

1 BRANDON BROUILLETTE (SBN 273156)
bbrouillette@crosnerlegal.com
2 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd., Suite 301
5 Beverly Hills, CA 90210
Telephone: (866) 276-7637
6 Facsimile: (310) 510-6429

7 Attorneys for Plaintiff PRICILLA COOPER

8 *[Additional Counsel Listed on Following Page]*

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ALAMEDA

13
14 PRICILLA COOPER, as an individual and on
behalf of all others similarly situated,

15
16 Plaintiff,

17 v.

18 AMTEC HUMAN CAPITAL, INC., a
California Corporation; THE CLOROX
19 COMPANY, a Delaware Corporation; THE
CLOROX INTERNATIONAL COMPANY,
20 a Delaware Corporation; and DOES 1-100,
21 inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. **23CV036357**

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

Assigned to the Hon. Michael Markman
Dept.: 23

Action Filed: June 16, 2023

1 Susan M. Steward, ESQ. (SBN 224805)
2 SSteward@aalrr.com

3 Nicholas Spencer, ESQ. (SBN 262197)
4 Nicholas.Spencer@aalrr.com

5 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

6 12800 Center Court Drive, Suite 300
7 Cerritos, California 90703

8 Main (562) 653-3200

9 Fax (562) 653-3333

10 Attorneys for Defendant AMTEC HUMAN CAPITAL, INC.

11 ANDREW LIVINGSTON, ESQ. (SBN 148646)
12 alivingston@orrick.com

13 ALEXANDRA STATHOPOULOS, ESQ. (SBN 286681)
14 astathopoulos@orrick.com

15 RACHEL CAPLER, ESQ. (SBN 307582)
16 rcapler@orrick.com

17 **ORRICK, HERRINGTON & SUTCLIFFE LLP**

18 The Orrick Building

19 405 Howard Street

20 San Francisco, CA 94105

21 Tel: 415-773-5700

22 Fax: 415-773-5759

23 Attorneys for Defendants THE CLOROX COMPANY &
24 THE CLOROX INTERNATIONAL COMPANY

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Pricilla Cooper (“Plaintiff”) and defendant Amtec Human Capital, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s Class lawsuit alleging wage and hour violations
7 against Defendant captioned *Pricilla Cooper v. Amtec Human Capital, Inc., et al.* initiated on
8 June 16, 2023, and pending in Superior Court of the State of California, County of Alameda, Case
9 No. 23CV036357, and PAGA lawsuit alleging wage and hour violations against Defendant
10 captioned *Pricilla Cooper v. Amtec Human Capital, Inc., et al.* initiated on July 19, 2023, and
11 pending in Superior Court of the State of California, County of Alameda, Case No. 23CV038864.

12 1.2. “Administrator” means Phoenix Class Action Settlement Administration, the
13 neutral entity the Parties have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be
15 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
16 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
17 with Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means any person employed by Defendant in California
19 and classified as a non-exempt who worked for Defendant and was placed with The Clorox
20 Company or The Clorox International Company during the PAGA Period.

21 1.5. “Class” means all persons employed by Defendant in California and classified as
22 non-exempt who worked for Defendant and was placed with The Clorox Company or The Clorox
23 International Company during the Class Period.

24 1.6. “Class Counsel” means Brandon Brouillette, Jamie Serb, and Zachary Crosner of
25 Crosner Legal, PC.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
27 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
28 expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, as well as the total number of Workweeks and PAGA Pay Periods by that Class Member, calculated based on their time and payroll records.

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from June 16, 2019, until the earlier of: (a) July 13, 2024, or (b) the date upon which the Court grants preliminary approval of the settlement.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Alameda.

1.16. “Defendant” means Amtec Human Capital, Inc. dba Amtec.

1.17. “Defense Counsel” means Susan M. Steward and Nicholas T. Spencer of Atkinson, Andelson, Loya, Ruud & Romo.

1.18. “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: the day

1 after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
2 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

3 1.19. "Final Approval" means the Court's order granting final approval of the
4 Settlement.

5 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
6 Approval of the Settlement.

7 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
8 Approval of the Settlement.

9 1.22. "Gross Settlement Amount" means \$300,000 which is the total amount Defendant
10 agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
11 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
12 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
13 Service Payment and the Administrator's Expenses.

14 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share
15 of the Net Settlement Amount calculated according to the number of Workweeks worked during
16 the Class Period.

17 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
18 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
19 during the PAGA Period.

20 1.25. "Judgment" means the judgment entered by the Court based upon the Final
21 Approval.

22 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
23 agency entitled, under Labor Code section 2699, subd.(i).

24 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
25 LWDA under Labor Code section 2699, subd.(i).

26 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

1 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
2 paid to Participating Class Members as Individual Class Payments.

3 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
4 non-PAGA portion of the Settlement by sending the Administrator a valid and timely Request for
5 Exclusion.

