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7 Attorneys for Defendants
SSP AMERICA, INC.; SSP AMERICA FAT, LLC; SSP
8 AMERICA OAK, LLC; SSP AMERICA ONT, LLC;
SSP AMERICA SAN T1, LLC; SSP AMERICA SAN,
9 LLC; SSP AMERICA SFO, LLC; SSP AMERICA SJC,
LLC; SSP AMERICA SMF, LLC; and SSP AMERICA
10 STS, LLC
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SACRAMENTO
14

15 JEROME ADAMS, individually and on behalf of
all others similarly situated,

16 Plaintiff,
17

18 v.

19 SSP AMERICA, INC.; SSP AMERICA FAT,
LLC; SSP AMERICA OAK, LLC; SSP
AMERICA ONT, LLC; SSP AMERICA SAN T1,
20 LLC; SSP AMERICA SAN, LLC; SSP
AMERICA SFO, LLC; SSP AMERICA SJC,
21 LLC; SSP AMERICA SMF, LLC; SSP
AMERICA STS, LLC; and DOES 1 through 20,
22 inclusive,

23 Defendants.
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Case No. 34-2023-00336801

ASSIGNED FOR ALL PURPOSES TO
JUDGE JILL TALLEY, DEPT 23

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

Date:
Time:
Dept: 27

Trial Date: None Set
Complaint Filed: March 23, 2023

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Case No. 34-2023-00336801, commenced on March 13, 2019, in the Superior Court of the State of California for the County of Sacramento.

c. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

d. "Class" means all non-exempt employees employed by SSP America, Inc.; SSP America FAT, LLC; SSP America OAK, LLC; SSP America ONT, LLC; SSP America SAN, LLC; SSP America SFO, LLC; SSP America SJC, LLC; SSP America SMF, LLC; and SSP America STS, LLC at any time during the Class Period.

e. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
kconnolly@aegislawfirm.com

f. "Class List" means a list based on Defendants' business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, the number of Qualifying Pay Periods worked during the Class Period, and the number of pay periods worked during the PAGA Period.

g. "Class Member(s)" means all members of the Class.

h. "Class Period" means July 11, 2022, through the date of preliminary approval of the settlement.

i. "Court" means the California Superior Court for the County of Sacramento, where the Action is currently pending.

j. "Cy Pres Recipient" means the charitable organization, Meals on Wheels California, Inc.

k. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no

1 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
2 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days
3 after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

4 l. "Defendants" means SSP America, Inc; SSP America FAT, LLC; SSP America OAK,
5 LLC; SSP America ONT, LLC; SSP America SAN, LLC; SSP America SFO, LLC; SSP America
6 SJC, LLC; SSP America SMF, LLC; and SSP America STS, LLC.

7 m. "Defense Counsel" means counsel for Defendants:

8 B. Allison Borkenheim
9 aborkenheim@littler.com
Christina H. Hayes
10 chayas@littler.com
Charles Urefia
11 curena@littler.com
LITTLER MENDELSON, P.C.
12 501 W. Broadway, Suite 900
San Diego, CA 92101.3577
13 Telephone: 619.232.0441
Facsimile: 619.232.4302
14

15 n. "Disposition" means the method by which the Court approves the terms of the
16 Settlement and retains jurisdiction over its enforcement, implementation, construction, administration,
17 and interpretation.

18 o. "Final Fairness and Approval Hearing" means the hearing held before the Court in
19 order to (1) review this Agreement and determine whether the Court should give it final approval and
20 (2) consider any objections made and all responses by the Parties to such objections.

21 p. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
22 formal court order signed by the Court following the Final Fairness and Approval Hearing in
23 accordance with the terms herein, approving this Agreement.

24 q. "Gross Settlement Amount" means Five Hundred Sixty-Eight Thousand Dollars and
25 No Cents (\$568,000.00) to be paid by Defendants as provided by this Agreement to settle this Action.
26 All payments to the Class, administration costs, attorney's fees and costs, Enhancement Award and
27 PAGA Settlement Amount, pursuant to Section 3.08(a) below, shall be paid out of the Gross
28 Settlement Amount. The employer's share of payroll taxes arising from the payments made under this

1 settlement shall be paid by Defendants separate from and in addition to the Gross Settlement Amount.
2 The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.06(d) below. No
3 part of the Gross Settlement Amount shall revert to Defendants.

4 r. "Enhancement Award" means a monetary amount of up to Seven Thousand Five
5 Hundred Dollars (\$7,500.00) for the Named Plaintiff, subject to Court approval, in recognition of his
6 effort and work in prosecuting the Action on behalf of Class Members and for his general release of
7 claims.

8 s. "Individual Settlement Payment(s)" means each Participating Class Member's
9 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
10 by the calculations provided in this Agreement.

11 t. "Individual PAGA Payment(s)" means each PAGA Group Member's respective share
12 of the PAGA Settlement Amount. Individual PAGA Payments will be determined by the calculations
13 provided in this Agreement.

14 u. "LWDA" means The State of California Labor and Workforce Development Agency.

15 v. "LWDA Payment" means 75% of the \$30,000 allocated to the settlement of PAGA
16 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of this
17 Agreement, as provided for below.

18 w. "Motion for Final Approval" means Named Plaintiff's submission of a written motion,
19 including any evidence as may be required for the Court to conduct an inquiry into the fairness of the
20 Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to
21 enter a Final Order in this Action.

