the Parties in this regard. The Class Members and PAGA
21 Members understand and agree that they will be responsible for the payment of any employee
22 taxes and penalties assessed on the payments described herein and will hold the Parties free and
23 harmless from and against any claims, liabilities, costs and expenses, including attorney's fees,
24 resulting in any way from personal tax treatment of the payments made pursuant to this
25 Agreement, including the treatment of such payments as not subject to withholding or deduction
26 for payroll and employment taxes.

27 **E. Circular 230 Disclaimer**

28 Each Party to this Agreement acknowledges and agrees that: (1) no provision of this

1 Agreement, and no written communication or disclosure between or among the Parties or their
2 attorneys and other advisers, is or was intended to be, nor will any such communication or
3 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
4 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
5 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
6 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
7 entered into this Agreement based upon the recommendation of any other party or attorney or
8 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure
9 by any attorney or advisor to any other to any other party to avoid any tax penalty that may be
10 imposed on the acknowledging party, and (3) no attorney or advisor to any other Party has
11 imposed any limitation that protects the confidentiality of an such attorney's or advisor's tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
13 acknowledging part of the tax treatment or tax structure of any transaction, including any
14 transaction contemplated by this Agreement.

15 **F. Distribution of Settlement Proceeds**

16 The Settlement Administrator will keep Defendant's counsel and Class Counsel apprised
17 of all distributions from the QSF. No person will have any claim against Defendant, Defendant's
18 counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on distributions and
19 payments made under this Joint Stipulation. Distribution will be as follows:

20 **1. Good Faith Money Deposit**

21 On or before May 15, 2025, Defendant shall deposit the amount of \$190,000 with the
22 Settlement Administrator as an initial payment to fund the Gross Settlement Fund (the "Good
23 Faith Money Deposit"). Defendant's failure to timely fund the Good Faith Money Deposit will
24 not constitute a breach of Defendant's obligations under this Agreement unless Defendant has
25 failed to fund the Good Faith Money Deposit for more than 15 business days after the date on
26 which payment was required.

27 If this Agreement fails to become effective for any reason, including those set forth in
28 section VIII below, and the Parties provide notice to the Settlement Administrator in a writing

signed by counsel for both parties, the Settlement Administrator will return the Good Faith Money Deposit to Defendant, and Defendant will be responsible for any fees incurred by the Settlement Administrator related to the Good Faith Money Deposit.

2. Time for Defendant to Pay Gross Settlement Amount

In addition to the Good Faith Money Deposit, Defendant shall fund the balance of the Gross Settlement Fund to settle this matter according to the following payment schedule (“Settlement Payments”):

- a. One-third of the Gross Settlement Fund balance to be paid on or before December 1, 2025;
- b. One-third of the Gross Settlement Fund balance, to be paid on or before June 1, 2026.
- c. Remaining one-third of the Gross Settlement Fund balance to be paid on or before December 1, 2026.

In the event that the Effective Date has not occurred by November 18, 2025, the due dates of each Settlement Payment will be extended according to the actual Effective Date, i.e., the first Settlement Payment will be due on the date that is 14 days after the Effective Date, the second Settlement Payment will be due on the date that is six months and 14 days after the Effective Date, and the final Settlement Payment will be due on the date that is 12 months and 14 days after the Effective Date.

3. Non-payment and Default

In the event that any of the Settlement Payments is not received by the Settlement Administrator on or before the date it is due, the Settlement Administrator will promptly notify counsel for both parties. Defendant will have 30 days from the date such notice is sent to the parties to pay the amount due. If Defendant fails either to make full payment of the amount due within 30 days of the Settlement Administrator's notice then the entire Gross Settlement Amount shall become due immediately and automatically.

4. Payout to Class Members and PAGA Members

The Gross Settlement Fund shall be paid by Defendant as described above in Section IV.F.1

1 and IV.F.2. Defendant shall provide the Gross Settlement Fund to the Settlement Administrator in
2 any feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not
3 finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become
4 effective for any reason, or if the Effective Date does not occur, then no portion of the Gross
5 Settlement Fund shall be paid, and any funds deposited in the QSF will be returned to Defendant
6 within seven days. The Settlement Administrator shall make the payments enumerated in this
7 section within 10 calendar days after Defendant provides the Settlement Administrator with the
8 third and final payment under Section IV.F.2.c. above

9 Payments to the Settlement Class. Class Members shall not be required to submit a claim
10 in order to receive a share of the Net Settlement Fund, and no portion of the Gross Settlement
11 Fund shall revert to Defendant or result in any unpaid residue. The Settlement Administrator
12 shall first compute the Net Settlement Fund by deducting from the following amounts as
13 approved by the Court: Attorneys' Fees, Class Settlement Litigation Expenses, Incentive Award,
14 PAGA Payment, and Settlement Administration Costs. To the extent the Court does not approve
15 the full requested Attorneys' Fees, Class Settlement Litigation Expenses, Incentive Award,
16 PAGA Payment, or Settlement Administrator Fees, the Net Settlement Fund will increase
17 accordingly, by the difference between the request amount and the amount awarded by the Court.

