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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURT HOUSE DISTRICT

KARINA LUJAN CHAVEZ, an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

DIP BRAZE, INC., a California limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

AND CONSOLIDATED ACTION

Case Nos. (Lead Case) 23STCV01161
(Consolidated with 23STCV06681)

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

*Assigned for All Purposes to:
Hon. Elaine Lu, Dept. 9*

Action Filed: January 18, 2023
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Karina Lujan Chavez (“Plaintiff”) and defendant Dip Braze, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1 “Action” means the related and consolidated cases filed by Plaintiff and pending in Superior Court of the State of California, County of Los Angeles: *Karina Lujan Chavez v. Dip Braze, Inc.*, Case No. 23STCV01161, alleging wage and hour violations against Defendant initiated on January 18, 2023, (the “Class Action”) and Case No. 23STCV06681, alleging violation of the Labor Code Private Attorneys General Act of 2004 against Defendant initiated on March 24, 2023 (the “PAGA Action”).

1.2 “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Agreement” means this Settlement Agreement.

1.5 “Aggrieved Employee” means all persons who are currently or formerly were employed by Defendant within the State of California and who were classified as non-exempt at any time during the PAGA Period.

1.6 “Class” means all persons who are currently or were formerly employed by Defendant in the State of California at any time as non-exempt, hourly-paid employees during the Class Period.

1.7 “Class Claims” means the pleadings and individual class-action claims for alleged violations of the California Labor Code and for alleged unfair business practices as alleged in the Class Action.

1.8 “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law

Group, P.C.

1.9 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for payment and reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action and which will require Court approval before remitted to Class Counsel.

1.10 “Class and Aggrieved Employee Data” means a list of all Class Members and Aggrieved Employees that shall include: (1) name; (2) last-known mailing address; (3) last known telephone number(s); (4) last-known Social Security Number(s); and (5) the number of workweeks worked during the Class Period and the PAGA. It also includes the underlying timekeeping and payroll data used to determine the number of workweeks worked by Class Members and Aggrieved Employees.

1.11 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.13 “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval And Approval Of The PAGA Settlement, to be mailed to Class Members and Aggrieved Employees in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14 “Class Period” means the period from January 18, 2019, through November 10, 2024.

1.15 “Class Representative” means Karina Lujan Chavez, the named Plaintiff in the

1 Class Action and PAGA Action complaint in the Action who will be seeking Court
2 approval to serve as a Class Representative.

3 1.16 “Class Representative Service Payment” means the Court-approved payment to
4 the Class Representative for initiating the Action and providing services in support of
5 the Action.

6 1.17 “Court” means the Superior Court of California, County of Los Angeles.

7 1.18 “Defendant” means named defendant Dip Braze, Inc.

8 1.19 “Defense Counsel” means Millicent N. Sanchez, Esq. and Lori M. Yankelevits,
9 Esq. of Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.

10 1.20 “Effective Date” means the later of: (a) the date Court enters a Judgment on its
11 Order Granting Final Approval of the Settlement; and (b) date the Judgment becomes
12 final. The Judgment becomes final as of the latest of the following occurrences: (a) if
13 no Participating Class Member objects to the Settlement, the day the Court enters
14 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the
15 day after the deadline for filing a notice of appeal from the Judgment; or if a timely
16 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment
17 and issues a remittitur.

18 1.21 “Final Approval” means the Court’s Order granting final approval of the
19 Settlement.

20 1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final
21 Approval of the Settlement.

22 1.23 “Final Judgment” means the Judgment entered by the Court based upon granting
23 the Final Approval of the Settlement.

24 1.24 “General Release Payment” means the payment Defendant will make to Plaintiff
25 on account of Plaintiff providing a general release of any and all claims against
26 Defendant and all Released Parties, including a waiver of right under California Code of
27 Civil Procedure Section 1542, as discussed in Paragraph 5.1.

28 1.25 “Gross Settlement Amount” or “Gross Settlement Fund” means \$500,000.00

(Five Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

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

1.27 "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.29 "LWDA" means the California Labor and Workforce Development Agency.

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

1.31 "Net Settlement Amount" or "Net Settlement Fund" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid on a pro rata basis to Participating Class Members as Individual Class Payments.

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

1.33 "PAGA Pay Period" means any Pay Period during which an Aggrieved

Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.34 “PAGA Period” means the period from January 18, 2022 through the end of the Class Period.

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

1.36 “PAGA Claims” means the claims alleged in the pleading in the PAGA Action.

1.37 “PAGA Notice” means plaintiff’s January 18, 2023, letter to Defendant and the LWDA, providing notice of Plaintiff’s alleged claims for civil penalties pursuant to Labor Code section 2699.3 subd. (a).

1.38 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Fund allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

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

1.40 “Plaintiff” means Karina Lujan Chavez, the named plaintiff in the Action.

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

1.42 “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.45 “Released Parties” means: Defendant, and each of its former, present and future owners, parents, affiliates, divisions, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants,

1 insurers, reinsurers, and/or legal representatives both individually and in their business
2 capacities.

