

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Alicia Rodriguez-Padilla
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant San Diego
6 Family Care (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and
7 individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On February 21, 2025, Plaintiff filed a Class Action Complaint in the action entitled
13 *Alicia Rodriguez-Padilla v. San Diego Family Care*, San Diego County Superior Court Case No.
14 25CU009471C (“Action”), thereby commencing a putative class action against Defendant.

15 2. On June 23, 2025, the Parties participated in mediation with Gig Kyriacou, Esq. (the
16 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
17 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
18 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
19 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
20 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
21 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
22 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
23 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
24 including the risk of significant delay and uncertainty associated with litigation and various defenses
25 asserted by Defendant.

26 3. On November 5, 2025, Plaintiff provided written notice to the Labor and Workforce
27 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
28 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor

1 Code alleged to have been violated by Defendant ("PAGA Letter").

2 4. The Parties agree that Plaintiff will file a First Amended Class and Representative
3 Action Complaint ("Operative Complaint") in the Action, which will add a cause of action under the
4 Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.*
5 ("PAGA").

6 5. The Operative Complaint alleges ten (10) causes of action for violations of the
7 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
8 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
9 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
10 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
11 to reimburse necessary business expenses, for violations of California Business & Professions Code
12 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
13 penalties under PAGA based on the aforementioned California Labor Code violations.

14 6. Defendant denies all material allegations set forth in the Action and has asserted
15 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
16 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
17 Released PAGA Claims (as defined herein).

18 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
19 including any and all applicable defenses and the applicable law. The investigation included, *inter*
20 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
21 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
22 merits of the claims and contentions of the Parties.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Ryan A. Quadrel, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A.**"

f. "Class Period" means the period from February 21, 2021 through August 23, 2025.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Diego.

i. "Defendant's Counsel" means Christopher B. Cato of Gordon Rees Scully Mansukhani, LLP.

1 j. “Dispute” means a letter submitted by a Class Member disputing the number of
2 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
3 name and number of the Action; (b) contain the Class Member’s full name, signature, address,
4 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
5 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
6 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
7 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
8 Deadline.

9 k. “Effective Date” means the following: (i) if no Settlement Class Member
10 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
11 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
12 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
13 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
14 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
15 in final judicial approval of the Settlement.

16 l. “Employer Taxes” means the employer’s share of taxes and contributions in
17 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
18 in addition to the Gross Settlement Amount.

19 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
20 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
21 Employees, and general release of claims, as set forth in Paragraph 13.

22 n. “Final Approval” means the determination by the Court that the Settlement is
23 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

24 o. “Final Approval Hearing” means the hearing at which the Court will consider
25 and determine whether the Settlement should be granted Final Approval.

26 p. “Final Approval Order and Judgment” means the order granting final approval
27 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
28 Parties, and subject to approval by the Court.

1 q. “Gross Settlement Amount” means the amount of Eight Hundred Seventy-
2 Seven Thousand Five Hundred Dollars and Zero Cents (\$877,500.00) to be paid by Defendant in full
3 satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all
4 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs,
5 and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the
6 Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement
7 Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant.
8 The Gross Settlement Amount is subject to increase, as provided in Paragraph 16.

9 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
10 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
11 calculated in accordance with Paragraph 18.

12 s. “Individual Settlement Payment” means the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
15 Paragraph 19.

16 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
18 in accordance with Paragraph 17.

19 u. “LWDA Payment” means the amount of Twenty-Two Thousand Seven
20 Hundred Fifty Dollars and Zero Cents (\$22,750.00), i.e., 65% of the PAGA Amount, that the Parties
21 have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

22 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
23 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
24 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
25 Settlement Administration Costs.

26 w. “Notice of Objection” means a Settlement Class Member’s written objection to
27 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
28 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s

1 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
2 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
3 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
4 specified address, postmarked on or before the Response Deadline.

5 x. "PAGA Amount" means the allocation of Thirty-Five Thousand Dollars and
6 Zero Cents (\$35,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five
7 percent (65%) of the PAGA Amount, or \$22,750.00, will be paid to the LWDA (i.e., the LWDA
8 Payment) and the remaining thirty-five percent (35%), or \$12,250.00, will be distributed to the PAGA
9 Employees (i.e., the PAGA Employee Amount).

10 y. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
11 exempt employees who worked for Defendant in the State of California at any time during the PAGA
12 Period.

13 z. "PAGA Employee Amount" means the amount of Twelve Thousand Two
14 Hundred Fifty Dollars and Zero Cents (\$12,250.00), i.e., 35% of the PAGA Amount, to be distributed
15 to PAGA Employees on a *pro rata* basis based on their Pay Periods.

