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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARIA JIMENEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MAGIC JANITORIAL SOLUTIONS, INC.; and
DOES 1 through 10, inclusive,
Defendants.

Case No.: CV-25-007785

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: August 13, 2025

Trial Date: Not set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Maria Jimenez (“Plaintiff”) and Defendant Magic Janitorial Solutions, Inc. (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Maria Jimenez v. Magic Janitorial Solutions, Inc.*, Superior Court of the State of California, County of Stanislaus, Case No. CV-25-007785.

1.1. “Administrator” means the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement.

1.3. “Aggrieved Employees” means all current and former hourly-paid, non-exempt employees of Defendant who worked in California at any time during the PAGA Period.

1.4. “Class” means all current and former hourly-paid, non-exempt employees of Defendant who worked in California at any time during the Class Period.

1.5. “Class Counsel” means Kane Moon, Allen Feghali, Phillip S. Song, and Micaela L. de Guzman of Moon Law Group, PC.

1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

1.8. “Class Data” or “Class List” means Class Member identifying information in

Defendant's possession, including the Class Member's name, last-known mailing address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.

1.9. "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.

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from August 13, 2021, through the earlier of the date the Court grants Preliminary Approval of the Settlement or June 27, 2026.

1.13. "Class Representative" means the named Plaintiff in the Action, Maria Jimenez.

1.14. "Class Representative Enhancement Award" means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$10,000.00.

1.15. "Court" means the Superior Court of the State of California, County of Stanislaus.

1.16. "Defendant" means the named Defendant in the Action, Magic Janitorial Solutions, Inc.

1.17. "Defense Counsel" means Vladimir J. Kozina and Jenny D. Baysinger of Mayall Hurley, P.C.

1.18. "Effective Date" means the date on which the Court's order approving the Settlement

1 Agreement and its entry of judgment become Final. "Final" will mean the latest of: (i)
2 if no timely objections are filed or if all objections are withdrawn, the date upon which
3 the Court enters an order and judgment granting final approval of the Settlement
4 Agreement; (ii) if an objection is filed and not withdrawn, the seventh calendar day
5 following the deadline for filing a notice of appeal from the order and judgment
6 granting final approval of the Settlement Agreement provided no notice of appeal has
7 been filed; or (iii) if any timely appeals are filed, the seventh calendar day following
8 the date of the resolution or withdrawal of any such appeal in a way that does not alter
9 the terms of the settlement and there is no right to pursue further remedies or relief.

10 1.19. "Final Approval Order" means the Court's Order Granting Final Approval of the
11 Settlement.

12 1.20. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final Approval
13 of the Settlement.

14 1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final
15 Approval of the Settlement.

16 1.22. "Gross Settlement Amount" means \$180,000.00, the total amount Defendant agrees to
17 pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross
18 Settlement Amount will pay the Individual Class Payments, Individual PAGA
19 Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
20 Expenses Payment, Class Representative Enhancement Award, and Administration
21 Expenses Payment.

22 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of
23 the Net Settlement Amount, calculated according to the number of Workweeks he or
24 she worked during the Class Period.

25 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35%
26 of the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code")
27 section 2699(m) and calculated according to the number of PAGA Pay Periods he or
28

she worked during the PAGA Period.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive funds under Labor Code section 2699(a).

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.29. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from August 13, 2024, through the earlier of the date the Court grants Final Approval of the Settlement or June 27, 2026.

1.32. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. “PAGA Notice” means Plaintiff’s August 10, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a), assigned LWDA Case No. LWDA-CM-1117780-25.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.

1.35. “Participating Class Member” means a Class Member who does not submit a valid

and timely Request for Exclusion.

1.36. “Plaintiff” means the named Plaintiff in the Action, Maria Jimenez.

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

1.38. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.40. “Released Parties” means Defendant and all of its past, present, and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors, and assigns; and all of their past, present, and future shareholders, officers, directors, employees, agents, insurers, advisors, accountants, representatives, trustees, heirs, executors, administrators, and successors and assigns.

