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12 **similarly situated**

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24 **THE JOHNS HOPKINS UNIVERSITY**

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

27 SARAH ANN BROOKS, on behalf of
28 themselves and all other aggrieved and
similarly situated,

Plaintiff,

vs.

THE JOHNS HOPKINS UNIVERSITY; a
Maryland Nonprofit Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25STCV23230

*Assigned for All Purposes to the Hon.
Timothy Patrick Dillon, Dept. 15*

SETTLEMENT AGREEMENT

Action filed: August 6, 2025

1 **CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 **I. INTRODUCTION**

3 1. This Class Action and PAGA Representative Action Settlement Agreement (hereinafter
4 “Settlement” or “Settlement Agreement”) is made by and between Plaintiff Sarah Brooks (“Brooks”),
5 individually and on behalf of all others similarly situated and all other aggrieved employees, and Defendant
6 The Johns Hopkins University (“Defendant”) (collectively, the “Parties”). This Settlement Agreement is
7 subject to the terms and conditions set forth below and to the approval of the Court. This Settlement
8 Agreement supersedes any and all prior agreements and understandings concerning the subject matter of
9 this Settlement Agreement and accurately sets forth the Parties’ class action and PAGA settlement to resolve
10 all claims as detailed below. The Parties agree that the consideration described herein constitutes adequate
11 consideration for the Settlement and releases described herein.

12 **II. DEFINITIONS**

13 2. “Action” means Plaintiff’s class and PAGA representative action captioned *Sarah Ann*
14 *Brooks v. The Johns Hopkins University, et al.*, to be filed in the Superior Court of California for the County
15 of Los Angeles.

16 3. “Class Counsel” or “Plaintiff’s Counsel” means John F. Litwin of LYFE LAW, LLP.

17 4. “Class Member” or “Settlement Class Member” means all persons currently or
18 formerly employed by Defendant in California as non-residential program assistants during the
19 class period.

20 5. “Class Period” means the period commencing on August 6, 2021, through and including
21 June 11, 2026.

22 6. “Class Representative” means Plaintiff Sarah Ann Brooks, who is to be designated as the
23 Class Representative for settlement purposes subject to Court approval.

24 7. “Class Representative Enhancement Award(s)” means the enhancement payment in an
25 amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to the Class Representative.

26 8. “FAC” means the First Amended Complaint filed in the Action on June 22, 2026.

27 9. “Court” means the California Superior Court for the County of Los Angeles.

28 10. “Date of Preliminary Approval” means the date the Court approves this Settlement

1 Agreement, and the exhibits thereto, and enters an Order providing for notice to the Class Members and
2 PAGA Members, an opportunity to opt-out of being a Participating Class Member, an opportunity to submit
3 timely objections to the settlement, and setting a hearing for Final Approval of the Settlement, including
4 approval of attorneys' fees and costs.

5 11. "Defendant's Counsel" means Carrie A. Gonell and Raina Sharma of Morgan, Lewis &
6 Bockius LLP.

7 12. "Deficient Opt-Out" means a Class Member has submitted a Deficient Request for
8 Exclusion and has failed to cure its deficiencies within the time required by this Settlement Agreement.

9 13. "Deficient Request for Exclusion" means a Request for Exclusion that is not signed by the
10 Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator
11 as being an authentic submission by the Class Member.

12 14. "Final Approval" means the date on which the Court enters the Final Approval Order.

13 15. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
14 the Settlement.

15 16. "Final Approval Order" means the Court's order granting the Motion for Final Approval of
16 the Settlement.

17 17. "Judgment" means the judgment entered by the Court based upon the Final Approval
18 Order.

19 18. "Late Request for Exclusion" means a Request for Exclusion that is submitted to the
20 Settlement Administrator after the end of the Notice Period.

21 19. "LWDA" means the California Labor and Workforce Development Agency.

22 20. "LWDA PAGA Amount" is the 65% share of the Fifteen Thousand Dollars (\$15,000) (or
23 Nine Thousand Seven Hundred Fifty Dollars (\$9,750)) allocated from the Maximum Settlement Amount
24 for PAGA penalties that will be paid to the LWDA.

25 21. "Maximum Settlement Amount" ("MSA") is the sum of Two Hundred Twenty Thousand
26 Dollars (\$220,000), which represents the maximum amount payable in this Settlement by Defendant, and
27 includes all attorneys' fees not to exceed 35% of the Maximum Settlement Amount, actual litigation costs
28 and expenses not to exceed \$25,000, Settlement Administration Expenses, Class Representative

Enhancement Award, LWDA PAGA Amount, PAGA Settlement Payments, Settlement Class Payment, and all taxes except the employer's share of payroll taxes.

22. "Named Plaintiff" means Plaintiff Sarah Ann Brooks.

23. "Net Settlement Amount" is the portion of the Maximum Settlement Amount eligible for distribution to Participating Class Members. It equals the Maximum Settlement amount less Class Counsel's attorneys' fees and actual litigation costs and expenses as ordered to be paid by this Court, Settlement Administration Expenses, Class Representative Enhancement Award, LWDA PAGA Amount, PAGA Settlement Payments, and all taxes except the employer's share of payroll taxes.

24. "Notice Period" shall mean the period of forty-five (45) days following the mailing of the Notice of Settlement by the Settlement Administrator. If the 45th day falls on a Sunday or holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.

25. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

26. "PAGA Member" means all persons currently or formerly employed by Defendant in California as non-residential program assistants during the PAGA Period.

27. "PAGA Settlement Payments" is the 35% share of the Fifteen Thousand Dollars (\$15,000) (or Five Thousand Two Hundred Fifty Dollars (\$5,250)) allocated from the Maximum Settlement Amount for PAGA penalties that will be paid to the PAGA Members.

28. "PAGA Period" means the period commencing on June 19, 2025, through and including June 11, 2026.

29. "Participating Class Member" means any Class Member who does not timely opt out of the Settlement or who opts out but subsequently rescinds the opt-out in a timely manner.

30. "Pay Period" means pay periods from June 19, 2025 through June 11, 2026 in which a PAGA Member worked for Defendant as a non-residential program assistant in California.

31. "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

32. "Released Parties" means Defendant and its predecessors, successors and assigns, its current and former direct and indirect parents, affiliates, subsidiaries, divisions, insurers, partnerships, and

1 related business entities, past and present, as well as their current and former officers, directors, shareholders,
2 employees, agents, Representative and employee benefit programs (including the trustees, administrators,
3 fiduciaries and insurers of such programs).

4 33. “Request for Exclusion” means a signed request from a Class Member to be excluded from
5 the non-PAGA portion of this Settlement.

6 34. “Settlement Administration Expenses” are those expenses incurred by the Settlement
7 Administrator in effectuating the Settlement and are not to exceed \$3,750_.00.

8 35. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the
9 neutral entity the Parties have agreed to appoint to administer the Settlement.

10 36. “Settlement Documents” means the Notice of Settlement attached hereto as Exhibit A.

11 37. “Settlement Class Payment” is the allocation from the Net Settlement Amount paid to
12 Participating Class Members and does not include the PAGA Settlement Payments to the PAGA Members.

13 38. “Settlement Effective Date” means, after the Final Approval Order and Judgment has been
14 entered by the Court in the Action, the latter of the following dates: (1) if an appeal, review, or writ is not
15 sought from the Final Approval Order and Judgment, the 61st day after entry of the Final Approval Order
16 and Judgment; or (2) if an appeal, writ, or review is sought from the Final Approval Order and Judgment,
17 the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed
18 or denied, and the Final Approval Order and Judgment is no longer subject to any further judicial review.
19 The Settlement Effective Date cannot occur unless and until there is no possibility of an appeal or further
20 appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially
21 prevent this Settlement Agreement from becoming final and binding. The Parties intend that the Final
22 Approval Order will extinguish all released claims, including but not limited to PAGA claims, for the
23 periods covered by this Settlement upon Final Approval of the Settlement. The Court will retain jurisdiction
24 to enforce the Settlement after the Settlement Effective Date.