- 18 a. Individual Settlement Award: From the Net Settlement Fund, the
19 Settlement Administrator will calculate each Individual Settlement
20 Award by dividing the Net Settlement Fund by the total number of
21 workweeks resulting in the Workweek Value and then multiplying the
22 Workweek Value by the number of workweeks worked by each Class
23 Member. For purposes of payment, a week of employment shall be
24 defined as any regular workweek in which the Class Member worked on
25 three or more calendar days. All Class Members will be entitled to
26 payment for at least one workweek. Defendant will provide the total
27 number of workweeks for each Class Member to the Settlement
28 Administrator. The Settlement Administrator will calculate the number

1 of workweeks worked by the Class Members during the Settlement
2 Period, the amount to be paid per workweeks, and the Individual
3 Settlement Awards to eligible Class Members. All Workweek Disputes
4 will be resolved and decided by the Settlement Administrator, and the
5 Settlement Administrator's decision on all workweek Disputes will be
6 final and non-appealable.

7 b. Individual PAGA Payment: The Settlement Administrator will calculate
8 each PAGA Member's Individual PAGA Payment by dividing the 25%
9 of the PAGA Payment to be distributed to the PAGA Members, i.e.,
10 \$10,000, by the total number of Pay Periods during the PAGA Period,
11 which will equal the PAGA Pay Period Value, and then multiplying the
12 PAGA Pay Period Value by the number of Pay Periods worked during
13 the PAGA Period by each PAGA Member.

14 c. Each Participating Class Member's Individual Settlement Award and
15 Individual PAGA Payment shall be calculated solely by the Settlement
16 Administrator using Defendant's workweek data. Defendant's
17 workweek data will be presumed to be correct, unless a particular Class
18 Member proves otherwise to the Claims Administrator by credible
19 evidence. All Workweek Disputes will be resolved and decided by the
20 Claims Administrator, and the Claims Administrator's decision on all
21 Workweek Disputes will be final and non-appealable.

22 d. Individual Settlement Awards and Individual PAGA Payments shall be
23 mailed by the Settlement Administrator by regular first-class U.S. Mail
24 to each Participating Class Member's last known mailing address within
25 10 calendar days after Defendant provides the Settlement Administrator
26 with the third and final payment under Section IV.F.2.c. above. Prior to
27 mailing the Individual Settlement Awards and the Individual PAGA
28 Payments, the Settlement Administrator shall perform a search based on

1 the National Change of Address Database maintained by the United
2 States Postal Service to update and correct any known or identifiable
3 address changes.

4 e. Should any of the following occur, the Settlement Administrator will
5 proportionately increase the estimated Individual Settlement Award of
6 each Participating Class Member to ensure that the entire Net Settlement
7 Fund is distributed to Participating Class Members: (i) any Class
8 Members submit timely and valid, or otherwise accepted, Opt-Outs
9 following the provision of Settlement Notices; (ii) the Court approves
10 the Incentive Award in amounts less than those requested by Plaintiffs,
11 as detailed herein; (iii) the Court approves a Class Counsel Award in an
12 amount less than that requested by Plaintiffs, as detailed herein; and/or
13 (iv) the Court approves Settlement Administration Costs in an amount
14 less than that requested by Plaintiffs, as detailed herein.

15 f. Individual Settlement Awards and Individual PAGA Payments shall be
16 made by check and shall be made payable to each Participating Class
17 Member as set forth in this Stipulation of Settlement.

18 g. Individual Settlement Awards shall be allocated as follows: 20% as
19 alleged unpaid wages subject to all applicable tax withholdings; 80% as
20 unpaid interest and penalties. The Settlement Administrator shall issue
21 an IRS Form W-2 to each Participating Class Member for the portion of
22 each Individual Settlement Award allocated as alleged unpaid wages and
23 subject to all applicable tax withholdings. Individual PAGA Payments
24 are deemed 100% alleged unpaid non-wage interest and penalties. The
25 Settlement Administrator shall issue an IRS Form 1099 to each Class
26 Member for the Individual PAGA Payment and for the portion of each
27 Individual Settlement Award allocated as alleged unpaid non-wage
28 penalties and interest and not subject to payroll tax withholdings. The

1 Settlement Administrator shall calculate the amount of the Employer's
2 Share of Payroll Taxes and shall remit and report the applicable portions
3 of the payroll tax payment to the appropriate taxing authorities in a
4 timely manner. Defendant will be responsible for paying its share of the
5 Payroll Taxes and this amount will not be deducted from the Gross
6 Settlement Fund.