1.41. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.42. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator will have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.43. “Workweek” means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.0. On August 10, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On August 13, 2025, Plaintiff filed a Class Action Complaint against Defendant,

which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.2. On October 15, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA.

2.3. On April 23, 2026, the Parties participated in private mediation with experienced wage-and-hour class and representative action mediator Doug Leach, Esq., via Zoom video conference. A settlement in principle was reached.

2.4. Before mediation, Plaintiff obtained through informal discovery payroll and time records for the Class, handwritten timesheets, Defendant's employment guidelines and policies in effect during the Class Period, and other Class Member data and documents.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$180,000.00 as the Gross Settlement Amount, and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments will be paid separately by Defendant. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadlines stated in Paragraph 4.0 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.

3.1. 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 Order:

3.1.1. To Plaintiff: A Class Representative Enhancement Award to the Class Representative of not more than \$10,000.00, in addition to the Individual

1 Class Payment and Individual PAGA Payment the Class Representative is
2 entitled to receive as a Participating Class Member and Aggrieved Employee.
3 Defendant will not oppose Plaintiff's request for a Class Representative
4 Enhancement Award that does not exceed this amount. Plaintiff and/or Class
5 Counsel will file a Motion supporting the Class Representative Enhancement
6 Award no later than sixteen (16) court days before the Final Approval
7 Hearing. If the Court approves a Class Representative Enhancement Award
8 that is less than the amount requested, the Administrator will retain the
9 remainder in the Net Settlement Amount. The Class Representative
10 Enhancement Award will not be a material term of the Settlement Agreement,
11 and if the Court approves an award of less than the requested amount, such a
12 change will not give rise to a basis to abrogate the Settlement Agreement. The
13 Administrator will pay the Class Representative Enhancement Award using
14 IRS Form 1099. Plaintiff will be solely and legally responsible for paying any
15 applicable taxes on this payment and will hold Defendant harmless from any
16 claim or liability for taxes, penalties, or interest arising as a result of the
17 payment. Defendant makes no representations as to the tax treatment or legal
18 effect of the payment called for herein, and Plaintiff is not relying on any
19 statement or representation by Defendant or its counsel in this regard.

20 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of
21 the Gross Settlement Amount, and a Class Counsel Expenses Payment for
22 reasonable litigation expenses incurred, not to exceed \$20,000.00. Defendant
23 will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel
24 Expenses Payments that do not exceed these amounts. Plaintiff and/or Class
25 Counsel will file a Motion supporting the Class Counsel Fees and Class
26 Counsel Expenses Payments no later than sixteen (16) court days before the
27 Final Approval Hearing. If the Court approves Class Counsel Fees and/or
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1 Class Counsel Expenses Payments that are less than the amounts requested,
2 the Administrator will allocate the remainder to the Net Settlement Amount.
3 The Parties agree that the Court's approval of any request for attorneys' fees
4 or litigation costs is not a condition of the Settlement Agreement, and an
5 award of less than the amounts requested would not give rise to a basis to
6 abrogate the Settlement Agreement. Released Parties will have no liability to
7 Class Counsel or any other Plaintiff's Counsel arising from any claim to any
8 portion of any Class Counsel Fees and/or Class Counsel Expenses Payments.
9 The Administrator will pay the Class Counsel Fees and Class Counsel
10 Expenses Payments using one or more IRS 1099 Forms. Class Counsel
11 assumes full responsibility and liability for taxes owed on the Class Counsel
12 Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant
13 harmless, and indemnifies Defendant, from any dispute or controversy
14 regarding any division or sharing of any of these Payments.