25 39. “Workweek” means any week in which a Class Member worked at least one day during
26 the Class Period based on Defendant’s records.

27 **III. LITIGATION BACKGROUND**

28 40. On August 6, 2025, Plaintiff filed a class action lawsuit in Los Angeles Superior

1 Court, Case No. 25STCY23230, alleging failure to pay overtime wages; failure to provide meal
2 periods and pay premiums; failure to provide rest breaks and pay premiums; failure to provide
3 accurate itemized wage statements; failure to maintain and provide records; failure to pay all wages
4 upon termination; failure to pay minimum wages; and unfair business practices.

5 41. On or about August 12, 2025, Plaintiff Brooks submitted a PAGA notice letter to
6 the LWDA asserting an intent to bring a PAGA representative action for alleged Labor Code
7 violations by Defendant (hereinafter referred to as the “LWDA Notice”). The allegations in the
8 LWDA Notice include: (1) untimely payment of wages; (2) unpaid overtime; (3) improper
9 recordkeeping; (4) failure to pay final wages; (5) unpaid meal premiums; and (6) unpaid rest period
10 premiums.

11 42. On or about September 11, 2025, Defendant timely filed an Answer to Plaintiff’s
12 Complaint.

13 43. Also, on or about June 22, 2026, Plaintiff Brooks filed the First Amended
14 Complaint, adding a PAGA claim for civil penalties based on the alleged Labor Code violations
15 asserted in the LWDA Notice (the “FAC”).

16 44. Defendant denies Plaintiff’s claims, and asserts that, during all relevant times, it complied
17 with the California Labor Code and related authorities, and that Plaintiff, Class Members, and PAGA
18 Members are not entitled to any recovery.

19 45. On June 11, 2026, the Parties participated in a mediation session with mediator Jonathan
20 Anddrews, Esq. With Mr. Andrews’ guidance, the Parties were able to reach a resolution of Plaintiff’s
21 claims.

22 46. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
23 all disputes and claims against Defendant and the Released Parties asserted in the FAC in the Action.

24 47. It is the intention of the Parties that this Settlement Agreement shall constitute a full and
25 complete settlement and release of the claims averred in the Action and during the course of litigation. This
26 release includes in its effect a release of all Released Parties.

27 **IV. JURISDICTION AND VENUE**

28 48. This Court has jurisdiction over the Parties and the subject matter of this Action. This Court

1 will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all
2 payments and obligations provided for herein have been fully executed.

3 **V. TERMS OF SETTLEMENT**

4 49. NOW, THEREFORE, in consideration of the mutual covenants, promises, and
5 undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 a. **Non-Admission.** Nothing in this Settlement shall be construed to be or deemed an
7 admission by Defendant of any liability, culpability, negligence, or wrongdoing
8 toward the Class Representative, the Class Members, the PAGA Members, or any
9 other person, and Defendant specifically disclaims any liability, culpability,
10 negligence, or wrongdoing toward the Class Representative, the Class Members,
11 the PAGA Members, or any other person, or that class certification or proceeding
12 on a class or representative basis is appropriate. Each of the Parties have entered
13 into this Settlement Agreement with the intention to avoid further disputes and
14 litigation with the attendant risk, inconvenience, expenses, and contingencies. This
15 Settlement and any settlement-related court documents or orders between the
16 Parties may not be cited or otherwise admitted as evidence of liability or, other than
17 for purposes of carrying out this Settlement, that class or collective certification is
18 appropriate or that a representative action could ever be manageably tried before a
19 court. There has been no final determination by any court as to the merits of the
20 claims asserted by Plaintiff against Defendant or as to whether a class should be
21 certified, other than for settlement purposes only. Furthermore, nothing in this
22 Settlement shall be considered any form of waiver of any alternative dispute
23 resolution provisions, including but not limited to any arbitration agreements, if
24 any, signed by any Class Members and/or PAGA Members.

25 b. **Certification.** The Parties stipulate, for settlement purposes only, to the
26 certification of the Class described above in Paragraph 4 as to all claims asserted in
27 the FAC. If for any reason the Court does not approve this Settlement, fails to enter
28 the Final Approval Order, or fails to enter the Judgment, or if this Settlement

1 Agreement is lawfully terminated for any other reason, Defendant shall retain the
2 absolute right to dispute the propriety of class or conditional certification and/or the
3 ability of this action to proceed as a class and/or representative action on all
4 applicable grounds.

5 c. The Parties further stipulate that, for settlement purposes only, Plaintiff's respective
6 counsel may be appointed Class Counsel and that Named Plaintiff may be
7 appointed as the Class Representative. The Settlement Class may be provisionally
8 certified as a class action for the purposes of the monetary relief provided in this
9 Settlement Agreement. Plaintiff's counsel, LYFE LAW, LLP, may be
10 preliminarily and conditionally appointed as Class Counsel.

11 d. **Non-Approval by The Court.** In the event that this Settlement Agreement is not
12 approved by the Court, fails to become effective, or is reversed, withdrawn or
13 modified by the Court:

14 i. The Parties will meet and confer in an effort to reach a settlement approved
15 by the Court. Plaintiff may not withdraw from the Settlement if the Court
16 reduces any amount of attorneys' fees, litigation costs and expenses, or the
17 Class Representative Enhancement Award to Plaintiff;

18 ii. The Settlement Agreement shall have no force or effect, other than the
19 confidentiality and non-disclosure provisions in Section XVII and the non-
20 admission provisions in Paragraph 49.a;

21 iii. The Settlement Agreement shall not be admissible in any judicial,
22 administrative or arbitral proceeding for any purpose or with respect to any
23 issue, substantive or procedural;

24 iv. The preliminary and conditional certification of the class shall become null
25 and void, and the fact of certification shall not be cited to or admissible in
26 any judicial, administrative or arbitral proceeding for any purpose or with
27 respect to any issue, substantive or procedural; and

28 v. None of the Parties to this Settlement Agreement will be deemed to have

1 waived any claims, objections, defenses or arguments with respect to the
2 issue of class certification or the merits of Plaintiff's claims.

3 e. **Settlement Payments.** Defendant agrees to pay a non-reversionary Maximum
4 Settlement Amount of Two Hundred Twenty Thousand Dollars (\$220,000),
5 inclusive of all payments, fees and costs identified in this Settlement Agreement,
6 including the Class Representative Enhancement Award, Settlement
7 Administration Expenses, attorneys' fees and out-of-pocket litigation costs and
8 expenses, PAGA penalties (both the LWDA PAGA Amount and the PAGA
9 Settlement Payments), and all taxes except the employer's share of payroll taxes.
10 The Parties agree, subject to Court approval, to the following allocations to be paid
11 from the Maximum Settlement Amount:

12 i. From the Maximum Settlement Amount, Class Counsel may seek from
13 the Court a maximum of Seventy-seven Thousand Dollars (\$77,000), or
14 thirty-five percent (35%) of the Maximum Settlement Amount in
15 attorneys' fees, which is exclusive of actual litigation costs and expenses
16 for serving as Class Counsel. Class Counsel may seek from the court a
17 maximum of Twenty-Five Thousand Dollars (\$25,000) for actual
18 litigation costs and expenses for serving as Class Counsel. Defendant will
19 not oppose Plaintiff's application up to these amounts so long as Plaintiff
20 and Class Counsel are not in breach of the Settlement Agreement. Any
21 amount of Class Counsel's requested attorneys' fees and/or litigation
22 costs and expenses not approved by the Court shall become part of the
23 Net Settlement Amount.