3 1.46 “Request for Exclusion” means a Class Member’s submission of a written
4 request to be excluded from the Class Settlement signed by the Class Member.

5 1.47 “Response Deadline” means forty-five (45) days after the Administrator mails
6 Notice to Class Members and Aggrieved Employees, and shall be the last date on which
7 Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail
8 his or her Objection to the Settlement. Class Members to whom Notice Packets are
9 resent after having been returned undeliverable to the Administrator shall have an
10 additional 15 days beyond the Response Deadline that has expired.

11 1.48 “Settlement” means the disposition of the Action effected by this Agreement and
12 the Judgment.

13 1.49 “Workweek” means any week during which a Class Member worked for
14 Defendant, for at least one day during the Class Period.

15 **2. RECITALS**

16 2.1 On January 18, 2023, Plaintiff filed with the LWDA and served on Defendant a
17 notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the
18 LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees
19 for various violations of the Labor Code (“PAGA Notice”).

20 2.2 Also on January 18, 2023, Plaintiff commenced the Class Action by filing a
21 complaint against Defendant alleging (1) failure to pay overtime; (2) failure to pay
22 minimum wages; (3) failure to provide meal breaks, or compensation in lieu thereof; (4)
23 rest breaks, or compensation in lieu thereof; (5) waiting time penalties; (6) wage
24 statement violations; (7) failure to timely pay wages; (8) failure to indemnify for
25 business expenses; and (9) unfair competition (the “Class Complaint”).

26 2.3 On March 24, 2023, Plaintiff filed the PAGA Action, a separate representative
27 complaint under PAGA seeking PAGA civil penalties for the Labor Code violations
28 alleged in the PAGA Notice (the PAGA Complaint”)

2.4 Defendant filed a Notice of Related Case in both cases and the Court thereafter ordered the cases related, with the Class Action as the lead case.

2.5 On June 21, 2023, the Court consolidated the related cases with the Class Action as the lead case.

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

2.7 Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records between January of 2019 through January of 2024; (b) a class list of hire dates, termination dates, and positions worked for all Class Members; (c) Defendant's employee handbook and relevant written policies and procedures; (d) a list of all pay periods (and pay dates) between January 2019 and January 2024; and (e) all documents pertaining to Plaintiff available to Defendant.

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

2.9 On July 13, 2024, the Parties participated in an all-day mediation presided over by Eve Wagner, Esquire. The mediation was successful, and the Parties agreed to globally resolve all Class Claims and PAGA Claims in the Action.

2.10 The Court has not granted class certification.

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

2.12

3. MONETARY TERMS

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$500,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Defendant will not oppose a Class Representative Service Payment to Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member if she does not submit a Request for Exclusion and does not take any action, directly or indirectly, to undercut this Settlement, subject to final approval by the Court. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$175,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendants will not oppose requests for these payments provided the requests do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees

1 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
2 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
3 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
4 arising from any claim to any portion any Class Counsel Fee Payment and/or Class
5 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
6 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
7 Forms. Class Counsel assume full responsibility and liability for taxes owed on the
8 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
9 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
10 regarding any division or sharing of any of these Payments. There will be no additional
11 charge of any kind to either the Settlement Class Members or request for additional
12 consideration from Defendant for such work unless Defendant materially breaches this
13 Agreement, including any term regarding funding, and further efforts are necessary
14 from Class Counsel to remedy said breach, including, without limitation, moving the
15 Court to enforce the Agreement. Should the Court approve attorneys' fees and/or
16 litigation costs and expenses in amounts that are less than the amounts provided for
17 herein, this shall not be grounds for voiding this Agreement and the unapproved
18 portion(s) shall be a part of the Net Settlement Amount.

19 3.2.3. To the Administrator: An Administrator Expenses Payment not to
20 exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To
21 the extent the Administration Expenses are less or the Court approves payment less than
22 \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

23 3.2.4. To Each Participating Class Member: An Individual Class
24 Payment calculated by (a) dividing the Net Settlement Amount by the total number of
25 Workweeks worked by all Participating Class Members during the Class Period and (b)
26 multiplying the result by each Participating Class Member's Workweeks.

27 3.2.4.1. Tax Allocation of Individual Class Payments.
28 Twenty percent (20%) of each Participating Class Member's Individual Class Payment

will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of

1 its records to date, Defendant estimates there are 88 Class Members who collectively
2 worked approximately 10,000 Workweeks, and 60 of Aggrieved Employees who
3 worked approximately 4,591 PAGA Pay Periods.