15 3.1.3. To the Administrator: An Administration Expenses Payment in an amount not
16 to exceed \$5,890.00, and to be approved by the Court, except for a showing of
17 good cause. Plaintiff and/or Class Counsel will file a Motion supporting the
18 Administration Expenses Payment no later than sixteen (16) court days before
19 the Final Approval Hearing. If the Court approves an Administration Expenses
20 Payment that is less than the amount requested, or if the Administration
21 Expenses Payment is less than the amount allocated under this Agreement, the
22 Administrator will allocate the remainder to the Net Settlement Amount.

23 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
24 each Individual Class Payment by (a) dividing the Net Settlement
25 Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period and (b)
27 multiplying the result by each Participating Class Member's
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Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the 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 employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$3,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees

1 assume full responsibility and liability for any taxes owed on their
2 Individual PAGA Payment. One hundred percent (100%) of each
3 Individual PAGA Payment will be allocated as penalties. If the Court
4 approves PAGA Penalties less than the amount requested, the
5 Administrator will allocate the remainder to the Net Settlement
6 Amount. The Administrator will report the Individual PAGA
7 Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all
10 employer payroll taxes owed on the Wage Portions of the Individual Class Payments
11 will be funded in three installments. The first installment of \$120,000.00 will be paid
12 no later than fourteen (14) calendar days after the Effective Date. The second
13 installment of \$30,000.00 will be paid no later than sixty (60) calendar days after the
14 first installment. The third installment of \$30,000.00 will be paid no later than sixty
15 (60) calendar days after the second installment. Defendant will fund the employer's
16 share of payroll taxes with the final installment.

17 4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar
18 days after Defendant funds the entire Gross Settlement Amount, the Administrator
19 will mail checks for the Individual Class Payments, Individual PAGA Payments,
20 LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses
21 Payment, Class Representative Enhancement Award, and Administration Expenses
22 Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses
23 Payment, and Class Representative Enhancement Award will not precede
24 disbursement of the Individual Class Payments and Individual PAGA Payments.

25 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First
27 Class U.S. Mail with postage prepaid. Before mailing any checks, the
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1 Administrator must update the recipient's mailing addresses using the
2 National Change of Address Database. The face of each check will
3 prominently state the date the check will be voided. Each check will be voided
4 180 days after the date of mailing ("void date"). The Administrator will cancel
5 all checks not cashed by the void date. The Administrator will send checks for
6 Individual Class Payments to all Participating Class Members, including those
7 for whom a Class Notice was returned undelivered. The Administrator will
8 send checks for Individual PAGA Payments to all Aggrieved Employees,
9 including Non-Participating Class Members who qualify as Aggrieved
10 Employees and those for whom a Class Notice was returned undelivered. The
11 Administrator may send Participating Class Members a single check
12 combining the Individual Class Payment and Individual PAGA Payment.

13 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
14 Administrator must re-mail checks to the USPS forwarding address provided
15 or to an address ascertained through the Class Member Address Search for
16 Class Members whose checks are returned undelivered without a USPS
17 forwarding address. Thereafter, the Administrator need not take further steps
18 to deliver checks to Class Members whose re-mailed checks are returned as
19 undelivered. However, the Administrator will promptly send a replacement
20 check to any Class Member whose original check was lost or misplaced and
21 who requests the replacement before the void date.

22 4.1.3. For any Class Member whose Individual Class Payment check or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, or for any
24 Class Member whose envelope is returned and no forwarding address can be
25 located after reasonable efforts have been made, the Administrator will
26 transmit the funds represented by such checks to the *Cy Pres Beneficiary* as
27 identified in Paragraph 4.1.5.
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4.1.4. The payment of Individual Class Payments and Individual PAGA Payments will not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

4.1.5. *Cy Pres* Beneficiary. Funds from checks remaining uncashed beyond the void date shall be distributed to Court Appointed Special Advocates for Stanislaus County, a non-profit child advocacy program that is an appropriate *cy pres* beneficiary pursuant to Code of Civil Procedure § 384.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or will in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that