- 7 h. Any Individual Settlement Award check and/or Individual PAGA
8 Payment check issued by the Settlement Administrator to Participating
9 Class Members and Participating PAGA Members will be valid and
10 negotiable for at least 180 calendar days from the date they are issued.
11 After the expiration of the 180-day period, the Settlement Administrator
12 will prepare the Final Report regarding the distribution of the Gross
13 Settlement Fund, including the total amount that was cashed/deposited
14 by Participating Class Members and Participating PAGA Members, and
15 the total amount of any uncashed settlement checks under California
16 Code of Civil Procedure § 384. After the Final Report is filed, the total
17 amount of any uncashed settlement checks will be transmitted by the
18 Settlement Administrator to the Controller of the State of California to
19 be held under the Unclaimed Property Law, California Civil Code §§
20 1500, et seq., for the benefit of those Settlement Class members who did
21 not cash their checks until such time that they claim their property.
- 22 i. In the event a Class Member fails to cash/deposit his or her Individual
23 Settlement Award check and/or Individual PAGA Payment check, the
24 Participating Class Member/Participating PAGA Member shall
25 nevertheless remain bound by the Settlement. All monies received by
26 Class Members under the Settlement which are attributable to wages shall
27 constitute income to such Class Members solely in the year in which such
28 monies actually are received by the Class Members. It is expressly

1 understood and agreed that the receipt of Individual Settlement Awards
2 shall not entitle any Class Member to additional or derivative
3 compensation or benefits under any collective bargaining agreement or
4 under any bonus, contest or other compensation or benefit plan or
5 agreement in place during the period covered by the Settlement, nor shall it
6 entitle any Class Member to any increased pension and/or retirement, or
7 other deferred compensation benefits. It is the intent of the Parties that the
8 Individual Settlement Awards and Individual PAGA Payments provided
9 for in this Stipulation of Settlement are the sole payments to be made by
10 Defendant to Class Members in connection with this Settlement, with the
11 exception of Plaintiffs, and that the Class Members are not entitled to any
12 new, additional, or derivative compensation or benefits as a result of
13 having received the Individual Settlement Awards and/or and Individual
14 PAGA Payments. Furthermore, the receipt of Individual Settlement
15 Awards and Individual PAGA Payments by Class Members shall not, and
16 does not, by itself establish any general, special, or joint employment
17 relationship between and among the Class Member(s) and Defendant.

18 **G. Attorneys' Fees**

19 Class Counsel may request an award of Attorneys' Fees up to one-third of the Gross
20 Settlement Fund. Defendant will not be obligated to pay any Attorneys' Fees of Class Counsel,
21 Plaintiffs, Class Members, or PAGA Members above this amount. Class Counsel's attorney fee
22 application will be submitted and heard during the Final Approval Hearing. The Court will
23 determine the Attorneys' Fees. If the Court believes the Attorneys' Fees should be reduced, the
24 other terms of the Settlement will remain in effect and any such reduction will not affect the
25 remaining terms, other than adjusting the Net Settlement Fund. Class Counsel shall have the
26 right to appeal an order from the Court denying the full amount of Attorneys' Fees requested.

27 **H. Class Settlement Litigation Expenses**

28 Class Counsel may request an award of reasonable litigation expenses not to exceed

1 \$25,000 from the Gross Settlement Fund. Defendant will not be obligated to pay any costs of
2 Class Counsel, Plaintiffs, Class Members, or PAGA Members above the amount approved by the
3 Court. Class Counsel's request for costs must be submitted with its fee application and heard
4 during the Final Approval Hearing. The Court will determine the Class Settlement Litigation
5 Expenses. If the Court believes the Class Settlement Litigation Expenses should be reduced, the
6 other terms of the Settlement will remain in effect and any such reduction will not affect the
7 remaining terms, other than adjusting the Net Settlement Fund. Class Counsel shall have the
8 right to appeal an order from the Court denying the full amount of costs requested.