4 4.2 Class and Aggrieved Employee Data. Not later than 7 days after the Court grants
5 Preliminary Approval of the Settlement, Defendant will simultaneously deliver the
6 Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft
7 Excel spreadsheet. To protect Class Members' and Aggrieved Employees' privacy
8 rights, the Administrator must maintain the Class and Aggrieved Employee Data in
9 confidence, use the Class and Aggrieved Employee Data only for purposes of this
10 Settlement and for no other purpose, and restrict access to the Class and Aggrieved
11 Employee Data to Administrator employees who need access to the Class and
12 Aggrieved Employee Data to effect and perform under this Agreement. Without any
13 extension of the deadline by which Defendant must send the Class and Aggrieved
14 Employee Data to the Administrator, the Parties and their counsel will expeditiously use
15 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
16 missing or omitted Class and Aggrieved Employee Data.

17 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
18 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share
19 of payroll taxes by transmitting the funds to the Administrator no later than sixty-one
20 (61) days after the Effective Date, or July 13, 2025, whichever is later. None of the
21 Gross Settlement Amount will be payable before final approval and the Effective Date.

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

1 precede disbursement of Individual Class Payments, and the Individual PAGA
2 Payments.

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

17 4.4.2. The Administrator must conduct a Class Member and Aggrieved
18 Employee Address Search for all other Class Members and/or Aggrieved Employees
19 whose checks are returned undelivered without USPS forwarding address. Within 7
20 days of receiving a returned check the Administrator must re-mail checks to the USPS
21 forwarding address provided or to an address ascertained through the Class Member and
22 Aggrieved Employee Address Search. The Administrator need not take further steps to
23 deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are
24 returned as undelivered. The Administrator shall promptly send a replacement check to
25 any Class Member or Aggrieved Employee whose original check was lost or misplaced,
26 if requested by the Class Member or Aggrieved Employee before the void date.

27 4.4.3. For any Class Member whose Individual Class Payment check or
28 Aggrieved Employee whose Individual PAGA Payment check is uncashed and

cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use in Los Angeles County.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Such payments also shall not affect the regular rate of pay for any such person.

5. RELEASE OF CLAIMS

Upon Final Approval of this Settlement, entry of judgment, and payment by Defendant of the Gross Settlement Amount and funding all employer payroll taxes owed on the Wage Portion of the Individual Class Payments to the Administrator, Plaintiff, Participating Class Members, Aggrieved Employees, the LWDA, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In exchange for the Class Representative Enhancement Payment, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Plaintiff for herself and for her respective spouses, domestic partners, marital community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assignees does forever and completely release and discharge and covenant not to sue the Released Parties with respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions, suits, causes of action, ages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or hidden, based upon factual allegations during the Class Period which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims,

1 demands, agreements, grievances, obligations and causes of action, known or unknown,
2 suspected or unsuspected, concealed or hidden, including but not limited to all claims
3 arising out of, based upon, relating to, or in any way connected with:

4 5.1.1. Any allegation in the Action;

5 5.1.2. Any transactions, occurrences, acts or omissions set forth, or facts
6 alleged during the Class Period, in any and all charges, complaints, claims, grievances
7 or pleadings filed by Plaintiff against any Released Party with any city, county, state or
8 federal agency, commission, office or tribunal whatsoever, including, but not limited to,
9 the California Civil Rights Department, State of California, the Equal Employment
10 Opportunity Commission, the United States Department of Labor, the LWDA, the
11 federal and/or California Occupational Safety and Health Administration, and the
12 National Labor Relations Board, or in any other forum, including arbitration; and/or

13 5.1.3. Any transactions, occurrences, acts or omissions occurring during
14 the Class Period, including specifically without limiting the generality of the foregoing
15 any claim under Title VII of the Civil Rights Act of 1964, the Americans with
16 Disabilities Act, the Employee Retirement Income Security Act, the National Labor
17 Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the
18 California Constitution, the California Labor Code, the California Civil Code, the
19 California Government Code, the California Business & Professions Code, or any other
20 federal, state, or local statute or regulation.

21 5.1.4. Plaintiff agrees that there is a risk that any injury that she may have
22 suffered by reason of the Released Parties' relationship with her might not now be
23 known, and there is a further risk that said injuries, whether known or unknown,
24 suspected or unsuspected, concealed or hidden, at the date of this Agreement, might
25 possibly become progressively worse, and that as a result thereof further damages may
26 be sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the
27 Released Parties, and understands that by the execution of this Agreement no further
28 claim for any such injuries that existed at the time of the execution of this Agreement

1 may ever be asserted by Plaintiff with respect to any and all claims arising in the time
2 period from the beginning of time to the execution of this Agreement. Nothing in this
3 paragraph is intended to apply to worker's compensation claims.

4 5.1.5. Plaintiff's Waiver of Rights Under California Civil Code Section
5 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and
6 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California
7 Civil Code, which reads:

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

13 Plaintiff acknowledges that Plaintiff may hereafter discover claims or facts in
14 addition to or different from those which Plaintiff now knows or believes to exist with
15 respect to the subject matter of this Agreement and which, if known or suspected at the
16 time of executing this Agreement, may have materially affected this settlement.
17 Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise
18 as a result of such different or additional claims or facts. Plaintiff acknowledges that she
19 understands the significance and consequence of such release and such specific waiver
20 of Section 1542.