1 Plaintiff has not transferred any interest in any claims to any spouse or to any other
2 third party. Plaintiff likewise waives all rights and benefits afforded by California
3 Civil Code section 1542. Section 1542 provides:

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5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
8 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
10 **DEBTOR OR RELEASED PARTY.**

11 5.0.1. The Parties understand the word “claim(s)” to include all actions, complaints,
12 claims, and grievances, whether actual or potential, known or unknown, and
13 specifically but not exclusively, all claims based in any way on, or otherwise
14 related to or arising out of Plaintiff’s employment with Defendant, including,
15 but not limited to, any and all claims under the California Fair Employment
16 and Housing Act; the California Family Rights Act; the California Unruh Civil
17 Rights Act; the Age Discrimination in Employment Act, Title VII of the Civil
18 Rights Act of 1964, as amended, 42 USC §§ 2000(e) *et seq.*; the Civil Rights
19 Act of 1866, as amended, 42 USC §§ 1981 *et seq.*, the Equal Pay Act, as
20 amended, 29 USC §206(d); the Fair Labor Standards Act of 1938, as
21 amended, 29 USC §§ 201 *et seq.*; the Code of Federal Regulations, the Orders
22 of the California Industrial Welfare Commission regulating wages, hours and
23 working conditions; the California Labor Code (including any claim for
24 penalties under the California Labor Code Private Attorneys General Act);
25 Article I of the California Constitution; the Rehabilitation Act of 1973, as
26 amended, 29 USC §§ 701 *et seq.*; the Americans with Disabilities Act of 1990,
27 42 USC §§ 12100 *et seq.*; the Family and Medical Leave Act of 1993, 29 USC
28 §§ 2601, *et seq.* and any state law equivalent; the Employee Retirement
Income Security Act of 1974, 29 USC §§ 1001 *et seq.* to the extent permitted
by law; the National Labor Relations Act, as amended, 29 USC §§ 151 *et seq.*;

1 California Business and Professions Code §§ 17200, *et seq.*; other statutory
2 and common law claims; statutory or common law rights to attorneys' fees
3 and costs, penalties/fines, and/or punitive damages; any action based on
4 contract, quasi-contract, quantum meruit, implied contract, tort, wrongful or
5 constructive discharge, breach of the covenant of good faith and fair dealing,
6 defamation, libel, slander, immigration issues, infliction of emotional distress,
7 negligence, assault, battery, conspiracy, harassment, discrimination, retaliation
8 on any basis prohibited by statute or public policy, conversion, any
9 interference with business opportunity or with contract or based upon any
10 other theory; or any other federal, state, or local statute, rule, ordinance,
11 regulation, order, or common law under which Plaintiff has made a claim or
12 could make a claim against Defendant (collectively, "Plaintiff's Released
13 Claims"). Plaintiff's Released Claims will not waive: (i) claims for
14 unemployment or workers' compensation benefits; (ii) any vested rights
15 Plaintiff has under ERISA-covered benefit plans as applicable on the date
16 Plaintiff signs this Agreement, and/or claims concerning such rights; (iii)
17 claims that may arise after Plaintiff signs this Agreement; or (iv) claims which
18 cannot be released by private agreement.

19 5.1. Release by Participating Class Members: Effective on the date Defendant fully funds
20 the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
21 Portions of the Individual Class Payments, all Participating Class Members fully and
22 finally release and discharge the Released Parties from any and all claims, debts,
23 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's
24 fees, damages, and causes of action that were alleged or that reasonably could have
25 been alleged based on the facts alleged in the First Amended Class and Representative
26 Action Complaint, under federal, state, and/or local law. This release includes,
27 without limitation, release of all claims alleged in the First Amended Class and
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Representative Action Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, and any violations of Business and Professions Code sections 17200, *et seq.*, including all claims for violations of Labor Code §§ 201-203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 2802, and the applicable IWC Wage Orders (collectively, the “Released Class Claims”).