22 x. "Motion for Preliminary Approval" means Named Plaintiff's submission of a written
23 motion, including any evidence as may be required for the Court to grant preliminary approval of the
24 Settlement as required by Rule 3.769 of the California Rules of Court.

25 y. "Named Plaintiff" means Jerome Adams.

26 z. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
27 administration costs, Class Counsels' attorney's fees and costs, Enhancement Award, and PAGA
28 Settlement Amount, pursuant to Section 3.08(a)-(f) below.

1 aa. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
2 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to
3 Section 3.04(b) below.

4 bb. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
5 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

6 cc. “PAGA” means the California Private Attorneys General Act of 2004, which is
7 codified in California Labor Code §§ 2698 *et seq.*

8 dd. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
9 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
10 agreed that the PAGA Settlement Amount is Thirty Thousand Dollars and No Cents (\$30,000.00),
11 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
12 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA
13 Group Members.

14 ee. “PAGA Group Members” means all Class Members that worked for Defendants at any
15 time during the PAGA Period.

16 ff. “PAGA Period” means July 11, 2022, through the date of preliminary approval of the
17 settlement.

18 gg. “Participating Settlement Class Member(s)” is defined as a Class Member who does
19 not timely exclude himself or herself from the Settlement and will therefore receive his or her share
20 of the Net Settlement Amount automatically without the need to return a claim form. Each
21 Participating Settlement Class Member will be paid his/her Individual Settlement Payment.

22 hh. “Preliminary Approval Date” means the date the Court preliminarily approves the
23 Settlement embodied in this Agreement.

24 ii. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
25 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator
26 for the benefit of Participating Settlement Class Members.

27 jj. “Qualifying Pay Periods” means the number of pay periods in which a Participating
28 Settlement Class Member and/or a PAGA Group Member actively worked as a non-exempt employee

for at least one day of the pay period (*i.e.*, was not on vacation or a leave of absence) as a Class member and/or PAGA Group Member during the respective time period (*i.e.*, the Class Period or the PAGA Period), according to Defendants' records.

kk. "Released Claims" means any and all claims alleged in Named Plaintiff's First Amended Complaint filed in Superior Court on May 31, 2023, and Named Plaintiff's LWDA Letter submitted on March 23, 2023, as well as any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, whether known or unknown, for damages, penalties, liquidated damages, punitive damages, interest, attorney's fees, litigation costs, restitution, or equitable relief alleged, in whole or in part, based on the facts alleged in the First Amended Complaint arising during the Class Period on behalf of Class Members, including without limitation: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest breaks; (v) failure to reimburse business expenses; (vi) failure to provide accurate itemized wage statements; (vii) failure to pay all wages due upon separation of employment; (viii) unfair competition under California Business and Professions Code § 17200 *et seq.*; and (ix) violations of and civil penalties set forth in California Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*; (x) violations of the PAGA; (xi) violations of IWC Wage Orders; (xii) as it relates to the underlying California Labor Code claims referenced above, interest, attorneys' fees and costs, for the duration of the Class Period. "Released Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Released Claims" do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

ll. "Released Parties" means Defendants and their past, present, and future parents, subsidiaries, divisions, and affiliates and their respective past, present, and future officers, directors, employees, partners, joint venturers, brand ambassadors, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives, attorneys and all of their successors (including persons or

1 entities who may acquire them in the future), assigns, representatives, heirs, executors, and
2 administrators and all other persons acting by, through, under or in concert with them that could be
3 liable.

4 mm. "Response Deadline" means the deadline by which Class Members must postmark or
5 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
6 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
7 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
8 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
9 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
10 mailing.

11 nn. "Settlement Administration Costs" means all costs incurred by the Settlement
12 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
13 the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment
14 checks and related tax reporting forms, administration of unclaimed checks, and generation of checks
15 to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Enhancement Award, and to
16 the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

17 oo. "Settlement Administrator" means Phoenix Class Action Administration Solutions
18 which the Parties have agreed will be responsible for the administration of the Individual Settlement
19 Payments to be made by Defendants from the Gross Settlement Amount and related matters under this
20 Agreement.

21 **ARTICLE II**

22 **BACKGROUND AND NATURE OF THE AGREEMENT**

23 **Section 2.01: Background**

24 a. On March 23, 2023, Named Plaintiff filed a Complaint in the Action asserting claims
25 for (1) Failure to pay minimum wages in violation of California Labor Code §§ 1194,
26 1194.2, and 1197; (2) Failure to pay overtime wages in violation of California Labor
27 Code §§ 510, 1194, and 1198; (3) Failure to provide meal periods in violation of
28 California Labor Code §§226.7 and 512; (4) Failure to permit rest breaks in violation

1 of California Labor Code § 226.7; (5) Failure to reimburse business expenses in
2 violation of California Labor Code § 2802; (6) Failure to provide accurate itemized
3 wage statements in violation of California Labor Code § 226; (7) Failure to pay wages
4 timely during employment in violation of California Labor Code §§ 204 and 210; (8)
5 Failure to pay all wages due upon separation of employment in violation of California
6 Labor Code §§ 201-203; and (9) Violation of Business and Professions Code § 17200,
7 *et seq.* On March 13, 2019, Class Counsel submitted a letter to the California Labor
8 and Workforce Development Agency ("LWDA") on behalf of Named Plaintiff to
9 notify the LWDA pursuant to the PAGA of his intent to seek civil penalties under
10 PAGA and all other remedies available under PAGA as a result of Defendants' alleged
11 violations of the California Labor Code sections §§ 201-204, 226, 226.3, 226.7, 510,
12 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