21 5.2 Release by Participating Class Members: For the duration of the Class Period,
22 all Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, release Released Parties from all claims that were alleged, or reasonably could
25 have been alleged, based on the facts stated in the Class Complaint including: (1) any
26 and all claims for failure to pay overtime wages; (2) any and all claims for failure to pay
27 minimum wages; (3) any and all claims for failure to provide meal periods, or
28 compensation in lieu thereof; (4) any and all claims for failure to provide compliant rest

1 periods, or compensation in lieu thereof; (5) any and all claims for failure to pay wages
2 due upon termination or resignation, including claims for waiting time penalties; (6) any
3 and all claims for non-compliant wage statements; (7) any and all claims for failure to
4 pay timely wages; (8) any and all claims for failure to reimburse business expenses; and
5 (9) any and all claims asserted through California Business & Professions Code section
6 17200, *et seq.* arising out of the Labor Code violations referenced in the Class Action
7 Complaint.

8 5.3 Except as set forth in this Section 5.3 of this Agreement, Participating Class
9 Members do not release any other claims, including claims for vested benefits, wrongful
10 termination, violation of the Fair Employment and Housing Act, unemployment
11 insurance, disability, social security, workers' compensation, or claims based on facts
12 occurring outside the Class Period. It is the intent of the Parties that the Final Judgment
13 entered by the Court shall have full equitable estoppel and res judicata effect and be
14 final and binding upon the Class Representative and the Participating Class Members
15 regarding the Released Class Claims. Each Participating Class Member will be deemed
16 to have made the foregoing Release as if by manually signing it.

17 5.4 Release by Aggrieved Employees: For the duration of the PAGA Period, all
18 Aggrieved Employees are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, the Released Parties from any and all claims for PAGA
21 penalties that were alleged, or reasonably could have been alleged, based on the facts
22 stated in the PAGA Complaint and the PAGA Notice. It is the intent of the Parties that
23 the Final Judgment entered by the Court shall have full equitable estoppel and res
24 judicata effect and be final and binding upon the Plaintiff, the LWDA, and the
25 Aggrieved Employees regarding the Released PAGA Claims. Each Aggrieved
26 Employee and the LWDA will be deemed to have made the foregoing Release as if by
27 manually signing it.

28 **6. MOTION FOR PRELIMINARY APPROVAL**

1 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for
2 Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
3 Approvals.

4
5 6.1 Plaintiff’s and Class Counsel’s Responsibilities. Before filing the Motion for
6 Preliminary Approval, Class Counsel will prepare and deliver to Defense Counsel for
7 review and approval all documents necessary for obtaining Preliminary Approval,
8 including: (i) a draft of the notice, and memorandum in support, of the Motion for
9 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and
10 a request for approval of the PAGA Settlement under Labor Code Section 2699, subd.
11 (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
12 PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the
13 Administrator attaching its “not to exceed” bid for administering the Settlement and
14 attesting to its willingness to serve; competency; operative procedures for protecting the
15 security of Class and Aggrieved Employee Data; amounts of insurance coverage for any
16 data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
17 potential conflicts of interest with Class Members, Aggrieved Employees, and/or the
18 proposed *cy pres* Recipient; and the nature and extent of any financial relationship with
19 Plaintiff, Class Counsel or Defense Counsel; and (v) a signed declaration from Plaintiff
20 confirming willingness and competency to serve and disclosing all facts relevant to any
21 actual or potential conflicts of interest with Class Members; (vi) a signed declaration
22 from Class Counsel attesting to its competency to represent the Class Members; its
23 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
24 violations (Labor Code section 2699.3, subd. (a)), PAGA Complaint (Labor Code
25 section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2), and
26 all facts relevant to any actual or potential conflict of interest with Class Members,
27 Aggrieved Employees and the Administrator.

28 6.2 Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously

1 finalizing and filing the Motion for Preliminary Approval after the full execution of this
2 Agreement; and obtaining a prompt hearing date for the Motion for Preliminary
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval
4 to the Administrator. Class Counsel will timely comply with California Labor Code
5 Section 2699(1)(2) by submitting the Motion for Preliminary Approval of the Settlement
6 to the LWDA concurrently with Plaintiffs' submission to the Court.

7 **6.3 Joint Responsibilities of Counsel.** Class Counsel and Defense Counsel are
8 jointly responsible for appearing in Court to advocate in favor of the Motion for
9 Preliminary Approval.

10 **6.4 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion
11 for Preliminary Approval and/or the supporting declarations and documents, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
13 by meeting and conferring in good faith to resolve the disagreement. If the Court does
14 not grant Preliminary Approval or conditions Preliminary Approval on any material
15 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
16 together on behalf of the Parties by meeting and conferring in good faith to modify the
17 Agreement (but not increase the Gross Settlement Amount) and otherwise satisfy the
18 Court's concerns.