5.1.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.2. Release by Aggrieved Employees: All Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements, including all claims for penalties for alleged violations of Labor Code §§ 201-203, 204, 226, 226.7, 512, 1174, 1174.5, 1194, 1194.2, 1197, 2802, 2699, 2699.3 and the applicable IWC Wage Orders (collectively, the “Released PAGA Claims”).

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who

are eligible to receive an Individual PAGA Payment will be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties jointly select APEX Class Action Administration (“APEX”) to serve as the Administrator and will verify that, as a condition of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of

the Class Data, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice will prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator will update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator will conduct a Class Member 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 the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is

1 contacted by or otherwise discovers any persons who believe they should have
2 been included in the Class Data and should have received Class Notice, the
3 Parties will expeditiously meet and confer in person or by telephone, and in
4 good faith, to agree on whether to include them as Class Members. If the
5 Parties agree, such person(s) will be Class Members entitled to the same rights
6 as other Class Members, and the Administrator will send, via email or
7 overnight delivery, a Class Notice requiring them to exercise options under
8 this Agreement no later than fourteen (14) calendar days after receipt of the
9 Class Notice, or the deadline in the Class Notice, whichever is later.

10 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review Requests for Exclusion on a rolling basis to ascertain their validity
12 and timeliness. No later than five (5) days after the expiration of the deadline for
13 submitting Requests for Exclusion, the Administrator will email a list to Class
14 Counsel and Defense Counsel containing the names and other identifying information
15 of Class Members who have submitted Requests for Exclusion, regardless of whether
16 the requests are valid and timely ("Exclusion List"); and copies of all Requests for
17 Exclusion submitted, regardless of whether the requests are valid and timely.

18 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
19 to Class Counsel and Defense Counsel that tally the number of Class Notices mailed
20 or re-mailed, Class Notices returned undelivered, Requests for Exclusion received
21 (whether valid or invalid), Objections received, Challenges to Workweeks and/or
22 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
23 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports
24 must attach copies of all Requests for Exclusion and Objections received.

25 6.7. Administrator's Declaration. No later than seven (7) business days after the Response
26 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
27 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
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1 with all of its obligations under this Agreement, including, but not limited to, its
2 mailing of the Class Notice, (ii) the total number of Class Notices returned as
3 undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to
4 locate Class Members, (v) the total number of Requests for Exclusion received (valid
5 or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the
6 total number of Participating Class Members and Workweeks, (viii) the total number
7 of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and
8 highest Individual Class Payment and Individual PAGA Payment. The Administrator
9 will supplement its declaration as needed or requested by the Parties and/or the Court.
10 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days
12 after the Administrator disburses all funds in the Gross Settlement Amount, the
13 Administrator will provide Class Counsel and Defense Counsel with (i) a final report
14 detailing its disbursements by employee identification number only of all payments
15 made under this Agreement, and (ii) a signed declaration suitable for filing in Court
16 attesting to its disbursement of all payments required under this Agreement. Class
17 Counsel is responsible for filing the Administrator's declaration in Court.

18 6.9. Employer Identification Number. The Administrator will have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings
20 and providing reports to state and federal tax authorities.

21 6.10. Qualified Settlement Fund. The Administrator will establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation section 468B-1.

24 6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish,
25 maintain, and use an internet website to post information of interest to Class
26 Members, including the date, time, and location of the Final Approval Hearing and
27 copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary
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1 Approval, Class Notice, Motion for Final Approval, and Final Approval and
2 Judgment. The Administrator will also maintain and monitor an email address and
3 toll-free telephone number to receive Class Member calls, faxes, and emails.

4 6.12. Class Members' Options.