6 1.30. “PAGA” means the California Private Attorney General Act of 2004 (Labor Code
7 §§ 2698. *et seq.*).

8 1.31. “PAGA Notice” means Plaintiff’s May 12, 2023 letter to Defendant and the
9 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
11 worked for Defendant for at least one day during the PAGA Period.

12 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
13 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75%
14 to LWDA (\$22,500) in settlement of PAGA claims.

15 1.34. “PAGA Period” means the period from May 12, 2022, until the earlier of: (a) July
16 13, 2024, or (b) the date upon which the Court grants preliminary approval of the settlement date.

17 1.35. “Participating Class Member” means a Class Member who does not submit a valid
18 and timely Request for Exclusion from the Settlement.

19 1.36. “Plaintiff” means Pricilla Cooper.

20 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
21 of the Settlement.

22 1.38. “Released Class Claims” means the claims being released as described in
23 Paragraph 5.2 below.

24 1.39. “Released PAGA Claims” means the claims being released as described in
25 Paragraph 5.3 below.

26 1.40. “Released Parties” means: Defendant and its officers, directors, employees, and
27 agents, as well as The Clorox Company, a Delaware corporation, The Clorox International
28 Company, a Delaware corporation, and each of their officers, directors, employees, agents,

1 parents, subsidiaries and affiliates from June 16, 2019 through the earlier of July 13, 2024 or the
2 date of preliminary approval ("Class Period").

3 1.41. "Request for Exclusion" means a Class Member's submission of a written request
4 to be excluded from the Class Settlement signed by the Class Member.

5 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class
6 Members and Aggrieved Employees, and will be the last date on which Class Members may: (a)
7 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
8 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
9 been returned undeliverable to the Administrator will have an additional 14 calendar days beyond
10 the Response Deadline has expired.

11 1.43. "Settlement" means the disposition of the Action effected by this Agreement and
12 the Judgment.

13 1.44. "Workweek" means any seven-day period beginning Sunday at midnight through
14 Saturday at 11:59 p.m. during which a Class Member worked for Defendant for at least one day,
15 during the Class Period.

16 **2. RECITALS.**

17 2.1. On May 12, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff
18 provided timely written notice to Defendant and the LWDA of her claim that she was entitled to
19 civil penalties under PAGA, including the specific provisions of the Labor Code she contends
20 were violated and the theories supporting her contentions.

21 2.2. On July 19, 2023, Plaintiff filed the PAGA Action against Defendant. The PAGA
22 penalties were sought based on the following underlying claims: (1) recovery of unpaid minimum
23 wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) Failure to Provide
24 Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or
25 Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6)
26 Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) failure to reimburse
27 business expenses; and (8) Unfair Competition.
28

2.3. On May 13, 2024, the Parties participated in an all-day mediation for the Action with mediator Steve Pearl, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, hundreds of documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees all hours worked, meal and rest period policies, payroll, timekeeping, and operational policies. Plaintiff also obtained and reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data regarding the number of weeks worked and pay periods during the Class and PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$300,000 and no more as the Gross Settlement Amount (and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments). Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee, respectively). In exchange for this payment, the Class Representative will sign a full and complete general release of all claims, known and unknown, as further detailed in paragraph 5.1 below. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose Plaintiff's requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and

1 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
2 Expenses Payment and holds the Released Parties harmless, and indemnifies the Released
3 Parties, from any dispute or controversy regarding any division or sharing of any of these
4 Payments.

5 3.2.3. To the Administrator: An Administrator Expenses Payment not to
6 exceed \$8,500.00 except for a showing of good cause and as approved by the Court. To the
7 extent the Administration Expenses are less or the Court approves payment less than
8 \$8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

9 3.2.4. To Each Participating Class Member: An Individual Class Payment
10 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks
11 worked by all Participating Class Members during the Class Period; and (b) multiplying the
12 result by each Participating Class Member's Workweeks.

13 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each
14 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
15 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
16 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's
17 Individual Class Payment will be allocated to settlement of non-wage claims for, e.g., interest and
18 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
19 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
20 responsibility and liability for any taxes owed on their Individual Class Payment.

21 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
22 Individual Class Payments. Non-Participating Class Members will not receive any Individual
23 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
24 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
26 amount of \$30,000 will be paid from the Gross Settlement Amount, with 75% (\$22,500)
27 allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA
28 Payments.

1 3.2.5.1. The Administrator will calculate each Individual PAGA
2 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
3 (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
4 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
5 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
6 owed on their Individual PAGA Payment.

7 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
9 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1. Class Workweeks. Defendant estimates there were 4,006 Workweeks during the
12 Class Period.

13 4.2. Class Data. Not later than fifteen (15) business days after the Court grants
14 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
15 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
16 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
17 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
18 Administrator employees who need access to the Class Data to effect and perform under this
19 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
20 that the Class Data omitted class member identifying information and to provide corrected or
21 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
22 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will
23 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
24 to missing or omitted Class Data.