19 **7. SETTLEMENT ADMINISTRATION**

20 **7.1 Selection of Administrator.** The Parties have jointly selected ILYM to serve as
21 the Administrator and verified that, as a condition of appointment, ILYM agrees to be
22 bound by this Agreement and to perform, as a fiduciary, all duties specified in this
23 Agreement in exchange for payment of Administration Expenses Payment. The Parties
24 and their Counsel represent that they have no interest or relationship, financial or
25 otherwise, with the Administrator other than a professional relationship arising out of
26 prior experiences administering settlements.

27 **7.2 Employer Identification Number.** The Administrator shall have and use its own
28 Employer Identification Number for purposes of calculating payroll tax withholdings

and providing reports state and federal tax authorities.

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

7.4 Notice to Class Members.

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

7.4.2. Not later than 14 days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members and Aggrieved Employees (if applicable) identified in the Class and Aggrieved Employee Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and Aggrieved Employee addresses using the National Change of Address database.

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

1 7.4.4. The deadlines for Class Members' written objections, challenges to
2 payments, and Requests for Exclusion will be extended an additional 15 days beyond
3 the 45 days from the original mailing, whichever is earlier, if notice was re-mailed. The
4 Administrator will inform the Class Member of the extended deadline with the re-
5 mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or
7 otherwise discovers any persons who believe they should have been included in the
8 Class and Aggrieved Employee Data and should have received Class Notice, the Parties
9 will expeditiously meet and confer, and in good faith, in an effort to agree on whether to
10 include them as Class Members and Aggrieved Employees. If the Parties agree, such
11 persons will be Class Members and/or Aggrieved Employees entitled to the same rights
12 as other Class Members and Aggrieved Employees, and the Administrator will send, via
13 email or overnight delivery, a Class Notice requiring them to exercise options under this
14 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
15 the Class Notice, whichever is later.

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out
18 of) the Class Settlement must send the Administrator, by mail, a signed written Request
19 for Exclusion by the Response Deadline. A Request for Exclusion is a written
20 communication from a Class Member or his/her representative that reasonably
21 communicates the Class Member's election to be excluded from the Settlement and
22 includes the Class Member's name, address and email address or telephone number. To
23 be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
24 Aggrieved Employees may not exclude themselves from the PAGA claim.

25 7.5.2. The Administrator may not reject a Request for Exclusion as
26 invalid because it fails to contain all the information specified in the Class Notice. The
27 Administrator shall accept any Request for Exclusion as valid if the Administrator can
28 reasonably ascertain the identity of the person as a Class Member and the Class

1 Member's desire to be excluded. The Administrator's determination shall be final and
2 not appealable or otherwise susceptible to challenge. If the Administrator has reason to
3 question the authenticity of a Request for Exclusion, the Administrator may demand
4 additional proof of the Class Member's identity. The Administrator's determination of
5 authenticity shall be final and not appealable or otherwise susceptible to challenge.

6 7.5.3. Every Class Member who does not submit a timely and valid
7 Request for Exclusion is deemed to be a Participating Class Member under this
8 Agreement, entitled to all benefits and bound by all terms and conditions of the
9 Settlement, including the Participating Class Members' Releases under Paragraphs 5.2
10 and 5.3 of this Agreement, regardless whether the Participating Class Member actually
11 receives the Class Notice or objects to the Settlement.

12 7.5.4. Every Class Member who submits a valid and timely Request for
13 Exclusion is a Non-Participating Class Member and shall not receive an Individual
14 Class Payment or have the right to object to the class action components of the
15 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of
16 the Judgment, Non-Participating Class Members who are Aggrieved Employees are
17 deemed to release the claims identified in Paragraph 5.4 of this Agreement and are
18 eligible for an Individual PAGA Payment.

19 7.6 Challenges to Calculation of Workweeks. Each Class Member and Aggrieved
20 Employee shall have until the Response Deadline to challenge the number of
21 Workweeks (if any) allocated to the Class Member and/or Aggrieved Employee in the
22 Class Notice. The Class Member and/or Aggrieved Employee may challenge the
23 allocation by communicating with the Administrator via mail. The Administrator must
24 encourage the challenging Class Member and/or Aggrieved Employee to submit
25 supporting documentation. In the absence of any contrary documentation, the
26 Administrator is entitled to presume that the Workweeks contained in the Class Notice
27 are correct so long as they are consistent with the Class and Aggrieved Employee Data.
28 The Administrator's determination of each Class Member's and/or Aggrieved

Employee's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so by the Response Deadline.

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

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

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member and Aggrieved Employee calls and emails.

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

1 List”); (b) the names and other identifying information of Class Members who have
2 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
3 submitted (whether valid or invalid).

4 7.8.3. Weekly Reports. The Administrator must, on a weekly basis,
5 provide written reports to Class Counsel and Defense Counsel that, among other things,
6 tally the number of: Class Notices mailed or re-mailed, Class Notices returned
7 undelivered, Requests for Exclusion (whether valid or invalid) received, objections
8 received, challenges to Workweeks received and/or resolved, and checks mailed for
9 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
10 Weekly Reports must include provide the Administrator’s assessment of the validity of
11 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
12 received.