16 aa. "PAGA Period" means the period from November 5, 2024, 2024 through
17 August 23, 2025.

18 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
19 Claims.

20 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
21 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
22 Pay Periods will be calculated by the Settlement Administrator based on such information as is
23 necessary for the Settlement Administrator to calculate Pay Periods that will be provided by
24 Defendant.

25 dd. "Preliminary Approval" means the date on which the Court enters the
26 Preliminary Approval Order.

27 ee. "Preliminary Approval Order" means the order granting preliminary approval
28 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by

1 the Court.

2 ff. "Released Class Claims" means any and all claims which were alleged or which
3 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
4 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure
5 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
6 payments, timely pay wages during employment and upon termination, provide accurate wage
7 statements, and reimburse necessary business-related expenses in violation of California Labor Code
8 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
9 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
10 Professions Code sections 17200, *et seq.*

11 gg. "Released PAGA Claims" means any and all claims arising from any of the
12 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
13 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
14 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime
15 and minimum wages, provide compliant meal and rest periods and associated premium payments,
16 timely pay wages during employment and upon termination, provide compliant wage statements, and
17 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
18 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
19 applicable Industrial Welfare Commission Wage Order.

20 hh. "Released Parties" means Defendant and its current and former officers,
21 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
22 assigns.

23 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
24 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
25 of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and
26 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class
27 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
28 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. "Settlement Administrator" means Apex Class Action LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

II. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator based on such information as is necessary for the Settlement Administrator to calculate Workweeks that will be provided by Defendant.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

III

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

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

12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$307,125.00 if the Gross Settlement Amount is \$877,500.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other payment Plaintiff is entitled to

1 under the Settlement. Plaintiff shall be solely and legally responsible for correctly characterizing this
2 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
3 Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion
4 of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated
5 to the Net Settlement Amount for the benefit of the Settlement Class Members.

6 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
7 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) shall be allocated from the Gross
8 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
9 Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$22,750.00, will
10 be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$12,250.00, will be
11 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
12 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
13 Individual PAGA Payments).

14 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
16 which is currently estimated not to exceed Eight Thousand One Hundred Dollars and Zero Cents
17 (\$8,100.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
18 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and
19 tracking Class Notices and other documents for the Settlement, calculating and distributing payments
20 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
21 withholdings, and remittances, providing necessary reports and declarations, and other duties and
22 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the
23 extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein,
24 such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the
25 Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs
26 which are not in fact required to fulfill payment to the Settlement Administrator to undertake the
27 required settlement administration duties shall be reallocated to the Net Settlement Amount for the
28 benefit of the Settlement Class Members.

1 16. Escalator Clause. Defendant has represented that there are 355 Class Members who
2 worked a total of 39,000 workweeks during the period from February 21, 2021 through June 23, 2025.
3 If it is determined by the Settlement Administrator that the total number of Workweeks worked by the
4 Class Members during the Class Period actually exceeds 39,000 by more than 10% (i.e., if the
5 Workweeks exceed 42,900), then the Gross Settlement Amount will be increased on a *pro rata* basis
6 equal to the percentage increase in the number of Workweeks worked by the Class Members above
7 10%. For example, if the number of Workweeks increases by 11% to 43,290 Workweeks, then the
8 Gross Settlement Amount will increase by 1%.

9 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
10 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
11 Workweeks, as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net
13 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
14 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
15 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
16 entitled to receive under the Class Settlement.

17 b. After Final Approval, the Settlement Administrator will divide the final Net
18 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
19 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
20 Value to each Settlement Class Member's final Individual Settlement Share.

21 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
22 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
23 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
24 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
25 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
26 Value to yield each PAGA Employee's Individual PAGA Payment.

27 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
28 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty

1 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
2 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
3 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
4 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
5 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
6 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
7 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
8 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
9 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

10 20. Administration of Taxes by the Settlement Administrator. The Settlement
11 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
12 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
13 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
14 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
15 taxes and other legally required withholdings to the appropriate government authorities.

16 21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
17 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
18 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
19 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
20 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
21 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
22 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
23 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
24 Members, and PAGA Employees should consult with their tax advisors concerning the tax
25 consequences of any payment they receive under the Settlement.

26 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
27 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
28 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN

1 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
2 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
3 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
4 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
5 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
6 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
7 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
8 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
9 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
10 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
11 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
12 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
13 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
14 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
15 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
16 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
17 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
18 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
19 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
20 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

21 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
22 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
23 are issued to the payee. It is expressly understood and agreed that payments made under this
24 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
25 to additional compensation or benefits under any new or additional compensation or benefits, or any
26 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
27 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
28 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding

1 any contrary language or agreement in any benefit or compensation plan document that might have
2 been in effect during the Class Period).