13 b. On May 31, 2023, Named Plaintiff filed the operative First Amended Complaint
14 ("FAC") in the Action adding a PAGA claim. The FAC included claims for failure to
15 pay minimum wages; failure to pay overtime wages; failure to provide meal periods;
16 failure to provide rest breaks; failure to reimburse business expenses; failure to provide
17 accurate itemized wage statements; failure to pay all wages due upon separation of
18 employment; unfair competition; and PAGA based on alleged violations of California
19 Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197,
20 1198, 2800, 2802, 2698, *et seq.*, California Code of Civil Procedure § 1021.5, and
21 California Business and Professions Code § 17200 *et seq.*

22 c. Class Counsel conducted informal discovery in the Action and have diligently pursued
23 an investigation and litigation of the claims of Named Plaintiff and the putative Class
24 Members.

25 d. On October 25, 2023, the Parties mediated the Action with Scott Markus, reached a
26 settlement following an all-day mediation, and entered into a Memorandum of
27 Understanding ("MOU"). The Parties mediated claims asserted against Defendants
28 based on alleged violations of California Labor Code §§ 201-204, 222, 223, 225.5, 210,

226, 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1194.2, 1197, 1198, 2800, 2802, 2698, *et seq.*, California Code of Civil Procedure § 1021.5, and California Business and Professions Code § 17200 *et seq.*

- e. The Parties recognize the issues in the Action will likely only be resolved with further extensive and costly proceedings; recognize that further litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any litigation. Based on their own independent evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms of this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted by Defendants. While Defendants specifically deny all liability in the Action, they have agreed to enter into this Settlement to avoid the cost of business disruption associated with further defense of the Action.

Section 2.02: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. The Parties further agree that allowing Plaintiff to amend the pleadings to assert class claims, and certification of those claims for purposes of the Settlement, shall not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Named Plaintiff or any Class Member, other than according to the Settlement's terms, or (iii) Defendants have waived their right to enforce any arbitration agreement with any Class Member. If the Date of Finality

1 does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to
2 Defendants will be vacated and Named Plaintiff, Defendants, and the Class will be returned to their
3 positions with respect to the Action as if the Agreement had not been entered into. In the event that
4 the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification
5 of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or
6 cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement,
7 the fact that Defendants did not oppose the certification of a Class under this Agreement, or that the
8 Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any
9 person or entity, including in any manner whatsoever, including without limitation any contested
10 proceeding relating to the certification of any class. If the Date of Finality does not occur, this
11 Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be
12 referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge
13 the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

14 The Parties and their respective counsel shall take all steps that may be requested by the Court
15 relating to the approval and implementation of this Agreement and shall otherwise use their respective
16 best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the
17 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and
18 confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties
19 agree to seek the assistance of mediator, Scott Markus, to resolve the dispute.

20 ARTICLE III

21 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

22 The procedure for obtaining Court approval of and implementing this Agreement shall be as
23 follows:

24 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

25 Within a reasonable time after execution of this Agreement by the Parties, Named Plaintiff will
26 bring a motion before the Court for an order conditionally certifying the Class to include all claims
27 pleaded in the Action based on the preliminary approval of this Agreement. The date that the Court

1 grants preliminary approval of this Agreement will be the "Preliminary Approval Date." Named
2 Plaintiff will apply to the Court for the entry of an Order:

- 3 A. Conditionally certifying the Settlement Class for settlement purposes only;
- 4 B. Appointing Class Counsel;
- 5 C. Appointing Named Plaintiff as Class Representative for the Settlement Class;
- 6 D. Approving Phoenix Class Action Administration Solutions ("Phoenix") as Settlement
7 Administrator;
- 8 E. Approving costs of administration payable to the Settlement Administrator;
- 9 F. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable,
10 and adequate;
- 11 G. Approving the form and content of the Notice Packet (including the Class Notice and
12 Notice of Settlement Award) and directing and setting a schedule for mailing of same;
- 13 H. Setting a schedule for the procedures and the deadlines by which Settlement Class
14 members may assert objections to, or opt-out of, the Settlement; and
- 15 I. Scheduling a Final Approval hearing.

16 **Section 3.02: Notices to the LWDA**

17 Pursuant to California Labor Code § 2699(l), Class Counsel will provide a copy of this
18 Settlement Agreement to the LWDA concurrently with the filing of the motion for Settlement
19 Approval. Class Counsel will also file a declaration in support of the motion for Settlement Approval
20 confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code
21 section 2699(l).

22 **Section 3.03: The Settlement Administrator**

23 The Parties have chosen Phoenix. to administer this Settlement and to act as the Settlement
24 Administrator, including but not limited to distributing and responding to inquiries about the Notice
25 Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount, the
26 Individual Settlement Payments, the Individual PAGA Payments, and employer payroll taxes, issuing
27 the Individual Settlement Payment and Individual PAGA Payment checks and distributing them to
28 Participating Settlement Class Members and PAGA Group Members, establishing and maintaining

1 the QSF, and issuing the payment of attorneys' fees and costs to Class Counsel, the LWDA Payment
2 to the LWDA, the Enhancement Award check to Named Plaintiff, and the employer payroll taxes to
3 the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the
4 terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees
6 associated with preparing, issuing and mailing any and all notices to Class Members and/or
7 Participating Settlement Class Members, all costs and fees associated with computing, processing,
8 reviewing, and mailing the Individual Settlement Payments and Individual PAGA Payments, all costs
9 and fees associated with preparing any tax returns and any other filings required by any governmental
10 taxing authority or agency, all costs and fees associated with preparing any other checks, notices,
11 reports, or filings to be prepared in the course of administering disbursements from the Net Settlement
12 Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in
13 connection with the execution of its duties under this Agreement ("Settlement Administration Costs"),
14 shall be paid to the Settlement Administrator from the Gross Settlement Amount, subject to approval
15 by the Court.