24 ii. From the Maximum Settlement Amount, provided there is no breach of
25 this Settlement Agreement by Named Plaintiff or their counsel, Named
26 Plaintiff may seek from the Court Class Representative Enhancement
27 Award not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to
28 Plaintiff for serving as Class Representative, which Defendant will not

1 oppose. The Class Representative Enhancement Award is in addition to
2 whatever monetary settlement Plaintiff is entitled to recover from the Net
3 Settlement Amount as Participating Class Members and the PAGA
4 Settlement Payments. Any amount of the Class Representative
5 Enhancement Award not approved by the Court shall become part of the
6 Net Settlement Amount.

7 iii. From the Maximum Settlement Amount, a payment of Nine Thousand
8 Seven Hundred Fifty Dollars (\$9,750) to the California Labor and
9 Workforce Development Agency (the LWDA PAGA Amount),
10 representing the LWDA's 65% share of the settlement attributable to
11 PAGA penalties. In connection with seeking settlement approval,
12 Plaintiff's counsel shall notify the LWDA of the existence of the
13 Settlement. Should the LWDA object to the amount of this payment, the
14 Parties agree to work in good faith to negotiate another agreeable amount.

15 iv. From the Maximum Settlement Amount, a payment of Five Thousand
16 Two Hundred Fifty Dollars (\$5,250) to be allocated among the PAGA
17 Members (the PAGA Settlement Payments), calculated based on PAGA
18 Members' eligible employee service time for Covered PAGA Pay Periods,
19 as reflected on Defendant's internal records. For purposes of payment, pay
20 periods shall be based on hire dates, termination dates (if applicable), and
21 re-hire dates (if applicable).

22 v. From the Maximum Settlement Amount, Settlement Administration
23 Expenses in a reasonable amount, which are not to exceed Three Thousand
24 Seven Hundred and Fifty Dollars (\$3,750). To the extent that Settlement
25 Administration Expenses are less than \$3,750, the remainder shall become
26 part of the Net Settlement Amount.

27 vi. Plaintiff and Class Counsel agree not to appeal any reduction in the amount
28 of attorneys' fees, litigation costs and expenses, or Class Representative

Enhancement Award awarded by the Court. If the Court approves a lesser amount of attorney's fees, litigation costs and expenses, or Class Representative Enhancement Award than those sought by Named Plaintiff or Class Counsel, the amount shall become part of the Net Settlement Amount.

vii. The Settlement Administrator will administer the notice, challenges, and opt-outs, informing Class Members of their rights in regard to the proposed settlement as specified below; will disburse monies from the Qualified Settlement Fund as and when authorized in this Settlement Agreement and by order of the Court; and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement. Settlement Administrator Expenses shall be paid from the Maximum Settlement Amount.

viii. The Net Settlement Amount is the balance of the Maximum Settlement Amount, after payments have been made for attorneys' fees and litigation costs and expenses, Settlement Administration Expenses, Class Representative Enhancement Award, PAGA penalties (both the LWDA PAGA Amount and the PAGA Settlement Payments), and all taxes except the employer's share of the employer's share of payroll taxes.

ix. The Settlement Administrator shall, after Final Approval of the Settlement Agreement by the Court and after the Settlement Effective Date, pay each Participating Class Member from the Net Settlement Amount based on the number of workweeks worked by Class Members for Defendant during the Class Period. For purposes of payment, workweeks shall be based on hire dates, termination dates (if applicable), and re-hire dates (if applicable).

x. The dates of employment for each Class Member and PAGA Member and the corresponding number of Workweeks and Pay Periods during which Class Members worked during the Class Period and PAGA Members

1 worked during the PAGA Period shall be provided by Defendant to the
2 Settlement Administrator and kept confidential by the Settlement
3 Administrator. All Class Members will be deemed to have worked during
4 at least one Workweek during the Class Period, and all PAGA Members
5 will be deemed to have worked during at least one Pay Period during the
6 PAGA Period. Class Members and PAGA Members shall have the right
7 to challenge the number of Workweeks and Pay Periods, respectively, that
8 are reflected in Defendant's records as set forth in Paragraphs 68 and 69.

9 xi. Class Members entitled to recover under this Settlement Agreement will
10 include only those individuals who are identified in Defendant's records as
11 having worked as Class Members in California during the Class Period, or
12 those additional individuals who can provide to the Settlement
13 Administrator evidence that they worked in that capacity notwithstanding
14 the absence of Defendant's records confirming such employment.

15 xii. Within thirty (30) days of the funding of the MSA, the Settlement
16 Administrator shall issue Settlement Class Payment checks to Participating
17 Class Members under this Settlement Agreement, as well as the Class
18 Representative Enhancement Award, attorneys' fees and litigation costs
19 and expenses awarded to Class Counsel, the LWDA PAGA Amount, and
20 the PAGA Settlement Payments by sending such payments by mail or
21 other reliable means to the respective recipients as specified below.

22 f. **Objections.** Only Participating Class Members who do not opt-out may object to
23 the non-PAGA portion of the Settlement. Plaintiff may not object to or opt-out of
24 the Settlement. Class Members who timely opt-out of the non-PAGA portion of
25 the Settlement are not eligible to object. All written objections must be sent no later
26 than forty-five (45) days after the mailing of the Settlement Documents and must
27 include: (a) the Participating Class Member's full name, (b) the Participating Class
28 Member's last four digits of their social security number, and (c) a clear statement

1 explaining why the Participating Class Member objects to the non-PAGA portion
2 of the Settlement. Such deadline applies notwithstanding any argument regarding
3 non-receipt of the Settlement Documents. Notwithstanding this deadline to submit
4 a written objection, Class Members shall retain the right to appear at the Final
5 Approval Hearing regardless of whether they have submitted a written objection to
6 the settlement. Anyone who fails to send timely written objections or make an oral
7 objection at the Final Approval Hearing shall be deemed to have waived any
8 objections and shall be foreclosed from filing any appeal from any Final Approval
9 Order and Judgment issued by the Court. The Parties may file a response to any
10 objections submitted by objecting Class Members at or prior to the Final Approval
11 Hearing. Class Members shall be permitted to withdraw their objections in writing
12 by submitting a withdrawal statement to the Settlement Administrator not later than
13 one (1) business day prior to the Final Approval Hearing, or as otherwise ordered
14 by the Court.

- 15 g. **Opt Outs.** Class Members who wish to “opt out” of and be excluded from the non-
16 PAGA portion of this Settlement must submit a written Request for Exclusion from
17 the Settlement bearing a post-mark from a date within the Notice Period. Class
18 Members may not opt out of the PAGA portion of this Settlement and are still
19 bound by the release of PAGA claims even if they submit a valid Request for
20 Exclusion from the non-PAGA portion of this Settlement and will receive a check
21 with their PAGA Settlement Payments allocation from the \$5,250 PAGA
22 Settlement Payments if they are a PAGA Member. The Request for Exclusion
23 must include: (a) the Class Member’s name; (b) a statement that the Class Member
24 desires to exclude himself or herself from the case; (c) the last four digits of the
25 Class Member’s social security number; and (d) be signed by the Class Member.
26 If a Class Member submits a Deficient Opt-Out, the Settlement Administrator shall
27 notify the Class Member of the deficiency within five (5) business days of receipt.
28 The Class Member shall have until the end of the Notice Period or five (5) business

1 days after the close of the Notice Period if the notice of deficiency is sent by the
2 Settlement Administrator within (5) business days of the end of the Notice Period
3 to cure said deficiencies, at which point his or her Request for Exclusion will be
4 rejected if not received. Class Members with Deficient Opt-Outs shall be bound by
5 the Settlement and its releases and will be considered Participating Class Members
6 for settlement distribution purposes. Class Members shall be permitted to rescind
7 their Request for Exclusion in writing by submitting a rescission statement to the
8 Settlement Administrator not later than one (1) business day prior to the Final
9 Approval Hearing, or as otherwise ordered by the Court. The Settlement
10 Administrator shall not accept Late Requests for Exclusion without the written
11 authorization of the Parties. Plaintiff may not opt out of the Settlement. Class
12 Members are not required to submit a claim in order to participate in the Settlement.