13 7.8.4. Workweek Challenges. The Administrator has the authority to
14 address and make final decisions consistent with the terms of this Agreement on all
15 Class Member challenges over the calculation of Workweeks . The Administrator’s
16 decision shall be final and not appealable or otherwise susceptible to challenge.

17 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is
18 required to file the Motion for Final Approval of the Settlement, the Administrator will
19 provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in
20 Court attesting to its due diligence and compliance with all of its obligations under this
21 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
22 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
23 Members and Aggrieved Employees, the total number of Requests for Exclusion from
24 Settlement it received (both valid or invalid), the number of written objections and
25 attach the Exclusion List. The Administrator will supplement its declaration as needed
26 or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
27 Administrator’s declaration(s) in Court.

28 7.8.6. Final Report by Settlement Administrator. Within 10 days after the

1 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
2 will provide Class Counsel and Defense Counsel with a final report detailing its
3 disbursements by employee identification number only of all payments made under this
4 Agreement. At least 7 days before any deadline set by the Court, the Administrator will
5 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
6 suitable for filing in Court attesting to its disbursement of all payments required under
7 this Agreement. Class Counsel is responsible for filing the Administrator's declaration
8 in Court.

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

10 8.1 Increase in Workweeks. Defendant represents that between January 18, 2019,
11 and July 3, 2024, Class Members worked approximately 10,000 Workweeks for
12 Defendant in California. In the event the number of Workweeks worked during the
13 Class Period increases by more than ten percent (10%), (i.e., exceeds 11,000
14 workweeks), then Defendant shall increase the Gross Settlement by a pro-rata dollar
15 value equal to the number of Workweeks in excess of 11,000 Workweeks. Thus, for
16 example, should there be 11,500 Workweeks in the Class Period, then the GFV shall be
17 increased by \$25,000. $((11,500 \text{ Workweeks} - 11,000 \text{ Workweeks}) \times$
18 $\$50.00/\text{Workweek})$ In other words, if there is a 1% increase over 10% then the Gross
19 Settlement increases by 1%.

20 **9. DEFENDANT'S RIGHT TO WITHDRAW**

21 9.1 If the number of valid Requests for Exclusion identified in the Exclusion List
22 exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not
23 obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant
24 withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever,
25 and that neither Party will have any further obligation to perform under this Agreement;
26 provided, however, Defendant will remain responsible for paying all Settlement
27 Administration Expenses incurred to that point. Defendant must notify Class Counsel
28 and the Court of its election to withdraw not later than 7 business days after the

1 Administrator sends the final Exclusion List to Defense Counsel; late elections will
2 have no effect.

3 **10. MOTION FOR FINAL APPROVAL**

4 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a
5 Motion for Final Approval of the Settlement that includes a request for approval of the
6 PAGA settlement under California Labor Code Section 2699, subd. (l), a Proposed
7 Final Approval Order, and a proposed Judgment (collectively, the “Motion for Final
8 Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior
9 to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
10 expeditiously meet and confer, and in good faith, to resolve any disagreements
11 concerning the Motion for Final Approval.

12 10.1 Response to Objections. Each Party retains the right to respond to any objection
13 raised by a Participating Class Member, including the right to file responsive documents
14 in Court no later than 5 court days before the Final Approval Hearing, or as otherwise
15 ordered or accepted by the Court.

16 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
17 Approval on any material change to the Settlement (including, but not limited to, the
18 scope of release to be granted by Class Members and/or Aggrieved Employees), the
19 Parties will work expeditiously together in good faith to address the Court’s concerns by
20 revising the Agreement as necessary to obtain Final Approval. The Court’s decision to
21 award less than the amounts requested for the Class Representative Service Payment,
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
23 Administration Expenses Payment and/or individual claims of Plaintiff for alleged
24 wrongful termination, shall not constitute a material modification to the Agreement
25 within the meaning of this paragraph.

26 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
27 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
28 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

1 settlement administration matters, and (iii) addressing such post-Judgment matters as
2 are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
4 and conditions of this Agreement, specifically including the Class Representative
5 Service Payment, Class Counsel Fees Payment and the Class Counsel Litigation
6 Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and
7 all Participating Class Members who did not object to the Settlement as provided in this
8 Agreement, waive all rights to appeal from the Judgment, including all rights to post-
9 judgment and appellate proceedings, the right to file motions to vacate judgment,
10 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
11 include any waiver of the right to oppose such motions, writs or appeals. If an objector
12 appeals the Judgment, the Parties' obligations to perform under this Agreement will be
13 suspended until such time as the appeal is finally resolved and the Judgment becomes
14 final, except as to matters that do not affect the amount of the Gross Settlement Amount
15 or the Net Settlement Amount.