5 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member will have forty-five
6 (45) calendar days after the Administrator mails the Class Notice (plus an
7 additional fourteen (14) calendar days for Class Members whose Class Notice
8 is re-mailed) to exclude themselves from the Settlement. A Class Member
9 may exclude himself or herself from the Settlement by mailing a Request for
10 Exclusion to the Administrator. The Request for Exclusion must be valid and
11 timely. To be valid, the Request for Exclusion must (1) include the Class
12 Member's full name, address, telephone number, and signature, and a written
13 statement requesting to be excluded from the Settlement; (2) state the case
14 name and number of the Action; and (3) be mailed to the specified physical
15 address of the Administrator. To be timely, the Request for Exclusion must be
16 postmarked no later than the Response Deadline. The postmark date will be
17 the exclusive means of determining whether a Request for Exclusion has been
18 timely submitted. A Class Member who does not submit a valid and timely
19 Request for Exclusion will be deemed a Participating Class Member and will
20 be bound by all terms of the Settlement if it is granted Final Approval. If a
21 Class Member's Request for Exclusion is timely but invalid, according to the
22 requirements listed herein, that Class Member will be allowed to cure the
23 defect(s). The Administrator will mail the Class Member a cure letter within
24 three (3) business days of receiving the defective submission to advise the
25 Class Member that his or her submission is defective and that the defect must
26 be cured to render the Request for Exclusion valid. The Class Member will
27 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
28 days from the date of the cure letter, whichever date is later, to postmark the

1 revised Request for Exclusion. The Administrator, Class Counsel, and Defense
2 Counsel may attempt to resolve any Class Member disputes on the validity or
3 timeliness of a Request for Exclusion. However, the Court has the final
4 authority to make decisions consistent with the terms of this Agreement on the
5 validity or timeliness of a Request for Exclusion. The Court's decision will be
6 final and not appealable or otherwise susceptible to challenge.

7 6.12.1.1. Every Class Member who does not submit a timely and valid
8 Request for Exclusion is deemed to be a Participating Class Member
9 under this Agreement, entitled to all benefits and bound by all terms
10 and conditions of the Settlement, including the Participating Class
11 Members' Release under Paragraph 5.1 of this Agreement, regardless
12 of whether the Participating Class Member actually receives the Class
13 Notice or objects to the Settlement.

14 6.12.1.2. Every Class Member who submits a valid and timely Request
15 for Exclusion is a Non-Participating Class Member and will not
16 receive an Individual Class Payment or have the right to object to the
17 class action components of the Settlement. Non-Participating Class
18 Members who are Aggrieved Employees are deemed to release the
19 claims identified in Paragraph 5.2 of this Agreement and are eligible
20 for an Individual PAGA Payment.
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1 6.12.2. Challenges to Calculation of Workweeks. Each Class Member will have forty-
2 five (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice
4 is re-mailed) to challenge the number of Workweeks and/or PAGA Pay
5 Periods allocated to the Class Member and/or Aggrieved Employee in the
6 Class Notice. A Class Member and/or Aggrieved Employee may challenge the
7 allocation by sending a Challenge to Calculation of Workweeks and/or Pay
8 Periods to the Administrator. The Challenge must be timely. To be timely, the
9 Challenge must be postmarked no later than the Response Deadline. The
10 postmark date will be the exclusive means of determining whether a Challenge
11 has been timely submitted. The Administrator must encourage the challenging
12 Class Member to submit supporting documentation. In the absence of any
13 contrary documentation, the Administrator is entitled to presume that the
14 Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator will promptly provide
16 copies of all Challenges to Defense Counsel and Class Counsel. The
17 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
18 Class Member challenges over the calculation of Workweeks and/or Pay
19 Periods. However, the Court has the final authority to make decisions
20 consistent with the terms of this Agreement on all such Challenges. The
21 Court's decision will be final and not appealable or otherwise susceptible to
22 challenge.

23 6.12.3. Objections to Settlement. Each Participating Class Member will have forty-
24 five (45) calendar days after the Administrator mails the Class Notice (plus an
25 additional fourteen (14) calendar days for Class Members whose Class Notice
26 is re-mailed) to object, in writing, to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the
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Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Class Representative Enhancement Award. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision will be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE.