13 h. **Released Claims.** Upon Final Approval, the Class Representative, PAGA
14 Members, and Participating Class Members who did not opt out of the non-PAGA
15 portion of this Settlement, shall be deemed to have fully, finally, and forever
16 released Defendant and the Released Parties from the released claims as set forth in
17 Sections X through XII below.

18 i. **Entry of Judgment.** At the Final Approval Hearing, the Parties will request that
19 the Court, among other things: (a) certify the Settlement Class for purposes of
20 settlement only; (b) enter a Final Approval Order in accordance with the terms of
21 this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable,
22 and binding on all Participating Class Members, all PAGA Members, and the
23 LWDA; (d) enter an order whereby Participating Class Members shall release the
24 Released Class Claims; and (e) enter an order whereby the PAGA Members and
25 LWDA shall release the Released PAGA Claims.

26 **VI. SETTLEMENT ADMINISTRATION**

27 50. The Parties have agreed to the appointment of Phoenix Class Action Administration
28

1 Solutions to perform the duties of Settlement Administrator.

2 51. Within seven (7) days of the Final Approval Order, the Settlement Administrator shall
3 calculate, and inform Defendant's counsel of, the employer's share of payroll taxes. Defendant shall provide
4 all information necessary for the Settlement Administrator to calculate the employer's share of payroll taxes.

5 52. Within sixty-seven (67) days of the Final Approval Order, Defendant shall fund the
6 settlement with the Maximum Settlement Amount and the employer's share of payroll taxes by wire transfer
7 or otherwise transmit to a depository bank designated by the Settlement Administrator in an account titled
8 in the name of "Brooks/JHU Wage and Hour Settlement Fund." The account will be organized and existing
9 under the laws of the State of California, intended by the Parties to be a "Qualified Settlement Fund" as
10 described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section
11 1.468B-1, *et seq.* The monies so transferred, together with any interest subsequently earned thereon, shall
12 constitute the Qualified Settlement Fund. The \$220,000 for the Maximum Settlement Amount and the
13 employer's share of payroll taxes transferred into the Qualified Settlement Fund by Defendant shall
14 constitute the total Settlement cash outlay by Defendant in connection with: (1) the resolution of this matter;
15 (2) this Settlement Agreement; and (3) the entry of Judgment in this Action. This sum is inclusive of
16 payment for the Maximum Settlement Amount (and all payments to be made from the Maximum
17 Settlement Amount as described herein).

18 53. The Settlement Administrator shall serve as Trustee of the Qualified Settlement Fund and
19 shall act as a fiduciary with respect to the handling, management and distribution of the Qualified Settlement
20 Fund, including with regard to payment of valid claims and reporting and paying taxes on such Award .
21 The Settlement Administrator shall act in a manner necessary to qualify the Qualified Settlement Fund as a
22 "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of 1986, as amended, and
23 Treas. Reg. Section 1.468B-1, *et seq.*, and to maintain that qualification.

24 54. The Settlement Administrator shall be responsible for: (a) calculating each Class Member's
25 potential recovery of the Net Settlement Amount and PAGA Settlement Payments amount;
26 (b) preparing and mailing to all Class Members and PAGA Members the Settlement Documents with
27 estimated Settlement Class Payment amounts and (if applicable) a PAGA Settlement Payments amount,
28 and instructions on how to opt out of or object to the non-PAGA portion of the Settlement, and will take

1 appropriate steps to trace, update and locate any individual Class Members and PAGA Members whose
2 address or contact information as provided to the Settlement Administrator is inaccurate or outdated;
3 (c) receiving and serving on Class Counsel and Defendant's Counsel, and the Court, Requests for Exclusion
4 and any withdrawal and rescission statements; (d) providing to Class Counsel and Defendant's Counsel a
5 weekly report of activity; (e) establishing a toll free telephone line and responding to inquiries and requests
6 for information or assistance from Class Members; (f) determining and paying the final amounts due to be
7 paid to Participating Class Members after adjustment for funds due to Class Members who timely opt out
8 of the non-PAGA portion of this Settlement; (g) reporting to Class Counsel, Defendant's Counsel, and the
9 Court regarding the completion of the tasks identified in this paragraph; and (h) carrying out other related
10 tasks including the proper maintenance of the QSF and reporting required for that account, in accordance
11 with the terms of this Settlement Agreement. The weekly report of activity should include: (a) the number
12 of Class Members who have submitted valid Requests for Exclusion, (b) the number of Notices returned
13 and re-mailed, (c) whether any Class Member has submitted a dispute to any information contained in the
14 Notice, and (d) the final count of Class Members who successfully opted-out of the non-PAGA portion of
15 this Settlement.

16 55. All disputes relating to the Settlement Administrator's ability and need to perform its duties
17 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
18 conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement
19 Agreement have been fully executed.

20 56. When and if the Court grants Final Approval of the Settlement, and the Settlement Effective
21 Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Participating
22 Class Members and PAGA Members. The Settlement Administrator shall provide a redacted list to the
23 Parties within ten (10) days after the Final Approval Order. For each Participating Class Member on this
24 list, the Settlement Administrator will re-calculate the amounts due to each Participating Class Member.
25 The Settlement Administrator shall also provide a non-redacted list only to Defendant within ten (10) days
26 after the Final Approval Order.

27 57. Except for the Class Representative Enhancement Award, all Settlement Class Payments
28 to Participating Class Members shall be allocated as follows: 50% allocation for wages to be reported on

1 IRS Form W-2; 25% allocation for penalties to be reported on IRS Form 1099; and 25% allocation for
2 interest to be reported on IRS Form 1099. All PAGA Settlement Payments will be allocated entirely to civil
3 penalties. The Class Representative Enhancement Award shall be treated as compensation for non-wage
4 claims and shall be reported on IRS Form 1099. The Settlement Administrator shall provide Participating
5 Class Members, PAGA Members, and the Class Representative with an IRS Form 1099 as appropriate for
6 the portions allocated to non-wages, if required. The Class Representative, Participating Class Members,
7 and PAGA Members shall be exclusively liable for all tax liability, if any, resulting from any failure on their
8 part to pay any taxes due on their receipt of the Settlement Class Payments and/or PAGA Settlement
9 Payments. All Parties represent that they have not received, and shall not rely on, advice or representations
10 from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state,
11 or local law.

12 58. After all payments have been disbursed from the QSF, the Settlement Administrator shall
13 dissolve the QSF and file a return (SF-1120) with the IRS.