16 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
17 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
18 requires a material modification of this Agreement (including, but not limited to, the
19 scope of release to be granted by Class Members and Aggrieved Employees), this
20 Agreement shall be null and void. The Parties shall nevertheless expeditiously work
21 together in good faith to address the appellate court's concerns and to obtain Final
22 Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
23 Administration Expenses reasonably incurred after remittitur. An appellate decision to
24 vacate, reverse, or modify the Court's award of the Class Representative Service
25 Payment or any payments to Class Counsel or the Administrator shall not constitute a
26 material modification of the Judgment within the meaning of this paragraph, as long as
27 the Gross Settlement Amount remains unchanged.

28 10.6 LWDA. Class Counsel will timely comply with California Labor Code

1 Section 2699(1)(3) by providing the LWDA with the Court's Judgment or order granting
2 Final Approval of the Settlement.

3 **11. AMENDED JUDGMENT**

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

7 **12. ADDITIONAL PROVISIONS**

8 12.1 No Admission of Liability. This Agreement represents a compromise and
9 settlement of highly disputed claims. Nothing in this Agreement is intended or should
10 be construed as an admission by Defendant that any of the allegations in the Class
11 Action and PAGA Complaints have merit or that Defendant has any liability for any
12 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
13 Defendant's defenses in the Action have merit. The Parties agree that the settlement of
14 this matter, including the Memorandum of Agreement that the Parties executed, does
15 not constitute an admission by Defendant of any violation of federal, state, or local law,
16 ordinance or regulation or of any violation of Defendant's policies, procedures, or of
17 any liability or wrongdoing whatsoever. Consistent therewith, Defendant has denied,
18 and continues to deny, any allegation made by Plaintiff and Defendant has further
19 denied, and continues to deny, that Plaintiff or any Class Member or Aggrieved
20 Employee has been damaged in any way or is entitled to any remedy in any form,
21 whether legal or equitable. Neither this Agreement nor anything contained herein nor
22 the Memorandum of Agreement shall be construed to be or shall be admissible in any
23 proceeding as evidence of liability or wrongdoing by Defendant or any Released Party.

24 12.2 Class Certification or Representative Manageability for Other Purposes. The
25 Parties agree that class certification and representative treatment is for purposes of this
26 Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final
27 Approval or enter Judgment, Defendant reserves the right to contest certification of any
28 class for any reasons and challenge representative status for any reasons, and Defendant

1 reserves all available defenses to the claims in the Action, and Plaintiff reserves the
2 right to move for class certification on any grounds available and to contest Defendant's
3 defenses. The Settlement, this Agreement and the Parties' willingness to settle the
4 Action will have no bearing on, and will not be admissible in connection with, any
5 litigation (except for proceedings to enforce or effectuate the Settlement and this
6 Agreement).

7 12.3 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel,
8 Defendant and Defense Counsel agree that, until the Motion for Preliminary Approval
9 of Settlement is filed, they and each of them will not disclose, disseminate and/or
10 publicize, or cause or permit another person to disclose, disseminate or publicize, any of
11 the terms of the Agreement directly or indirectly, specifically or generally, to any
12 person, corporation, association, government agency, or other entity except: (1) to the
13 Parties' attorneys, accountants, spouses, domestic partners, or expert consultants all of
14 whom will be instructed to keep this Agreement confidential; (2) counsel in a related
15 matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
16 in response to a court order or subpoena; (5) Defendant's insurer; or (6) in response to
17 an inquiry or subpoena issued by a state or federal government agency. Each Party
18 agrees to immediately notify each other Party of any judicial or agency order, inquiry,
19 or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense
20 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, with any third
22 party regarding this Agreement or the matters giving rise to this Agreement except to
23 respond only that "the matter was resolved," or words to that effect. Before the filing of
24 the Motion For Preliminary Approval, Class Counsel shall not discuss the settlement
25 with Class Members or Aggrieved Employees other than Plaintiff and, where required,
26 the LWDA. This paragraph does not restrict Class Counsel's communications with
27 Class Members and Aggrieved Employees in accordance with Class Counsel's ethical
28 obligations owed to Class Members and Aggrieved Employees.

1 12.4 No Declaratory Relief. Other than ordering the payment provided for in this
2 Agreement, no injunctive or declaratory relief will be ordered by the Court against
3 Defendant in final approval of the Settlement, which will otherwise be grounds for
4 Defendant rescinding and terminating the Settlement.

5 12.5 No Solicitation. The Parties separately agree that they and their respective
6 counsel and employees will not solicit any Class Member to opt out of or object to the
7 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed
8 to restrict Class Counsel's ability to communicate with Class Members in accordance
9 with Class Counsel's ethical obligations owed to Class Members.

10 12.6 Agreement Not To Initiate Further PAGA Action. Plaintiff agrees not to present
11 any further or additional letters to the LWDA pursuant to California Labor Code
12 Section 2699(a) relating to Defendant . Plaintiff further agrees not to assert in any other
13 forum any claim for civil penalties arising under PAGA, whether individually or in a
14 representative capacity, relating to Defendant.