16 The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable
17 and appropriate administrative, physical and technical safeguards for the Class List that it receives
18 from Defendants; (ii) not disclose the Class List to Class Counsel, Named Plaintiff, any Party or third
19 parties, including agents or subcontractors, without Defendants' consent and keep the Class List
20 confidential; (iii) not disclose or otherwise use the Class List other than to carry out its duties as set
21 forth herein; and (iv) promptly provide Defendants with notice if it becomes aware that the Class List
22 becomes subject to unauthorized access, use, or disclosure.

23 **Section 3.04: Notice to Class Members**

24 **a. Class List**

25 No later than ten (10) business days after the Preliminary Approval Date, Defendants will
26 provide the Settlement Administrator with the Class List (as defined above) in electronic format based
27 on its business records, identifying the names of the Class Members, their last known home addresses,
28 Social Security numbers or, as applicable, other taxpayer identification number, the number of

1 Qualifying Pay Periods worked during the Class Period, and the number of pay periods worked during
2 the PAGA Period.

3 **b. Initial Mailing of Notice Packets**

4 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
5 Administrator will send Class Members, by first-class mail, at their last known address, the Court
6 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
7 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
8 share of the Net Settlement Amount. Prior to the initial mailing, the Settlement Administrator will
9 check all Class Member addresses against the National Change of Address database and shall update
10 any addresses before mailing. Class Members will have sixty (60) days from the date of mailing in
11 which to postmark objections or requests for exclusion. Class Members shall not be required to submit
12 claim forms in order to receive a proportional share of the Net Settlement Amount.

13 **c. Undeliverable Notice Packets**

14 If a Notice Packet is returned, undelivered, the Settlement Administrator will skip trace or mass
15 search on LexisNexis or comparable databases based on set criteria and, if another address is
16 identified, remail the Notice Packet within five (5) days of receiving notice that the Notice Packet was
17 undeliverable. It is the intent of the parties that reasonable means be used to locate Class Members
18 and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of
19 the Settlement and delivery of the Individual Settlement Payments to all Participating Settlement Class
20 Members. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) calendar
21 days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is
22 later, in which to postmark objections or requests for exclusion.

23 **d. Forwarding Addresses**

24 If a Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-
25 mail the Notice Packet to the forwarding address within five (5) days of receiving notice of the
26 forwarding address.

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1 **e. Administrator Updates and Declaration**

2 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
3 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
4 status report provided to the Parties. No later than twenty (20) court days prior to the Final Fairness
5 and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel
6 with a declaration attesting to completion of the notice process, including any attempts to obtain valid
7 mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid
8 requests for exclusion and objections that the Settlement Administrator received.

9 **f. Settlement Payments for Undeliverable Notice Packets**

10 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
11 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
12 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
13 Member's Individual Settlement Payment during a 180-day check cashing period on behalf of the
14 Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
15 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
16 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
17 procedures set forth in Section 3.08(g) below.

18 **Section 3.05: Responses to Notice**

19 **a. Requests for Exclusion from Class**

20 In order for any Class Member to validly exclude himself or herself from the Class and this
21 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member
22 or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked
23 no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails
24 the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on
25 how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including
26 the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet,
27 and the date the signed request for exclusion was postmarked, shall be conclusively determined
28 according to the records of the Settlement Administrator. Any Class Member who timely and validly

1 requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
2 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right
3 to object, appeal, or comment thereon.

4 Any Class Member who fails to timely submit a request for exclusion shall automatically be
5 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
6 determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings
7 in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or
8 released in this Agreement will be extinguished.

9 **b. Defective Submissions**

10 If a Class Member's request for exclusion is defective as to any of the requirements listed
11 herein, that Class Member shall be given an opportunity to cure the defect(s). The Settlement
12 Administrator shall mail the Class Member a cure letter within three (3) business days of receiving the
13 defective submission to advise the Class Member that his or her submission is defective and that the
14 defect must be cured to render the request for exclusion valid. The Class Member shall have until
15 (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date
16 is later, to postmark a revised request for exclusion. If the revised request for exclusion is not
17 postmarked within that period, it shall be deemed untimely. Class Members shall be limited to one
18 cure letter advising them of the defect. A Class Member who submits an invalid or untimely request
19 to be excluded will remain a Class Member, will receive their Individual Settlement Payment and
20 Individual PAGA Payment, and be bound by the releases and judgment entered. The invalid and
21 untimely request for exclusion shall be deemed null and void.

22 **c. Objections to Settlement**

23 For any Class Member to object to this Agreement, or any term of it, the person making the
24 objection must not submit a request for exclusion (*i.e.*, must not opt out) and should send to the
25 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
26 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
27 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
28 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet and the

1 date the signed objection was postmarked shall be conclusively determined according to the records
2 of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to
3 Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
4 also appear at the final approval hearing to object. The Court retains final authority with respect to the
5 consideration and admissibility of any Class Member objections.