14 **VII. NOTICE TO THE CLASS MEMBERS AND LWDA**

15 59. Within thirty (30) days after the Date of Preliminary Approval by the Court, and subject to
16 the Settlement Administrator executing a confidentiality agreement required by Defendant, Defendant shall
17 provide the Settlement Administrator only with a Microsoft Excel spreadsheet containing the following for
18 each Class Member: (1) full name; (2) last known mailing address; (3) social security number; (4) start and
19 end dates of active employment as a Class Member and PAGA Member in the state of California; (5) the
20 number of Workweeks during which the Class Member worked; (6) the number of Pay Periods during
21 which the PAGA Member worked; and (7) any other information required by the Settlement Administrator
22 in order to effectuate the terms of the Settlement to the extent it can be reasonably provided by Defendant.
23 Class Counsel will not be provided with the aforementioned data (including names, last known mailing
24 address, social security numbers, and employment dates for Class Members and PAGA Members) unless
25 Defendant provides consent in writing, but may receive summaries of the aforementioned data, provided
26 sensitive information such as names, last known mailing addresses, and social security numbers are
27 redacted.

28 60. Class data shall only be used by the Settlement Administrator for the purpose of calculating

1 settlement payment shares and finding and notifying Class Members and PAGA Members of the settlement.
2 Data and information for Class Members and PAGA Members shall not be disclosed to the Named Plaintiff,
3 or any other Class Members or PAGA Members without the prior written consent of Defendant and will be
4 subject to the Settlement Administrator's confidentiality agreement and redaction.

5 61. Prior to mailing the Settlement Documents, the Settlement Administrator will update the
6 addresses for the Class Members and PAGA Members using the National Change of Address database and
7 other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from
8 the initial mailing that are returned no later than thirty (30) days after the initial mailing shall be remailed on
9 one occasion. Those envelopes returned with forwarding addresses will be used by the Settlement
10 Administrator to locate Class Members and PAGA Members and re-mail the Settlement Documents to the
11 correct or updated address. For envelopes without a forwarding address, the Settlement Administrator will
12 use all appropriate tracing methods, including skip tracing, to ensure that the Settlement Documents are
13 received by the Class Members and PAGA Members. The Settlement Administrator shall also take
14 reasonable steps including skip tracing to locate any Class Member or PAGA Member whose Notice of
15 Settlement is returned as undeliverable. Individuals who receive a remailed envelope shall be entitled to an
16 additional 15 days beyond the response deadline to submit written objections or opt-out of the non-PAGA
17 portion of this Settlement.

18 62. Within fourteen (14) days of receiving the class data from Defendant and after it has
19 completed all of the address updates for Class Members (including any skip tracing), the Settlement
20 Administrator shall mail the Notice of Settlement to Class Members and PAGA Members. The Notice of
21 Settlement (attached as Exhibit A) shall provide a summary of the provisions of the Settlement. The Notice
22 of Settlement shall also list the amount of Workweeks worked by the Class Member and, if applicable, the
23 number of Pay Periods worked by the PAGA Member, and the estimated individual payment each Class
24 Member will receive as a Class Member and PAGA Member. The Notice shall provide instructions to
25 employees regarding how to request to be excluded from the Settlement, how to object to the Settlement,
26 how to submit a dispute regarding the number of Workweeks and/or Pay Periods stated on the Settlement
27 Documents, and the date of the final approval hearing. At least five (5) business days prior to this mailing,
28 the Settlement Administrator shall provide the Parties with a report listing the estimated Settlement Class

1 Payment and PAGA Settlement Payments amounts to each Class Member and PAGA Member.

2 63. Class Members shall have forty-five (45) days from the date of mailing of the Settlement
3 Documents to opt-out of the Class (*i.e.*, the non-PAGA portion of this Settlement), object to the Settlement,
4 or submit a dispute. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day
5 that is not a Sunday or holiday.

6 64. Plaintiff's counsel shall provide notice of this Settlement to the LWDA consistent with the
7 requirements of Labor Code § 2699(l)(2).

8 **VIII. CALCULATION OF SETTLEMENT PAYMENTS AND DISTRIBUTION OF NET**
9 **SETTLEMENT AND PAGA SETTLEMENT PAYMENTS FUNDS**

10 65. **Calculation of Settlement Class Payments.** The Settlement Administrator will calculate
11 pro rata Settlement Class Payments to Class Members based on each Class Member's number of
12 Workweeks during the Class Period as reflected on Defendant's records. The pro rata Settlement Class
13 Payments shall be determined as follows: (1) the Settlement Administrator will divide the number of
14 Workweeks worked by each Participating Class Member during the Class Period by the total Workweeks
15 of all Participating Class Members during the Class Period, and (2) multiply the resulting fraction by the Net
16 Settlement Amount allocated for distribution to Participating Class Members.

17 66. **Calculation of the PAGA Settlement Payments.** The Settlement Administrator will
18 calculate pro rata PAGA Settlement Payments to PAGA Members by: (1) dividing the number of Pay
19 Periods worked by each PAGA Member during the PAGA Period by the total Pay Periods of all PAGA
20 Members during the PAGA Period, and (2) multiplying the resulting fraction by the PAGA Settlement
21 Payments.

22 67. **Eligibility for Settlement Class Payments.** Only Class Members who have not opted-out
23 of the non-PAGA portion of this Settlement will be considered Participating Class Members and eligible to
24 receive a Settlement Class Payment.

25 68. Each Notice of Settlement mailed to a Class Member will identify the dates of employment
26 that Defendant's records indicate the individual worked as a Class Member; the number of Workweeks
27 worked by the Class Member during the Class Period and the number of Pay Periods worked by the PAGA
28 Member during PAGA Period; and an estimate of each Class Member's pro rata share of the Net Settlement

1 Amount including the share of any PAGA Settlement Payments as a PAGA Member.

2 69. Participating Class Members and PAGA Members will have the right to dispute only the
3 information described in Paragraphs 67 and 68, *supra*, as shown on the Notice of Settlement. Challenges
4 to the information listed on the Notice of Settlement shall be sent directly to the Settlement Administrator at
5 the address indicated on the Notice of Settlement. Any dispute must be submitted to the Settlement
6 Administrator during the Notice Period. The Settlement Administrator will inform Class Counsel and
7 Defendant's Counsel in writing of any timely filed disputes. The information listed on the Notice of
8 Settlement is presumed to be accurate unless the Participating Class Member and/or PAGA Member
9 submits documentation demonstrating otherwise, *i.e.*, a Participating Class Member or PAGA Member who
10 fails to provide documentary proof will have his or her challenge denied. In the event of any dispute over
11 an individual's employment information, the Settlement Administrator will consult with the Parties to
12 determine whether an adjustment is warranted. The Parties shall meet and confer and shall attempt to agree
13 on a resolution for any such dispute. In the event the Parties cannot agree to a resolution, Defendant will
14 make the final decision on the dispute and the decision will be binding on the Participating Class Member
15 and/or PAGA Member and no additional rights of appeal shall exist.

16 70. The Settlement Administrator shall (a) date stamp all original Requests for Exclusion that
17 it receives; and (b) serve copies on Class Counsel and Defendant's Counsel no later than five (5) business
18 days after receipt, or immediately if received within five (5) business days of the Final Approval Hearing.

19 71. The Settlement Administrator shall also (a) date stamp all original rescission of Requests
20 for Exclusion it receives; and (b) serve copies on Class Counsel and Defendant's Counsel no later than five
21 (5) business days after receipt, or immediately if received within five (5) business days of the Court's Final
22 Approval Hearing; and (c) file the date-stamped originals with the Clerk of the Court no later than five (5)
23 business days prior to the date of the Final Approval Hearing or immediately if received less than five (5)
24 business days prior to the date of the Final Approval Hearing.

25 72. The Settlement Administrator shall make the final calculation of Settlement Class Payments
26 and PAGA Settlement Payments and within seven (7) days of the Settlement Effective Date, the Settlement
27 Administrator shall provide the Parties with a redacted report listing the Participating Class Members by a
28 unique identifier, the amount of each Participating Class Member's Settlement Class Payment, any PAGA

1 Settlement Payments, and the number of corresponding Workweeks and Pay Periods. The Settlement
2 Administrator shall also provide a non-redacted report only to Defendant within seven (7) days of the
3 Settlement Effective Date.