7.0. It is estimated that Class Members worked 5,518 Workweeks during the Class Period. If the actual number of Workweeks during the Class Period exceeds 5,518 by more than 10% (i.e., exceeds 6,070), Defendant will have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling

back the Class and PAGA Periods to the date on which 6,070 Workweeks is met. If this Escalator Clause is triggered, Defendant will inform Plaintiff's counsel and the Settlement Administrator in writing which option it is exercising within two weeks of being informed by the Settlement Administrator that this Escalator Clause has been triggered. If Defendant elects to limit the Class Period to a time at which the number of Workweeks reaches 6,070, Defendant will provide written notice of the modified end date of the Class Period.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. Defendant will retain the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within 15 business days after expiration of the opt-out period, if ten percent (10%) or more of the Class Members opt out of this Agreement. The Parties will do nothing to encourage or solicit Class Members to opt out or object to this Agreement. If Defendant exercises the right to nullify the Settlement Agreement, then Defendant will pay the cost of settlement administration up to the date this Agreement is nullified.

9. PRELIMINARY AND FINAL APPROVAL.

9.0. Motion for Preliminary Approval. Plaintiff will file a motion seeking preliminary approval of this Settlement Agreement. Plaintiff will provide Defendant's counsel with a copy of the Motion for Preliminary Approval of the Settlement and all supporting documents no later than three business days before Plaintiff files her Motion for Preliminary Approval for review, approval, and if necessary, revision.

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff will provide Defendant's counsel with a copy of the Motion for Final Approval of the Settlement and all supporting documents no later than three business

1 days before Plaintiff files her Motion for Final Approval for review, approval, and if
2 necessary, revision.

3 9.2. Response to Objections. Each Party retains the right to respond to any Objection
4 raised by a Participating Class Member, including the right to file responsive
5 documents in Court no later than five (5) court days before the Final Approval
6 Hearing, or as otherwise ordered or accepted by the Court.

7 9.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement, including, but not limited to, the
9 scope of release to be granted by Class Members, the Parties will expeditiously work
10 together in good faith to address the Court's concerns by revising the Agreement as
11 necessary to obtain Final Approval. The Court's decision to award less than the
12 amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses
13 Payment, Class Representative Enhancement Award, and/or Administration Expenses
14 Payment will not constitute a material modification to the Agreement within the
15 meaning of this Paragraph.

16 9.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
17 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
18 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
19 settlement administration matters, and (iii) addressing such post-Judgment matters as
20 are permitted by law, pursuant to CCP section 664.6 and California Rules of Court
21 rule 3.769(h).

22 9.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees and Class
24 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
25 counsel, and all Participating Class Members waive all rights to appeal from the
26 Judgment, including all rights to post-judgment and appellate proceedings, the right to
27 file motions to vacate judgment, motions for new trial, extraordinary writs, and
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appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel will not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.7. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration will be split equally between the Plaintiff, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

10.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties stipulate to provisional class certification for purposes of settlement only. Absent final approval of the Settlement Agreement, the Parties will not stipulate to class certification, and no Party will be estopped as a result of any motion for settlement approval. If final approval of the Settlement Agreement is not granted, Defendant reserves all rights to oppose class certification, and the Parties will revert to the positions they held before this Agreement. The Parties stipulate to the payment set forth in this Agreement for purposes of settlement only. If there is no judicial approval for the entirety of the Settlement Agreement, then this Agreement will be null and void, and no Party will be estopped as a result of any motion for settlement approval.

1 11.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel will issue
2 any press release or announcement of any kind related in any way to the Settlement.
3 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
4 Settlement, whether oral, written, or electronic (including the World Wide Web), to
5 say the Class Action has been resolved and that Plaintiff and Class Counsel are
6 satisfied with the Settlement terms. Nothing in this Section is intended to interfere
7 with Class Counsel's duties and obligations to faithfully discharge their duties as
8 Class Counsel, including but not limited to: (1) as required by law; (2) as required
9 under the terms of the Settlement; and/or (3) as required under counsel's duties and
10 responsibilities as Class Counsel. This Settlement will not be advertised or mentioned
11 on any source, including Plaintiff's Counsel's personal or firm website.