6 **d. Class Member Disputes**

7 If any Class Member disagrees with Defendants' records as to his or her Qualifying Pay
8 Periods during the Class Period and/or pay periods worked during the PAGA Period as reflected in
9 the Notice Packet, the Class Member shall set forth in writing the pay periods he/she claims to have
10 worked during the Class Period and/or PAGA Period and submit such writing to the Settlement
11 Administrator by the Response Deadline, along with any supporting documentation. The Notice will
12 also provide a method for the Class Member to challenge the employment data on which his or her
13 Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties
14 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to
15 resolve the dispute, the Settlement Administrator will be the final arbiter of the pay periods worked
16 for each Class Member during the Class Period and/or PAGA Period based on the information
17 provided to it.

18 **e. Encouragement of Class Members**

19 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
20 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
21 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
22 from Class Members.

23 **f. No Responses Regarding PAGA**

24 The Parties agree that there is no statutory right for any PAGA Group Member to object, opt
25 out, or otherwise exclude himself or herself from the Settlement Agreement.

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1 **Section 3.06: Settlement Administration**

2 **a. Settlement Administrator Reports Regarding Class Member Participation**

3 The Settlement Administrator shall provide Defendants' counsel and Class Counsel a weekly
4 report that certifies the number of Class Members who have submitted valid requests for exclusion,
5 objections to the Settlement, and whether any Class Member has submitted a challenge to any
6 information contained in their Notices. The Settlement Administrator shall provide to counsel for both
7 Parties any updated reports regarding the administration of the Settlement as needed or requested.

8 **b. Settlement Administrator Declaration**

9 Not later than twenty-eight (28) court days prior to the Final Approval Hearing, the Settlement
10 Administrator will provide the Parties with its declaration of due diligence setting forth its compliance
11 with its obligations under this Agreement to be filed with the Court, and will supplement its declaration
12 as needed or as requested by the Court.

13 **c. Settlement Administrator Final Report Declaration**

14 Not later than five (5) business days after the Date of Finality, the Settlement Administrator
15 will provide the Parties with the aggregate number of Qualifying Pay Periods by Class Members
16 during the Class Period and the aggregate number of Qualifying Pay Periods worked by PAGA
17 Members. Upon completion of administration of the Settlement, the Settlement Administrator will
18 provide a written declaration under oath to certify such completion to the Court and the Parties.

19 **d. Right of Plaintiff to Adjust Gross Settlement Amount**

20 Defendants have estimated the number of pay periods worked during the Class Period by Class
21 Members to be 20,226. If the number of pay periods increase by more than 10% (which is more than
22 2,023 pay periods) as of the end of the Class Period, there will be a pro rata adjustment to the Gross
23 Settlement Amount for additional pay periods in excess of 2,023, except that Defendants shall not be
24 responsible for such pro rata increase in the event there are delays achieving preliminary approval
25 either created by Plaintiff, Plaintiff's counsel, including Plaintiff's or Plaintiff's counsel failure to
26 cooperate in revising and finalizing documents, including Plaintiff's failure to file a motion for
27 preliminary approval and supporting papers within 10 court days of full execution of the Settlement,
28 or the court, including the court's inability to hear the motion for preliminary approval by March 15,

2024, or the court's delay in issuing an order approving of preliminary approval more than 30 days after the hearing on the motion for preliminary approval. No pro rata increase to the Gross Settlement Amount shall accrue during these periods of delay; however, the increased pay periods shall be included in the final determination of pay periods settled for the purposes of Qualifying Pay Periods.

e. Right of Defendants to Rescind

Defendants shall have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or more of Class Members timely and validly Request Exclusion from the settlement. Defendants must exercise this right of rescission in writing to Class Counsel within thirty (30) calendar days after the latest date any Class Member may timely submit his or her request for exclusion. If Defendants exercises the right to void the Settlement, then Defendants will pay the cost of the settlement administration incurred as stated herein.

Section 3.07: Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a proposed Final Order Approving Settlement of Class Action.

Section 3.08: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount in the amount of Five Hundred Sixty-Eight Thousand Dollars and No Cents (\$568,000.00), subject to a pro rata increase under the condition set forth in Section 3.06(d). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Settlement Class Members, all administration costs, Class Counsel's attorney's fees and costs, the PAGA Settlement Amount, and the Enhancement Award.

Within ten (10) calendar days after the Court signs the Final Order and the Settlement Administrator communicates the amount of employer-side payroll taxes along with wiring instructions

1 to Defendants, Defendants shall transfer the Gross Settlement Amount plus Defendants' share of
2 employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement
3 Administrator either directly or by sending the funds to the Settlement Administrator to be deposited
4 and distributed. The Settlement Administrator will use these funds to fund payment of the Individual
5 Settlement Payments to Participating Settlement Class Members, Class Counsel's attorneys' fees and
6 costs, the Enhancement Award, the LWDA Payment, and the Settlement Administration Costs.

7 Within ten (10) court days after receiving Defendants' payment funding the Gross Settlement
8 Amount in full, the Settlement Administrator will mail Individual Settlement Payments and Individual
9 PAGA Payments to Participating Settlement Class Members and PAGA Group Members, Class
10 Counsel's attorneys' fees and costs to Class Counsel, LWDA Payment to the LWDA, the
11 Enhancement Award to Named Plaintiff, and employer and employee tax withholdings based on the
12 wage portion of the Individual Settlement Payments to the State of California. Prior to this distribution,
13 the Settlement Administrator will perform a search based on the National Change of Address Database
14 to update and correct for any known or identifiable address changes.