4 73. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator
5 shall distribute and pay Settlement Class Payment checks to all Participating Class Members, pay the Class
6 Representative Enhancement Award to Plaintiff, issue a check to the LWDA for the LWDA PAGA
7 Amount, issue checks to the PAGA Members for their PAGA Settlement Payments, pay Class Counsel's
8 approved attorneys' fees and litigation costs and expenses, and pay the settlement administration fees.

9 74. The Settlement Administrator shall be responsible for issuing and mailing the checks and
10 any necessary tax reporting forms to Participating Class Members, PAGA Members, the Class
11 Representative, Class Counsel, and Defendant.

12 75. Uncashed Settlement Checks. Participating Class Members who are sent Settlement Class
13 Payments and PAGA Members who are sent PAGA Settlement Payments shall have one hundred twenty
14 (120) calendar days (which can be extended for good cause shown) after mailing by the Settlement
15 Administrator to cash their checks and will be so advised of such deadline. If such Participating Class
16 Members and/or PAGA Members do not cash their checks within that period, those checks will become
17 void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration
18 date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendant's
19 Counsel a verification/declaration signed under penalty of perjury that it has mailed the checks for
20 Settlement Class Payments and PAGA Settlement Payments, and if uncashed, that such amounts have been
21 sent to the Controller of the State of California to be held by the Unclaimed Property Fund in the name of
22 the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not
23 cash their checks until such time as they claim their property. Defendant will not be required to pay any
24 interest on such amounts and no such amount shall be reverted to Defendant.

25 **IX. FILING ACTION**

26 76. Prior to seeking the Court's approval of this Settlement, the Parties agree that
27 Plaintiff has fulfilled the initiation the Action by filing the FAC. The Parties agree that Defendant
28 is not obligated to file a responsive pleading to the FAC pending the completion of the settlement

process. If the settlement process is withdrawn, cancelled, or otherwise terminated, Defendant has thirty (30) days from the date of withdrawal, cancellation or termination to file a responsive pleading.

X. RELEASE BY PARTICIPATING CLASS MEMBERS

77. Release by Participating Class Members. The releases agreed upon and made part of the settlement by Participating Class Members shall include a full and final release of the Released Parties, as defined above, of the Released Class Claims. The “Released Class Claims” are any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendant and released parties that have been asserted or could have been asserted in the Complaint, the First Amended Complaint and Plaintiff’s PAGA letter to the LWDA, , based on the facts, claims, and/or allegations pled therein. Released Class Claims include, but are not limited to, claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194 (a), 1197, 1197.1, 1198, 1198.5, the applicable IWC wage orders, Business and Professions Code § 17200, *et seq.*, and the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*), including, but not limited to, claims for failure to pay overtime wages; failure to provide meal periods and pay premiums; failure to provide rest breaks and pay premiums; failure to provide accurate itemized wage statements; failure to maintain and provide records; failure to pay all wages upon termination; failure to pay minimum wages; and violations of California’s Unfair Competition Law, and includes all such claims during the Class Period.

XI. RELEASE BY PAGA MEMBERS AND THE LWDA

78. The PAGA Members and the LWDA shall release the Released Parties from any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendant and released parties, under PAGA that have been asserted in the FAC and/or Brooks’ PAGA letter to the LWDA, and any amendments thereto, or that could have been asserted in the FAC, Brooks’ PAGA letter to the LWDA, and any amendments thereto, based on the facts, claims and/or allegations pled therein. Released PAGA Claims include, but are not limited to, claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194 (a), 1197, 1197.1, 1198, 1198.5, and the applicable IWC wage orders, including, but not limited to, claims for pay overtime wages; failure to provide meal periods and pay premiums; failure to provide rest breaks and pay premiums; failure to provide accurate itemized wage statements;

1 failure to maintain and provide records; failure to pay all wages upon termination; failure to pay
2 minimum wages, and includes all such claims during the PAGA Period.

3 **XII. RELEASE BY CLASS REPRESENTATIVE**

4 79. Settlement by Class Representative . As of the Settlement Effective Date, in consideration
5 of the mutual covenants and promises set forth herein and by operation of the Final Approval Order and
6 Judgment, in the event the Court grants the Class Representative Enhancement Award , the release agreed
7 upon and made part of the settlement by the Class Representative (the “Class Representative General
8 Release”) shall include a general release of the Released Parties, as defined above, from all claims, actions,
9 causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties,
10 covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and
11 demands whatsoever, whether in law or equity, known or unknown, which against the Released Parties, the
12 Class Representative and their heirs, executors, administrators, successors, and assigns, may now have or
13 hereafter later determine that they have or had upon, or by reason of, any cause or thing whatsoever
14 including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor
15 Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security
16 Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, but not limited to, breach of fiduciary duty and equitable
17 claims to be brought under § 1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification
18 Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the
19 Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and
20 Medical Leave Act (to the extent permitted by law), the California Family Rights Act (“CFRA”),
21 California’s PAGA, Cal. Bus. and Prof. Code § 17200 *et seq.* (“UCL”), the California Labor Code, and/or
22 any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute,
23 regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation
24 under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any
25 source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with
26 contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud,
27 negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action
28 similar thereto against the Released Parties, including any claim for attorneys’ fees, expenses or costs based

1 upon any conduct up to and including the date of Final Approval; provided, however, that the Class
2 Representative do not waive any right to file an administrative charge with the Equal Employment
3 Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the
4 condition that the Class Representative agree not to seek, or in any way obtain or accept, any monetary
5 award, recovery or settlement therefrom and agree that they understand that such limitation does not in any
6 way restrict their ability to file and pursue such charge consistent with the confidentiality obligations set
7 forth in this Settlement Agreement; and further provided, however, that the Class Representative do not
8 waive any rights with respect to, or release the Released Parties from, any claims for California Workers’
9 Compensation benefits (except that the Class Representative hereby release and waive any claims that they
10 are entitled to additional benefits or payments); and further provided, however, that the Class Representative
11 do not release any claim for unemployment compensation benefits; and further provided, however, that the
12 Class Representative do not release any claim that cannot be released by private contract, or for breach of
13 the terms of the Settlement Agreement between the Class Representative and Defendant. It is further agreed
14 that:

- 15 a. The Class Representative , for the purpose of implementing a full and complete
16 release and discharge of the Released Parties, expressly acknowledge that this Class
17 Representative General Release is intended to include in its effect, without
18 limitations, all claims through the date of Final Approval, which the Class
19 Representative do not know or suspect to exist in the Class Representative ’ favor
20 at the time of execution hereof, and that this Class Representative General Release
21 contemplates the extinguishment of any such claim or claims.
- 22 b. The Class Representative , in connection with such waiver and relinquishment,
23 hereby acknowledge that they or their respective attorneys may hereafter discover
24 claims or facts in addition to, or different from, those which they now know or
25 believe to exist, but that the Class Representative expressly agree to fully, finally
26 and forever settle and release any and all claims, known or unknown, suspected or
27 unsuspected, which exist or may exist on their behalf against the Released Parties
28 at the time of Final Approval, including, but not limited to, any and all claims

1 relating to or arising from the Class Representative ' employment with Defendant.
2 The Parties further acknowledge, understand and agree that this representation and
3 commitment is essential to each Party and that this Settlement Agreement would
4 not have been entered into were it not for this representation and commitment.