3 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

4 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
5 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
6 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
7 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
8 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
9 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
10 Order seeking the following:

- 11 a. Conditionally certifying the Class for settlement purposes only;
- 12 b. Granting Preliminary Approval of the Settlement;
- 13 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 14 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 15 e. Approving as to form and content, the mutually-agreed upon and proposed
16 Class Notice and directing its mailing by First Class U.S. Mail;
- 17 f. Approving the manner and method for Class Members to request exclusion
18 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 19 g. Scheduling a Final Approval Hearing at which the Court will determine whether
20 Final Approval of the Settlement should be granted.

21 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
22 Class Counsel shall notify the LWDA of the Settlement.

23 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
24 Defendant will provide the Class List to the Settlement Administrator.

25 27. Notice by First-Class U.S. Mail.

- 26 a. Within seven (7) calendar days after receiving the Class List from Defendant,
27 the Settlement Administrator will perform a search based on the National Change of Address Database
28 or any other similar services available, such as provided by Experian, for information to update and

1 correct for any known or identifiable address changes, and will mail a Class Notice in English and
2 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
3 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
4 Administrator.

5 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
6 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
7 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
8 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
9 attempt to determine the correct address using a skip-trace or other search, using the name, address,
10 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
11 calendar days.

12 c. Compliance with the procedures described herein above shall constitute due and
13 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
14 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
15 provide notice of the Settlement.

16 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
17 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
18 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
19 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
20 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
21 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
22 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
23 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
24 However, if a Class Member produces information and/or documents to the contrary, the Settlement
25 Administrator will evaluate the materials submitted by the Class Member and the Settlement
26 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
27 the disputing Class Member should be credited with under the Settlement. The Settlement
28 Administrator's decision on such disputes will be final and non-appealable.

1 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
7 submitted, and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
18 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
19 submit a Request for Exclusion.

20 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
26 and complete and which were not), and also attach them to a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
2 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
3 whether they have submitted a Notice of Objection.

4 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
6 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
7 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
8 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
9 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
10 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
11 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
12 Dispute.

13 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
14 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
15 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
16 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
17 number of Class Members who have submitted timely and valid Requests for Exclusion following the
18 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
19 administration owed to the Settlement Administrator incurred up to that date.

20 33. Certification of Completion. Upon completion of administration of the Settlement, the
21 Settlement Administrator will provide a written declaration under oath to certify such completion to
22 the Court and counsel for all Parties.

23 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
24 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
25 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
26 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
27 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
28 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

1 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
2 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
3 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
4 Approval Order and Judgment, which will provide for, in substantial part, the following:

5 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
6 consummation of its terms and provisions;

7 b. Certification of the Settlement Class;

8 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

9 d. Approval of the application for Enhancement Payment to Plaintiff;

10 e. Directing Defendant to fund all amounts due under the Settlement Agreement
11 and ordered by the Court; and

12 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
13 conformity with California Rules of Court 3.769 and the Settlement Agreement.

14 35. Funding of the Gross Settlement Amount. No later than June 30, 2026 or sixty-five
15 (65) calendar days after Final Approval, whichever is later, Defendant will deposit the Gross
16 Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury
17 Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant
18 shall provide all information necessary for the Settlement Administrator to calculate necessary payroll
19 taxes including its official name, 8-digit state unemployment insurance tax ID number, and other
20 information requested by the Settlement Administrator, no later than June 30, 2026 or sixty-five (65)
21 calendar days after Final Approval, whichever is later.

22 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
23 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
24 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
25 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
26 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
27 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
28 timely forward these to the appropriate government authorities.

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1 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
12 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
13 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
14 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
16 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
17 amended and/or supplemental tax filings and reporting required under applicable local, state, and
18 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
19 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
20 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
21 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
22 PAGA Settlement.

23 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
24 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
25 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
26 Released Class Claims.

27 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
28 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all

1 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
2 relinquished, and discharged the Released Parties of all Released PAGA Claims.

3 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
4 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
5 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
6 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
7 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
8 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
9 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
10 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
11 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
12 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
13 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
14 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
15 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
16 follows:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
18 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
20 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
21 **THE DEBTOR OR RELEASED PARTY.**

22 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
23 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
24 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
25 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
26 Class will be required.

27 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
28 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and

1 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
2 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
3 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
4 Settlement Agreement.