15 **b. Payment of Attorneys' Fees and Costs**

16 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of
17 the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One Hundred
18 Eighty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$189,333.33).
19 Class Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars
20 (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
21 Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in these
22 amounts. Class Counsel shall serve Defendants with copies of all documents submitted in support of
23 their application for an award of attorneys' fees and costs.

24 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
25 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
26 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs and
27 expenses related to the investigation, prosecution, and settlement of the Action incurred through the
28 Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or

costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. The Court's approval of a lower fee and/or cost award to Class Counsel shall not constitute grounds to invalidate the Settlement.

Neither Class Counsel nor any other current or past counsel for Named Plaintiff shall be permitted to petition the Court for, or to accept, any additional payments for attorney's fees, costs, interest, or any other amount from Defendants except as specified above. Defendants' payment of the attorney's fees and costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Name Plaintiff, Class Members, and/or PAGA Group Members. The Parties further agree that Class Counsel's attorney's fees and costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiff, Class Members and/or PAGA Group Members.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00).

d. Payment of Enhancement Award to Named Plaintiff

Subject to Court approval, the Named Plaintiff shall receive an Enhancement Award of up to Seven Thousand Five Hundred Dollars (\$7,500.00) in exchange for a general release, the request for which Defendants will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of enhancement award that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. The Court's approval of a lower Enhancement Award to Named Plaintiff shall not constitute grounds to invalidate the Settlement.

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1 Because it is the intent of the Parties that the Enhancement Award represent payment to Named
2 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
3 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a
4 Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent
5 taxing authorities as required by law.

6 **e. Payment and Notice to the Labor and Workforce Development Agency**

7 In consideration of claims made under PAGA, Class Counsel will request that the Court
8 approve allocation of Thirty Thousand Dollars and No Cents (\$30,000.00) of the Gross Settlement
9 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
10 Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will
11 be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not
12 oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement
13 Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in
14 the Action, will not invalidate this Agreement.

15 Upon entry of judgment by the Court, Plaintiff's Counsel shall submit a copy of the judgment
16 to the LWDA and provide proof of said submission to counsel for Defendants.

17 **f. Payment of Individual Settlement Payments to Participating Settlement Class**
18 **Members and Individual PAGA Payments to PAGA Group Members**

19 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
20 Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating
21 Settlement Class Members in proportion to the number of individual Qualifying Pay Periods for each
22 Class Member. To calculate the minimum amount each Class Member will receive based on their
23 individual Qualifying Pay Periods, the Net Settlement Amount will be divided by the total number of
24 Qualifying Pay Periods by all Class Members during the Class Period and then allocated on a pro rata
25 basis. Qualifying Pay Periods will be rounded up to the next whole integer. Each Class Member's
26 approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After
27 final approval by the Court, the Net Settlement Amount will be dispersed to Participating Settlement

1 Class Members (those who did not exclude themselves) on a pro rata basis based on the individual
2 Qualifying Pay Periods worked during the Class Period by each Participating Class Member.

3 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
4 between all PAGA Group Members in proportion to the number of pay periods that each PAGA Group
5 Member worked during the PAGA Period. To calculate the minimum amount each PAGA Group
6 Member will receive based on their individual pay periods, 25% of the PAGA Settlement Amount (or
7 \$7,500) will be divided by the total number of pay periods by all PAGA Group Members during the
8 PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded up to the next whole
9 integer. Each PAGA Group Member's approximate Individual PAGA Settlement Payment Amount
10 will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement
11 Amount will be dispersed to all PAGA Group Members on a pro rata basis based on the number of
12 pay periods worked during the PAGA Period by each PAGA Group Member.

13 Each Individual Settlement Payment will represent wages, penalties and interest based on the
14 following allocation: 1/3 to wages; 1/3 to interest, and 1/3 to penalties. The Individual PAGA
15 Payments will be considered 100% penalties. The amounts paid as wages shall be subject to all tax
16 withholdings customarily made from an employee's wages and all other authorized and required
17 withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from
18 and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be
19 subject to all authorized and required withholdings other than the tax withholdings customarily made
20 from employees' wages and shall be reported by IRS 1099 forms.

21 No later than ten (10) business days after receiving the Gross Settlement Amount from
22 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
23 Settlement Payments and Individual PAGA Payments to Participating Settlement Class Members and
24 PAGA Group Members. Individual Settlement Payments allocated to wages will be reduced by
25 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
26 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
27 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the
28 Individual Settlement Payments. Participating Settlement Class Members shall have 180 days from

1 the date their Individual Settlement Payment/Individual PAGA Payment checks are dated to cash
2 them.

3 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is
6 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
7 Settlement Administrator is unable to obtain a valid mailing address through this process, the
8 Settlement Administrator will tender the funds from the undeliverable checks as set forth in Section
9 3.08.g., below.

10 **g. Uncashed Funds**

11 Any checks that are not cashed upon the expiration of that 180-day time period will be void,
12 and the uncashed funds will be transmitted in accordance with section 384 of the California Code of
13 Civil Procedure, as amended, to Meals on Wheels California, Inc. (the "*Cy Pres* Recipient"), subject
14 to Court approval. The Parties, Class Counsel, and Defense Counsel represent that they have no
15 interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient

16 Within fourteen (14) calendar days after the expiration of the 180-day check cashing period,
17 the Settlement Administrator shall file a declaration with the Court, stating exactly the total amount
18 of uncashed checks. Pursuant to that declaration, the Court shall re-open and amend the judgment
19 following the final distribution of funds and include the specific *cy pres* payment to Meals on Wheels
20 California, Inc. in the judgment.