9 **I. Class Representative Incentive Award**

10 Defendant will not object to an Incentive Award of no more than \$12,500 to each
11 Plaintiff. The Incentive Award will be deducted from the Gross Settlement Fund. The Incentive
12 Award is in addition to whatever payment the named Plaintiffs are otherwise entitled to as a
13 Class Member or PAGA Member. Defendant will not be obligated to pay any Incentive Award
14 in the Action above this amount. The Incentive Award will be considered miscellaneous income.
15 The Settlement Administrator will issue an IRS Form 1099, and any other tax forms, to Plaintiffs
16 relating to this award. The Court will determine the Incentive Award. If the Court believes the
17 Incentive Award should be reduced, the other terms of the Settlement will remain in effect and
18 any such reduction will not affect the remaining terms, other than adjusting the Net Settlement
19 Fund. Plaintiffs shall have the right to appeal an order from the Court denying the full amount of
20 the enhancement requested.

21 Plaintiffs acknowledge and agree that Defendant and its attorneys have made no
22 representations or warranties regarding the tax consequences of payment of the Incentive Award,
23 and Plaintiffs have not relied on any such representations or warranties. Plaintiffs further agree to
24 pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties
25 that may be due or payable to any taxing authority as a result of payment of the Incentive Award.
26 Furthermore, Plaintiffs agree to defend and indemnify Defendant in connection with any taxes,
27 fines, interest, or penalties incurred as a result of any failure by Plaintiffs to pay taxes due, if any,
28 on the Incentive Award paid.

1 **J. Settlement Administrator Costs**

2 The Parties agree the Settlement Administration Costs will be deducted from the Gross
3 Settlement Fund, subject to approval by the Court, not to exceed \$14,779.

4 **K. PAGA Penalties**

5 The Parties agree to allocate \$40,000 of the Gross Settlement Fund to the resolution of all
6 claims for penalties under PAGA during the PAGA Period. Under Labor Code § 2699(i), 75% of
7 that amount, or \$10,000, will be allocated to the LWDA (“LWDA Portion”). This amount will be
8 paid by the Settlement Administrator within 10 calendar days after receiving the Gross
9 Settlement Amount from Defendant. The other 25%, or \$10,000, will be paid to the PAGA
10 Members as set forth above.

11 **L. Defendant’s Fees and Costs**

12 Defendant will bear its own fees and costs.

13 **V. RELEASE OF CLAIMS BY THE CLASS**

14 Upon the Effective Date and upon Defendant’s payment of the Gross Settlement Fund
15 and employer’s share of payroll taxes and fees, Plaintiffs and Class Members will be deemed to
16 have released the Released Parties of and from all of the Released Claims during the Class
17 Period.

18 **VI. RELEASE OF CLAIMS BY PAGA MEMBERS**

19 Upon Defendant’s full payment of the Gross Settlement Fund and employer’s share of
20 payroll taxes and fees, Plaintiffs and the State of California will be deemed to have released the
21 Released Parties of and from all of the PAGA Released Claims during the PAGA Period.

22 **VII. RELEASE OF CLAIMS BY PLAINTIFFS**

23 Upon Defendant’s full payment of the Gross Settlement Fund and employer’s share of
24 payroll taxes and fees, Plaintiffs will be deemed to have released the Released Parties of and
25 from all of the Released Claims and PAGA Released Claims during the Class and PAGA
26 Periods, as set forth above. Plaintiffs’ releases also include a waiver of all rights under California
27 Civil Code § 1542, which includes a release of all known and unknown claims against the
28 Released Parties that have been alleged or could have been alleged. Civil Code § 1542 provides:

**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.**

Upon Defendant's full payment of the Gross Fund Value and employer's share of payroll taxes and fees, Plaintiffs will be deemed to have waived their rights under Civil Code § 1542, as set forth above.

VIII. NULLIFICATION OF THE JOINT STIPULATION

If (a) the Court should for any reason fail to approve this Joint Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the Action, or (c) the judgment is reversed, modified, or declared or rendered void, this Joint Stipulation will be null and void, and neither this Joint Stipulation, nor any of the related negotiations or proceedings, will be of any force or effect, and all Parties will stand in the same position, without prejudice, as if the Joint Stipulation had not been entered into or filed. Invalidation of any material portion of this Joint Stipulation will invalidate this Joint Stipulation in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Joint Stipulation are to remain in full force and effect or unless as otherwise set forth above.

If the number of Class Members who submit valid Opt-Outs is 5% or more of the total Class Members, Defendant may revoke this Joint Stipulation in its sole discretion. If Defendant revokes, it must do so in writing to Class Counsel within 14 calendar days after the Settlement Administrator notifies the Parties of the total number of valid Opt-Outs received by the Response Deadline. Defendant shall pay any costs incurred by the Settlement Administrator in the event that Defendant rescinds the Joint Stipulation.