5 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
6 Settlement Agreement shall have the following effects:

7 a. The Settlement Agreement shall be void and shall have no force or effect, and
8 no Party shall be bound by any of its terms;

9 b. In the event the Settlement Agreement is terminated, Defendant shall have no
10 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
11 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
12 Administrator is notified that the Settlement has been terminated;

13 c. The Preliminary Approval Order and Final Approval Order and Judgment,
14 including any order certifying the Class, shall be vacated;

15 d. The Settlement Agreement and all negotiations, statements, and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
17 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

18 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
19 statements, or filings in furtherance of the Settlement (including all matters associated with the
20 mediation) shall be admissible or offered into evidence in the Action or any other action for any
21 purpose whatsoever; and

22 f. Any documents generated to bring the Settlement into effect, will be null and
23 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
24 likewise be treated as void from the beginning.

25 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
26 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
28 of action or right herein released and discharged.

1 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
2 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
8 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
9 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
10 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
11 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
12 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
13 Agreement.

14 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
15 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
16 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
17 Approval Hearing to be conducted by the Court.

18 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
19 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
20 except by written agreement signed by counsel for all Parties. After the filing of the motion for
21 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
22 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
23 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
24 constitute a waiver of any other provision.

25 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
27 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
28 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
full authority to enter into this Settlement Agreement, and further intend that this Settlement

1 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
2 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
3 confidentiality provisions that otherwise might apply under state or federal law.

4 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
5 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
6 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
7 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
8 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
9 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
10 Member and PAGA Employee.

11 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
14 hereto will be governed by and interpreted according to the laws of the State of California.

15 53. Execution and Counterparts. This Settlement Agreement is subject only to the
16 execution of all Parties. However, this Settlement Agreement may be executed in one or more
17 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
18 copies of the signature page, will be deemed to be one and the same instrument.

19 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
20 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
21 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
22 account all relevant factors, present and potential. The Parties further acknowledge that they are each
23 represented by competent counsel and that they have had an opportunity to consult with their counsel
24 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
25 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
26 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
27 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

28 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

1 possible consistent with applicable precedents so as to define all provisions of this Settlement
2 Agreement valid and enforceable.

3 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
4 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
5 to implement the Settlement.

6 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
7 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
8 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
9 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
10 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
11 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
12 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
13 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
14 construed as an admission or concession by Defendant of any such violations or failures to comply
15 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
16 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
17 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
18 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
19 federal, state, local, or other applicable law.

20 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
21 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
22 intent of the provisions of this Settlement Agreement.

23 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
25 construed more strictly against one Party than another merely by virtue of the fact that it may have
26 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
27 negotiations between the Parties, all Parties have contributed equally to the preparation of this
28 Settlement Agreement.

1 60. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel, and
4 reviewed in full.

5 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
6 this Settlement Agreement herein will be subject to final Court approval.

7 62. Notices. All notices, demands, and other communications to be provided concerning
8 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
9 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
10 as follows:

11 To Plaintiff and Class Counsel:

12 Jonathan M. Genish

13 jgenish@blackstonepc.com

14 Ryan A. Quadrel

15 rquadrel@blackstonepc.com

16 Alexandra Rose

17 arose@blackstonepc.com

18 James S. Winn Jr.

19 jwinn@blackstonepc.com

20 **BLACKSTONE LAW, APC**

21 8383 Wilshire Boulevard, Suite 745

22 Beverly Hills, California 90211

23 Tel: (310) 622-4278 / Fax: (855) 786-6356

24 To Defendant:

25 Christopher B. Cato

26 ccato@grsm.com

27 **GORDON REES SCULLY MANSUKHANI, LLP**

28 101 W. Broadway, Suite 2000

 San Diego, California 92101

 Tel: (619) 696-6700 / Fax: (619) 696-7124

 63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
cooperate with each other in good faith and use their best efforts to implement the Settlement,
including and not limited to, executing all documents to the extent reasonably necessary to effectuate
the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
content of any document needed to implement the Settlement Agreement, or on any supplemental
provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties

1 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

4 **IT IS SO AGREED.**

5 **PLAINTIFF ALICIA RODRIGUEZ-**
6 **PADILLA**

Alicia Rodriguez-Padilla

7 Dated: 01/13/2026

Plaintiff Alicia Rodriguez-Padilla

9 **DEFENDANT SAN DIEGO FAMILY CARE**

Roberta L. Feinberg

10 Dated: 01/21/2026

Full Name: Roberta L. Feinberg

12 Title: CEO
13 On behalf of Defendant San Diego Family Care

14 **APPROVED AS TO FORM ONLY:**

15 **BLACKSTONE LAW, APC**

Alexandra Rose

17 Dated: 13/01/2026

18 Alexandra Rose
19 Attorneys for Plaintiff Alicia Rodriguez-Padilla
20 and Proposed Class Counsel

21 **GORDON REES SCULLY MANSUKHANI,**
22 **LLP**

Christopher B. Cato

23 Dated: _____

24 Christopher B. Cato
25 Attorneys for Defendant San Diego Family Care
26
27
28