21 **h. Tax Treatment**

22 The Parties make no representation as to the tax treatment or legal effect of the payments called
23 for hereunder, and the Parties are not relying on any statement, representation, or calculation by any
24 of the Parties or by the Settlement Administrator in this regard. Named Plaintiff understands and
25 agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the
26 payments described herein and will hold Plaintiff's Counsel, Defendants, the Released Parties,
27 Defense Counsel, and the Settlement Administrator free and harmless from and against any claims
28 resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement

(acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) each Party (i) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

g. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Settlement Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. 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.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendants dispute the allegations in the Action and dispute that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission of liability or wrongdoing by Defendants.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in the
13 Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail
14 to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 neither been entered into nor been filed with the Court; and (iv) the fact that the Parties were willing
21 to stipulate to class certification of all causes of action pleaded in the Action as part of the Settlement
22 will have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

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1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendants transfer the Gross Settlement Amount to the Settlement
5 Administrator, Named Plaintiff and Participating Settlement Class Members irrevocably and
6 unconditionally fully release and forever discharge the Released Parties from any and all of the
7 Released Claims which arose during the Class Period.

8 **Section 5.02: Released Claims by PAGA Group Members**

9 Upon the date Defendants transfer the Gross Settlement Amount to the Settlement
10 Administrator, the State of California and PAGA Group Members release the Released Parties from
11 all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the First Amended
12 Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt
13 out of the Class Settlement.

14 The Parties agree that there is no statutory right for any PAGA Group Member to object, opt
15 out, or otherwise exclude himself or herself from the Settlement Agreement. Except as otherwise
16 stated, Named Plaintiff and Class Counsel will vigorously defend against any attempt by any PAGA
17 Group Member or by any entity or agency to intervene in this matter or object to/opt-out of this
18 settlement. The Parties further agree that there is no right or opportunity for any PAGA Group
19 Member to appeal the approval of the Settlement Agreement by the Court. The Parties will jointly
20 defend against any appeal filed with respect to the Court Order approving the Settlement Agreement.

21 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

22 Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases,
23 acquits, and forever discharges the Released Parties from any and all claims, actions, charges,
24 complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's
25 employment with Defendants, whether known or unknown, which exist or may exist as of the Parties'
26 execution of this Agreement. Such claims include, but are not limited to breaches of contract, whether
27 written, oral or implied; violations of any public policy; tort claims, including but not limited to
28 intentional infliction of emotional distress and negligent infliction of emotional distress, defamation,

1 misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages,
2 costs, fees, or other expenses, including attorney's fee; and any violations of the following statutes,
3 laws, and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights
4 Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in
5 Employment Act of 1967 (ADEA), the Family and Medical Leave Act (FMLA), the Employee
6 Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy
7 Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with
8 Disabilities Act (ADA), Sections 1981 through 1988 of Title 42 of the United States Code; the Older
9 Worker Benefit Protection Act; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act
10 of 1993; the Fair Labor Standards Act; the California Fair Employment and Housing Act; the
11 California Family Rights Act; the California Unruh Civil Rights Act; the California Whistleblower
12 Protection Law; the California Occupational Safety and Health Act; the California Business and
13 Processions, Civil, Government and Labor Codes; the California Labor Code Private Attorneys
14 General Act of 2004; and any amendments to such laws, any other federal, state, or local constitution,
15 charter, law, rule, ordinance, regulation, or statute capable of being released by Plaintiff, excluding
16 any claims that cannot be released as a matter of law.

17 Section 1542 of the California Civil Code provides as follows:

18 *A general release does not extend to claims that the creditor or releasing*
19 *party does not know or suspect to exist in his or her favor at the time of*
20 *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.

21 Named Plaintiff's general release provided herein is made with an express waiver and
22 relinquishment of any claim, right, or benefit under California Civil Code § 1542. To implement a
23 full and complete release and discharge, Named Plaintiff expressly acknowledges that this Settlement
24 is intended to include in its effect, without limitation, all known and unknown claims, including any
25 claims he does not know or suspect to exist in his favor against the Released Parties at the time of
26 signing this Settlement and that this Settlement contemplates the extinguishment of any such claim or
27 claims.

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1 **ARTICLE VI**

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an express
5 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
6 and as approved by the Court.

7 **Section 6.02: Assignment**

8 None of the rights, commitments, or obligations recognized under this Agreement may be
9 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
10 consent of each other Party and their respective counsel. The representations, warranties, covenants,
11 and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement
12 and shall not be construed to confer any right or to avail any remedy to any other person.

13 **Section 6.03: Governing Law**

14 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
15 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
16 of laws.

17 **Section 6.04: Entire Agreement**

18 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
19 contains the entire understanding of the Parties with respect to the subject matter contained herein. In
20 case of any conflict between text contained in Articles I through VI of this Agreement and text
21 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling,
22 unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises,
23 representations, warranties, covenants, or undertakings governing the subject matter of this Agreement
24 other than those expressly set forth or referred to herein. This Agreement supersedes all prior
25 agreements and understandings among the Parties with respect to the settlement of the Action,
26 including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements
27 or proposals.

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1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in
4 writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature. Electronic signatures will not be permitted.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes
18 consistent with the intent of the Parties as expressed herein prior to submitting such disputes to the
19 Court.

20 **Section 6.08: Agreement Binding on Successors**

21 This Agreement will be binding upon and inure to the benefit of, the successors in interest of
22 each of the Parties.