IX. DUTIES OF THE PARTIES

A. Mutual Full Cooperation

1 The Parties agree to cooperate, and to accomplish and implement the terms of this Joint
2 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such
3 other documents and taking such other actions as may be reasonably necessary to fulfill the
4 terms of this Joint Stipulation. The Parties will use their best efforts, including all efforts
5 contemplated by this Joint Stipulation and any other efforts that may become necessary by court
6 order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as
7 practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of
8 Defendant and its counsel, will try to secure Preliminary Approval and Final Approval.

9 **B. Duty to Support and Defend the Settlement**

10 The Parties agree the Settlement is fair, adequate, and reasonable and will so represent to
11 the Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to
12 support the Joint Stipulation fully, and to use their best efforts to defend this settlement from any
13 legal challenge, whether by appeal or collateral attack.

14 **X. MISCELLANEOUS PROVISIONS**

15 **A. No Media Comments or Publicity**

16 If contacted by the media, the Parties and Class Counsel will merely inform them that the
17 case has been resolved and refer them to the public filings.

18 **B. No Admission of Liability**

19 This Joint Stipulation is not an admission of liability by Defendant or any of the Released
20 Parties. Neither this Stipulation nor final form of settlement shall constitute an admission on
21 behalf of Defendant of any form of liability or the accuracy of any allegation made by Plaintiffs
22 or Class Counsel.

23 **C. Construction**

24 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
25 negotiations, and it is not to be construed for or against any party for any reason.

26 **D. Choice of Law**

27 Joint Stipulation is intended to and will be governed by the laws of California, without
28 regard to conflicts of law principles.

1 **E. Jurisdiction**

2 The Court will retain continuing jurisdiction over the Action and the Joint Stipulation
3 pursuant to Code of Civil Procedure § 664.6 for purposes of (1) enforcing the Joint Stipulation;
4 (2) addressing any claim administration matters that may raise; and (3) addressing post-judgment
5 matters as may be appropriate.

6 **F. Captions and Interpretations**

7 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience
8 and for reference only, and in no way define, limit, extend, or describe the scope of this Joint
9 Stipulation or any provision thereof.

10 **G. Modifications**

11 This Joint Stipulation may not be changed, altered, or modified, except in writing signed
12 by counsel for the Parties and approved by the Court. This Joint Stipulation may not be
13 discharged except by performance under its terms or by a writing signed by the Parties.

14 **H. Integration Clause**

15 All other prior or contemporaneous agreements, understandings, representations, and
16 statements, whether oral or written, between the Parties are merged herein. No rights under this
17 Joint Stipulation may be waived except in writing.

18 **I. Successors and Assigns**

19 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
20 respective heirs, trustees, executors, administrators, successors, and assigns.

21 **J. Class Counsel Signatories**

22 Because the Class Members are so numerous, the Parties agree it is impossible or
23 impractical to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be
24 executed on behalf of the Class Members by Class Counsel and Plaintiffs.

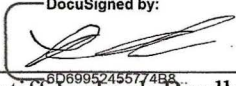
25 **K. Plaintiffs' Waiver of Right to Opt Out or Object**

26 Plaintiffs agree not to Opt-Out of the Class and agree not to object to any terms of this
27 Joint Stipulation. Non-compliance with this paragraph by any Plaintiff will be void and of no
28 force or effect. Any such request for exclusion or objection by either Plaintiff will therefore be

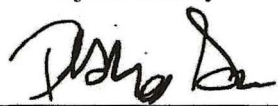
void and of no force or effect.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

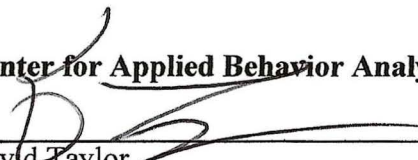
Dated: 5/9/2025

DocuSigned by:

6D6995245577488
Plaintiff Ledejah Bradley

Dated: 04 / 28 / 2025


Plaintiff Desiree Saenz

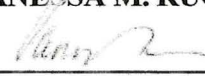
Dated: 5/15/2025


Center for Applied Behavior Analysis LLC
David Taylor
President

APPROVED AS TO FORM

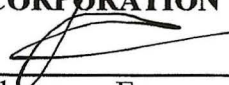
VANESSA M. RUGGLES, ESQ.

Dated: 5/9/25


Vanessa M. Ruggles, Esq.
Gregg Lander, Esq.
Attorneys for Plaintiff Ledejah Bradley

Dated: 04 / 28 / 2025

**OTKUPMAN LAW FIRM,
A LAW CORPORATION**


Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff Desiree Saenz

Dated: 5/15/2025

AKERMAN LLP

Damien P. DeLaney, Esq.
Attorneys for Defendant