15 12.7 Integrated Agreement. Upon execution by all Parties and their counsel, this
16 Agreement together with its attached exhibits shall constitute the entire agreement
17 between the Parties relating to the Settlement, superseding any and all oral
18 representations, warranties, covenants, or inducements made to or by any Party,
19 including the Memorandum of Agreement executed by the Parties on July 13, 2024.

20 12.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
21 and represent that they are authorized by Plaintiff and Defendant, respectively, to take
22 all appropriate action required or permitted to be taken by such Parties pursuant to this
23 Agreement to effectuate its terms, and to execute any other documents reasonably
24 required to effectuate the terms of this Agreement including any amendments to this
25 Agreement.

26 12.9 Cooperation. The Parties and their counsel will cooperate with each other and
27 use their best efforts, in good faith, to implement the Settlement by, among other things,
28 modifying the Settlement Agreement, submitting supplemental evidence and

1 supplementing points and authorities as requested by the Court. In the event the Parties
2 are unable to agree upon the form or content of any document necessary to implement
3 the Settlement, or on any modification of the Agreement that may become necessary to
4 implement the Settlement, the Parties will seek the assistance of a mediator and/or the
5 Court for resolution.

6 12.10 No Prior Assignments. The Parties separately represent and warrant that they
7 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity and portion of any liability, claim, demand,
9 action, cause of action, or right released and discharged by the Party in this Settlement.

10 12.11 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
11 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
12 Settlement be relied upon as such within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 12.12 Modification of Agreement. This Agreement, and all parts of it, may be
15 amended, modified, changed, or waived only by an express written instrument signed
16 by all Parties or their representatives, and approved by the Court.

17 12.13 Agreement Binding on Successors. This Agreement will be binding upon, and
18 inure to the benefit of, the successors of each of the Parties.

19 12.14 Applicable Law. All terms and conditions of this Agreement and its exhibits will
20 be governed by and interpreted according to the internal laws of the state of California,
21 without regard to conflict of law principles.

22 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and
23 preparation of this Agreement. This Agreement will not be construed against any Party
24 on the basis that the Party was the drafter or participated in the drafting

25 12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during the Action and in this Agreement relating to the confidentiality of
27 information shall survive the execution of this Agreement

28 12.17 Use of Class and Aggrieved Employee Data. Information provided to Class

1 Counsel pursuant to Cal. Evid. Code Section 1152, and all copies and summaries of the
2 Class and Aggrieved Employee Data provided to Class Counsel by Defendant in
3 connection with the mediation, other settlement negotiations, or in connection with the
4 Settlement, may be used only with respect to this Settlement, and no other purpose, and
5 may not be used in any way that violates any existing contractual agreement, statute, or
6 rule of court. Not later than four (4) years after the date when the Court discharges the
7 Administrator's obligation to provide a Declaration confirming the final pay out of all
8 Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic
9 versions of Class and Aggrieved Employee Data received from Defendant unless,
10 before the Court's discharge of the Administrator's obligation, Defendant makes a
11 written request to Class Counsel for the return, rather than the destructions, of Class and
12 Aggrieved Employee Data.

13 12.18 Headings. The descriptive heading of any section or paragraph of this
14 Agreement is inserted for convenience of reference only and does not constitute a part
15 of this Agreement.

16 12.19 Calendar Days. Unless otherwise noted, all reference to "days" in this
17 Agreement shall be to calendar days. In the event any date or deadline set forth in this
18 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on
19 the first business day thereafter.

20 12.20 Execution in Counterparts. This Agreement may be executed in one or more
21 counterparts by facsimile, electronically (i.e., AdobeSign or DocuSign), or email which
22 for purposes of this Agreement shall be accepted as an original. All executed
23 counterparts and each of them will be deemed to be one and the same instrument if
24 counsel for the Parties will exchange between themselves signed counterparts. Any
25 executed counterpart will be admissible in evidence to prove the existence and contents
26 of this Agreement.

27 12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement
28 the Action shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure Section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

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

IT IS SO AGREED:

Karina Lujan Chavez

Karina Lujan Chavez (Feb 18, 2025 18:19 CST)

Plaintiff, Karina Lujan Chavez

For Defendant, Dip Braze, Inc.

APPROVED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

**SWERDLOW FLORENCE
SANCHEZ SWERDLOW &
WIMMER, A Law Corporation**

Vedang J. Patel

David D. Bibyan, Eq.
Vedang J. Patel, Esq.
Counsel for Plaintiff, Karina
Lujan Chavez

Lori M. Yankelevits, Esq.
Millicent N. Sanchez, Esq.
Counsel for Defendant, Dip Braze, Inc.

Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure Section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

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

IT IS SO AGREED:

Plaintiff, Karina Lujan Chavez



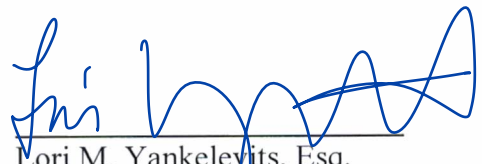
For Defendant, Dip Braze, Inc.

APPROVED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

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