23 **Section 6.09: Cooperation in Drafting**

24 The Parties have cooperated in the negotiation and preparation of this Agreement. This
25 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
26 was the drafter or participated in the drafting of this Agreement.

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1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context of
4 adversarial litigation, taking into account all relevant factors, current and potential. The Parties further
5 believe that the Settlement is consistent with public policy and fully complies with applicable law.

6 **Section 6.11: Headings**

7 The descriptive heading of any section or paragraph of this Agreement is inserted for
8 convenience of reference only and does not constitute a part of this Agreement and shall not be
9 considered in interpreting this Agreement.

10 **Section 6.12: Notice**

11 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
12 communications under this Agreement must be in writing and addressed as follows:

13 *To Named Plaintiff and the Class:*

14 Kashif Haque
15 Samuel A. Wong
16 Jessica L. Campbell
17 Kristy R. Connolly
18 AEGIS LAW FIRM, PC
19 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251
 kconnolly@aegislawfirm.com

20 And

21 *To Defendants:*

22 B. Allison Borkenheim
23 aborkenheim@littler.com
24 Christina H. Hayes
25 chayes@littler.com
26 Charles Urefia
27 curena@littler.com
28 LITTLER MENDELSON, P.C.
 501 W. Broadway, Suite 900
 San Diego, CA 92101.3577
 Telephone: 619.232.0441
 Facsimile: 619.232.4302

1 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms
6 of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain
7 continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent
8 to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the
9 Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the
10 provisions of this Settlement, the successful Party or Parties will be entitled to recover from the
11 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
12 incurred in connection with any enforcement actions.

13 **Section 6.14: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement,
15 including but not limited to the execution of such documents, and the taking of such other action, as
16 may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement
17 shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the
18 Parties are unable to reach agreement on the form or content of any document needed to implement
19 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
20 of the Settlement, then the Parties agree to seek the assistance of the mediator, Scott Markus.

21 **Section 6.15: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
26 represent and warrant that the individual(s) executing this Agreement on their behalf have the full
27 right, power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

1 **Section 6.16: No Reliance on Representations**

2 The Parties have made such investigation of the facts and the law pertaining to the matters
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
4 on any statement, promise, or representation of fact or law, made by any of the other Parties, or any
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth
8 herein, have been made to any Party concerning this Agreement.

9 **[SIGNATURES CONTINUE ON NEXT PAGE.]**

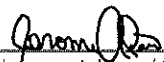
10 **EXECUTION BY PARTIES AND COUNSEL**

11 The Parties and their counsel hereby execute this Agreement.

12
13 Dated: November __, 2023

NAMED PLAINTIFF

14 Jan 17, 2024

15 
Jerome Adams (Jan 17, 2024 16:42 PST)

16 Jerome Adams

17
18 Dated: November __, 2023

**DEFENDANTS SSP AMERICA, INC.; SSP
AMERICA FAT, LLC; SSP AMERICA
OAK, LLC; SSP AMERICA ONT, LLC; SSP
AMERICA SAN, LLC; SSP AMERICA SFO,
LLC; SSP AMERICA SJC, LLC; SSP
AMERICA SMF, LLC; and SSP AMERICA
STS, LLC**

19 
George Mboya, Chief Financial Officer

20
21
22 **[SIGNATURES CONTINUED ON NEXT PAGE.]**

1 **APPROVED AS TO FORM AND CONTENT:**

2 Dated: November __, 2023
3 January 17, 2024

AEGIS LAW FIRM

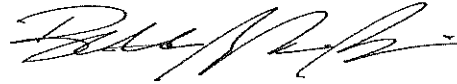
4 

Kashif Haque
Samuel Wong
Jessica Campbell
Kristy R. Connolly

Attorneys for Named Plaintiff

9 Dated: January 17, 2024

LITTLER MENDELSON, P.C.

10 

B. Allison Borkenheim
Christina H. Hayes
Charles Urefia

Attorneys for Defendants
SSP AMERICA, INC.; SSP AMERICA FAT,
LLC; SSP AMERICA OAK, LLC; SSP
AMERICA ONT, LLC; SSP AMERICA SAN,
LLC; SSP AMERICA SFO, LLC; SSP
AMERICA SJC, LLC; SSP AMERICA SMF,
LLC; and SSP AMERICA STS, LLC

18 4869-3217-8330.1 / 101383-1009

Stipulation Final 1-17-2024 4873-3831-7982 v.1 4884-6402-9854 1

Final Audit Report

2024-01-18

Created:	2024-01-18
By:	Kristy Connolly (kconnolly@aegislawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHnLmRvzWXBf_fCI2hYUMeT0L.KJ9QofMK

"Stipulation Final 1-17-2024 4873-3831-7982 v.1 4884-6402-9854 1" History

-  Document created by Kristy Connolly (kconnolly@aegislawfirm.com)
2024-01-18 - 0:24:43 AM GMT
-  Document emailed to adamsjerome328@gmail.com for signature
2024-01-18 - 0:25:11 AM GMT
-  Email viewed by adamsjerome328@gmail.com
2024-01-18 - 0:29:46 AM GMT
-  Signer adamsjerome328@gmail.com entered name at signing as Jerome Adams
2024-01-18 - 0:42:57 AM GMT
-  Document e-signed by Jerome Adams (adamsjerome328@gmail.com)
Signature Date: 2024-01-18 - 0:42:59 AM GMT - Time Source: server
-  Agreement completed.
2024-01-18 - 0:42:59 AM GMT