- 5 c. The Class Representative shall be deemed to have expressly waived and
6 relinquished, to the fullest extent permitted by law, the provisions, rights, and
7 benefits they may otherwise have had relating to the claims covered by the Class
8 Representative General Release pursuant to Section 1542 of the California Civil
9 Code, which provides as follows:

10 A general release does not extend to claims that the creditor or
11 releasing party does not know or suspect to exist in his or her favor
12 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.

- 13 d. The Class Representative covenants that they will not participate in or receive
14 recovery or monies as a class member or representative action member in
15 connection with any proceeding seeking relief of any kind, including penalties
16 under PAGA, which arises during the Class Period and/or PAGA Period for any
17 known and unknown claims.

- 18 e. As of the Settlement Effective Date, in consideration of the mutual covenants and
19 promises set forth herein and by operation of the Final Approval Order and
20 Judgment, in the event the Court grants the Class Representative Enhancement
21 Award, the Class Representative agree to not disparage or impugn the reputation
22 of any of the Released Parties. Notwithstanding the foregoing, the Parties agree
23 that the Class Representative will not be prohibited or restricted from providing
24 information to or cooperating with any government agencies or any self-regulating
25 organizations.

26 **XIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND**
27 **BETWEEN PRELIMINARY AND FINAL APPROVAL.**

- 28 80. The Parties shall promptly submit this Settlement Agreement to the Court together with a

1 Motion for Preliminary Approval of Settlement and Certification of Settlement Class. The motion shall also
2 seek an order:

- 3 a. Preliminarily approving the Settlement;
- 4 b. Approving as to form and content the proposed Notice of Settlement;
- 5 c. Directing the mailing of the Notice of Settlement by first class mail to the
6 Settlement Class Members and PAGA Members;
- 7 d. Preliminarily certifying the settlement class for purposes of settlement and
8 preliminarily appointing Named Plaintiff and Plaintiff's respective counsel as
9 Representative of the settlement class;
- 10 e. Preliminarily approving settlement administration services to be provided by the
11 Settlement Administrator;
- 12 f. Preliminarily approving the Class Representative Enhancement Award to Named
13 Plaintiff as Class Representative ;
- 14 g. Preliminarily approving the application for payment of reasonable attorneys' fees
15 and litigation costs and expenses to Plaintiff's counsel;
- 16 h. Scheduling a Final Approval Hearing on the question of whether the proposed
17 settlement should be finally approved as fair, reasonable and adequate as to the
18 Settlement Class Members and PAGA Members.

19 81. Plaintiff's counsel shall provide the Court, at least 5 days prior to the Final Approval
20 Hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice
21 of Settlement required to be mailed to Class Members and PAGA Members by this Settlement Agreement,
22 and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing
23 efforts.

24 **XIV. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL**

25 82. The Parties will submit a proposed Final Approval Order, which shall include findings and
26 orders:

- 27 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable and
28

adequate, and directing that its terms and provisions be carried out;

- b. Approving the Class Representative Enhancement Award to the Named Plaintiff as Class Representative;
- c. Approving Class Counsel's application for an award of attorneys' fees and litigation costs and expenses, and the Settlement Administrator's fees;
- d. Ordering that the settlement payments be distributed to the Participating Class Members, the LWDA, and PAGA Members as set forth in the Agreement;
- e. Identifying the individuals who opted out of the non-PAGA portion of the Settlement;
- f. Releasing and extinguishing all Participating Class Members' Released Class Claims that arose during the Class Period and PAGA Members' Released PAGA Claims that arose during the PAGA Period, and the Class Representative General Release;
- g. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders; and
- h. Directing Class Counsel to submit the Court's Final Approval Order and Judgment to the LWDA within 10 days of the date on which the Court enters its Final Approval Order and Judgment consistent with Labor Code § 2699(l)(3).

83. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- a. Should an appeal be taken from the Final Approval Order, all Parties will support the approval order on appeal;
- b. Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and PAGA Members entitled to payments from the Qualified Settlement Fund;
- c. Class Counsel and Defendant's Counsel will assist the Settlement Administrator as

needed or requested in responding to late requests for payments;

d. Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed;

e. Class Counsel and the Settlement Administrator will certify to the Court completion of all payments required to be made by this Settlement Agreement.

XV. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

84. The preliminary schedule for notice, approval, and payment procedures carrying out this settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 30 days after the Date of Preliminary Approval	Defendant shall provide the Settlement Administrator only with the information set forth in Paragraph 59.
Within 14 days after receipt of class data from Defendant	Settlement Administrator to complete updating any Class Member contact information and complete mailing by first class mail of Settlement Documents pursuant to Paragraph 62.
5 business days before mailing Settlement Documents	Settlement Administrator to provide the Parties with estimated Settlement Class Payments to each Class Member and PAGA Settlement Payments to each PAGA Member pursuant to Paragraph 62.
45 days after mailing Settlement Documents	Deadline for Class Members to opt-out of the non-PAGA portion of the settlement, object in writing, or submit Workweek and/or Pay Period disputes.
1 business day prior to the Final Approval Hearing	Last day for Class Members to rescind objections or opt-outs.

1 2	Within 7 days of the Final Approval Order	Settlement Administrator to calculate and provide Defendant's counsel with the amount of the employer's share of payroll taxes.
3 4 5	Within 10 days of the Final Approval Order	Settlement Administrator to provide the Parties with a redacted list of all Participating Class Members and the re-calculated amounts due to each Participating Class Member. Settlement Administrator to also provide the same list in non-redacted format only to Defendant.
6 7	Within 67 days of the Final Approval Order	Defendant to fund the Qualified Settlement Fund within seven (7) days after the running of the time to appeal the Court's settlement approval order.
8 9	The 61st day after the entry of Judgment on the Final Approval Order, if no appeals are filed	Settlement Effective Date
10 11 12 13 14 15	Within 7 days of the Settlement Effective Date	Settlement Administrator to make the final calculation of Settlement Class Payments from the Net Settlement Amount and PAGA Settlement Payments to be distributed to the Participating Class Members and PAGA Members. Settlement Administrator to provide the Parties with a redacted report listing the Class Members with a unique identifier, the amount of Settlement Class Payment, any PAGA Settlement Payments, and number of eligible Pay Periods. Settlement Administrator to provide the same report in non-redacted format only to Defendant.
16 17 18 19 20	Within 30 days of Defendant funding the MSA	Settlement Administrator to distribute and pay Settlement Class Payment checks to all Participating Class Members, pay the Class Representative Enhancement Award to Plaintiff, issue a check to the LWDA for the LWDA PAGA Amount, issues checks to the PAGA Members for their PAGA Settlement Payments, pay Class Counsel's approved attorneys' fees and litigation costs and expenses, and pay the settlement administration fees.
21 22 23 24	120 days after payment of first round settlement checks	Expiration of settlement checks pursuant to Paragraph 75, which states if Participating Class Members and/or PAGA Members do not cash their checks within the 120 day period, "those checks will become void and a stop payment will be placed on the uncashed checks."

1 Within 150 days of distribution 2 (thirty (30) days after the expiration 3 date of the settlement checks)	Settlement Administrator to calculate and pay any remaining amount of uncashed Settlement checks to the State Controller's Office, Unclaimed Property Division pursuant to paragraph 75. Settlement Administrator to provide Class Counsel and Defendant's Counsel a verification/declaration signed under penalty of perjury that it has mailed the checks for Settlement Class Payments and PAGA Settlement Payments, and if uncashed, that such amounts have been sent to the State Controller's Office, Unclaimed Property Division pursuant to paragraph 75.
4 5 6 7 8 9 10 After Settlement Administrator 11 submits final declaration of 12 distributions and within fourteen (14) days of written request by Defendant	Named Plaintiff and Class Counsel to destroy and confirm the destruction of all confidential documents produced to them for settlement purposes.