12 11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Agreement after arm's-length negotiations and in the context of
15 adversarial litigation, taking into account all relevant factors, present and potential.
16 The Parties further acknowledge that they are each represented by competent counsel
17 and that they have had an opportunity to consult with their counsel regarding the
18 fairness and reasonableness of this Settlement.

19 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement,
21 or appeal from the Judgment. Nothing in this Paragraph will be construed to restrict
22 Class Counsel's ability to communicate with Class Members in accordance with Class
23 Counsel's ethical obligations owed to Class Members.

24 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement, together with its attached Exhibit, will constitute the entire agreement
26 between the Parties relating to the Settlement, superseding any and all oral
27 representations, warranties, covenants, or inducements made to or by any Party.
28

- 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.
- 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.
- 11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.11. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

11.14. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

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

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

11.17. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff will destroy all paper and electronic versions of Class Data received from Defendant

1 unless, prior to the Court's discharge of the Administrator's obligation, Defendant
2 makes a written request to Class Counsel for the return, rather than the destruction, of
3 Class Data.

4 11.19. Headings. The descriptive heading of any section or Paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this
6 Agreement.

7 11.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement will
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls
9 on a weekend or federal legal holiday, such date or deadline will be on the first
10 business day thereafter.

11 11.21. Execution in Counterparts. This Agreement may be executed in one or more
12 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes
13 of this Agreement will be accepted as an original. All executed counterparts and each
14 of them will be deemed to be one and the same instrument if counsel for the Parties
15 will exchange between themselves signed counterparts. Any executed counterpart will
16 be admissible in evidence to prove the existence and contents of this Agreement.

17 11.22. Binding Agreement. The Parties warrant that they understand and have full authority
18 to enter into this Settlement, intend that this Agreement will be fully enforceable and
19 binding on all Parties, and agree that it will be admissible and subject to disclosure in
20 any proceeding to enforce its terms, notwithstanding any mediation confidentiality
21 provisions that otherwise might apply under federal or state law. Plaintiff, and not her
22 representative(s), must personally execute this Agreement. An authorized officer of
23 Defendant must execute this Agreement on behalf of Defendant. This Agreement will
24 become binding and enforceable pursuant to CCP section 664.6.

25 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation will be stayed, except to effectuate the terms of this Agreement. The Parties
27 further agree that upon the signing of this Agreement that pursuant to CCP section
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583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 6/23/2026

Signed by:
Maria Jimenez
8035BEEDFEC2404...

Plaintiff, Maria Jimenez

Plaintiff's Counsel:

Dated: 6/24/2026

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Hyunjin Kim
Micaela L. de Guzman

Attorneys for Plaintiff, Maria Jimenez

Defendant:

Dated: _____, 2026

MAGIC JANITORIAL SOLUTIONS, INC.

By: _____
Print Name

Signature

Title

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Maria Jimenez

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Hyunjin Kim
Micaela L. de Guzman

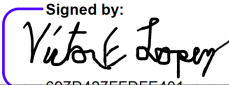
Attorneys for Plaintiff, Maria Jimenez

Defendant:

Dated: 6/15/2026 , 2026

MAGIC JANITORIAL SOLUTIONS, INC.

By: **Victor Lopez** _____
Print Name

Signed by:

697D427FFDFE401...
Signature

CEO

Title

Defendant's Counsel:

Dated: 6/11/2026 , 2026

DocuSigned by:
Vladimir J. Kozina

By:

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Vladimir J. Kozina
Jenny D. Baysinger

Attorneys for Defendant, Magic Janitorial
Solutions, Inc.