13 **XVI. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT**

14 85. Either Party may withdraw from the settlement if: (A) the Court does not approve the
15 Settlement; (B) if 5% or more of employees opt out of the class; or (C) the other Party or Party's Counsel
16 breaches this Settlement Agreement. In event of a breach by either Party, the Court may award reasonable
17 attorneys' fees and costs to the prevailing party in a motion or action taken based on an alleged violation of
18 any material term of this Settlement Agreement.

19 86. If for any reason the Settlement Effect Date does not occur, or if either Party withdraws
20 from the Settlement pursuant to Paragraph 85, this Settlement Agreement and any related Settlement
21 Documents will be null and void, other than the confidentiality and non-disclosure provisions in Section
22 XVII and the non-admission provisions in Paragraph 49.a, and any class action certified for settlement
23 purposes will be vacated. In such an event, neither this Settlement Agreement, nor the Memorandum of
24 Understanding of Settlement, nor the settlement documents, nor the negotiations leading to the Settlement
25 may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and
26 allegations in the action, to assert all applicable defenses, and to dispute the propriety of class or collective
27 certification on all applicable grounds. If the Settlement is not initially approved by the Court following the
28 filing of Plaintiff's Motion for Preliminary Approval, the parties shall meet and confer again in an effort to

1 modify the Settlement in a manner that addresses the Court's concerns.

2 87. Other than as specified above, this Settlement Agreement may not be changed, altered, or
3 modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This
4 Settlement Agreement may not be discharged except by performance in accordance with its terms or by a
5 writing signed by the Parties hereto.

6 **XVII. CONFIDENTIALITY AND PUBLICITY**

7 88. The names of Participating Class Members and their allocation amounts shall be kept
8 strictly confidential by the Settlement Administrator, who will not release such information to Class
9 Counsel, unless anonymized and with contact information redacted, and such information may only be filed
10 with the Court under seal, if necessary. Any information received by Class Counsel in connection with this
11 Settlement may be used for this action only, and may not be used for any purpose or in any other action or
12 proceeding.

13 89. Named Plaintiff and Class Counsel agree not to disclose the terms of the settlement except
14 in court papers or if required by legal process, except that Plaintiff's counsel may put publicly available
15 information about the settlement in any description of their experience or the like in order to describe their
16 experience to a court. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference,
17 publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and
18 Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed
19 with the Court.

20 90. Destruction of Confidential Settlement Materials. Named Plaintiff and Class Counsel
21 agree to destroy and confirm the destruction of all confidential documents produced to them for settlement
22 purposes in this action after the Settlement Administrator submits the final declaration of distributions and
23 within fourteen (14) days of written request by Defendant.

24 **XVIII. PARTIES' AUTHORITY**

25 91. The signatories hereby represent that they are fully authorized to enter into this Settlement
26 Agreement and bind the Parties hereto to the terms and conditions hereof.

27 **XIX. MUTUAL FULL COOPERATION**

28 92. The Parties agree to fully cooperate with each other to promote participation in Settlement

1 and in seeking court approval of this Settlement Agreement, including but not limited to, working
2 cooperatively to address any questions raised by the Court, executing documents or amending documents
3 as required by the Court, and taking such other action as may reasonably be necessary to implement the
4 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
5 including all efforts contemplated by this Settlement Agreement and any other efforts that may become
6 necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth
7 herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's counsel shall, with
8 the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the
9 Court's preliminary and final approval of this Settlement Agreement.

10 **XX. NOTICES**

11 93. Unless otherwise specifically provided herein, all notices, demands or other
12 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
13 third business day after mailing by United States registered or certified mail, return receipt requested,
14 addressed as follows, or by e-mail to the email address(es) listed below:

15 To Plaintiff's Counsel:

16 John Litwin
17 LYFE LAW, LLP
18 864 S. Robertson Blvd., 3rd Floor
19 Los Angeles, CA 90035
20 Tel: (888) 203-1422
21 Fax: (888) 203-1424
22 JohnL@lyfe.com

23 To Defendant's Counsel:

24 Carrie A. Gonell and Raina Sharma
25 MORGAN, LEWIS & BOCKIUS LLP
26 600 Anton Blvd., Suite 1800
27 Costa Mesa, CA 92626
28 Tel: 949.399.7000
Fax: 949.399.7001
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that
Party shall notify all other Parties of said change in writing.

1 **XXI. MISCELLANEOUS PROVISIONS**

2 94. **Captions and Titles.** Paragraph titles or captions contained herein are inserted as a matter
3 of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement
4 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely
5 a recital.

6 95. **Drafting.** The Parties hereto agree that the terms and conditions of this Settlement
7 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither party
8 shall be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against
9 that party, and this Settlement Agreement shall not be construed in favor of or against any Party by reason
10 of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement
11 Agreement.

12 96. **Extensions of Time.** If a party cannot reasonably comply with an obligation under this
13 Settlement Agreement by the deadline set forth herein applicable to that obligation, that party may apply to
14 the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an
15 extension will not be unreasonably withheld by the other party. The parties agree to cooperate so that the
16 matter will be resolved with appropriate dispatch and the settlement terms carried out without unnecessary
17 delay.

18 97. **Governing Law.** The rights and obligations of the Parties hereunder shall be construed
19 and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard
20 to principles of conflict of laws.

21 98. **No Impact on Benefit Plans.** Neither the Settlement nor any amounts paid under the
22 Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or
23 bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional
24 contributions to, benefits under, or any other monetary entitlement under the Released Parties’ sponsored
25 benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not
26 be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
27 of compensation for the purposes of any of the Released Parties’ benefit plan, policy, or bonus program.
28 The Released Parties retain the right to modify the language of the Released Parties’ benefit plans, policies

1 and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement
2 are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by
3 applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any
4 other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.
5 Further, neither the Settlement nor any amounts paid under the Settlement will modify, extend, or alter the
6 Class Members and/or PAGA Members’ period of employment for any purpose.

7 99. **Integration.** This Settlement Agreement, along with attached exhibits, contains the entire
8 agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior
9 or contemporaneous agreements, understandings, representations, and statements, whether oral or written
10 and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived
11 except in writing.

12 100. **No Prior Assignments.** This Settlement Agreement shall be binding upon and inure to the
13 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.
14 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned,
15 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of
16 any liability, claim, demand, action, cause of action or rights herein released and discharged except as set
17 forth herein.

18 101. **Class Member Signatories.** It is agreed that because the members of the Class are so
19 numerous, it is impossible or impractical to have each member of the Class execute this Settlement
20 Agreement. The Notice of Settlement attached hereto will advise all Class Members of the binding nature
21 of the release and such shall have the same force and effect as if this Settlement Agreement were executed
22 by each member of the Class.

23 **XXII. COUNTERPARTS**

24 102. This Settlement Agreement may be executed in counterparts with signatures transmitted by
25 facsimile or as an electronic image of the original signature. When each Party has signed and delivered at
26 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
27 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and
28 effective as to all Parties. A facsimile signature shall have the same force and effect as the original signature.

1 DATED: August 18, 2026


SARAH ANN BROOKS
Plaintiff

2
3
4 DATED: August 20, 2026

THE JOHNS HOPKINS UNIVERSITY

By: 
Name: Laurent Heller
Title: EXP

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7
8
9
10 DATED: August 18, 2026

LYFE LAW, LLP



John F. Litwin
Attorneys for Sarah Ann Brooks on
behalf of themselves and all others similarly
situated

11
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15
16
17
18 DATED: August 20, 2026

MORGAN, LEWIS & BOCKIUS LLP



Carrie A. Gonell
Raina Sharma
Attorneys for Defendant,
The Johns Hopkins University