25 4.3. Funding of Gross Settlement Amount. Defendant will fully fund the Gross
26 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
27 payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the
28 Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
2 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
3 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
4 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
5 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
6 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
7 Representative Service Payment will not precede disbursement of Individual Class Payments and
8 Individual PAGA Payments.

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

22 4.4.2. The Administrator must conduct a Class Member Address Search
23 for all Class Members whose checks are returned undelivered without USPS forwarding
24 addresses. Within seven (7) days of receiving a returned check the Administrator must re-
25 mail checks to the USPS forwarding address provided or to an address ascertained through
26 the Class Member Address Search. The Administrator need not take further steps to deliver
27 checks to Class Members whose re-mailed checks are returned as undelivered. The
28

1 Administrator will promptly send a replacement check to any Class Member whose original
2 check was lost or misplaced, requested by the Class Member prior to the void date.

3 4.4.3. For any Class Member whose Individual Class Payment check or
4 Individual PAGA Payment check is uncashed and cancelled after the void date, the
5 Administrator will transmit the funds represented by such checks to the Parties' selected *cy*
6 *pres* recipient, East Bay Community Law Center subject to the requirements of California
7 Code of Civil Procedure Section 384, subd. (b).

8 4.4.4. The payment of Individual Class Payments and Individual PAGA
9 Payments will not obligate Defendant to confer any additional benefits or make any
10 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond
11 those specified in this Agreement.

12 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
13 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
14 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

16 5.1. Plaintiff's Release. In exchange for the Class Representative Service Payment,
17 Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns generally, release and discharge Released Parties from any
19 and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
20 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and
21 expenses of any nature whatsoever, known or unknown, suspected or unsuspected, whether in
22 tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule,
23 ordinance or regulation, including but not limited to all claims arising out of, based upon, or
24 relating to her employment with Defendant or the remuneration for, or termination of, such
25 employment ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
26 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
27 benefits, social security benefits, or workers' compensation benefits that arose at any time.
28 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,

1 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
2 Plaintiff's Release will be and remain effective in all respects, notwithstanding such different or
3 additional facts or Plaintiff's discovery of them.

4 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section
5 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
6 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
7 reads:

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

13 5.1.2. Plaintiff's Covenant Not to Sue. Plaintiff covenants not to sue the
14 Released Parties for any of the claims released in Paragraphs 5.1, 5.1.1, 5.2, and 5.3 of this
15 Agreement, agrees not to participate in any class, collective, representative, or group action
16 that may include any of the released claims, and will affirmatively opt out of any such class,
17 collective, representative or group action. Plaintiff further agrees not to participate in, seek to
18 recover in, or assist in any litigation or investigation by other persons or entities against the
19 Released Parties, except as required by law.

20 5.2. Class Release by Participating Class Members: All Participating Class Members
21 shall release the Released Parties from all claims that were asserted or could have been asserted
22 based on the factual assertions in Plaintiff's Operative Class Complaint (*Pricilla Cooper v. Amtec*
23 *Human Capital, Inc., et al.*, Alameda County Superior Court, Case No. 23CV036357) and/or
24 Plaintiff's May 12, 2023 letter to the Labor and Workforce Development Agency, including but
25 not limited to claims for: failure to pay overtime; failure to pay minimum wages; meal period
26 violations; rest period violations; failure to provide suitable seating; inaccurate wage statements;
27 unlawful deductions; inaccurate records; unreimbursed business expenses, violation of California
28 Day of Rest Law; reporting time violations; sick leave violations; supplemental paid sick leave

1 violations; seating violations; failure to pay vested vacation time/paid time off; failure to pay all
2 wages due upon separation; Labor Code sections 201-204, 216, 221-223, 226, 226.7, 227.3, 245-
3 248.6, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198,
4 1199, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, 6432, all applicable Wage Orders, violations
5 of the Fair Credit Reporting Act, 15 U.S.C. sections 1681 *et seq.*; violations of the Investigative
6 Consumer Reporting Agencies Act, California Civil Code section 1786 *et seq.*; violations of the
7 Consumer Credit Reporting Agencies Act, California Civil Code section 1785.1 *et seq.*; any and
8 all alleged violations of law related to the misuse, misappropriation, or unlawful procurement of a
9 background check or credit check; and failure to provide a safe and healthful workplace (the
10 “Released Class Claims”).

11 5.3. PAGA Release by LWDA: Plaintiff, serving as a proxy of the LWDA, will release
12 the LWDA’s PAGA claims as to all Participating and Non-Participating Class Members who are
13 Aggrieved Employees regardless of whether Aggrieved Employees opt out of the class action,
14 such that any Non-Participating Class Member who is an Aggrieved Employee would be
15 precluded from serving as a proxy or agent of the LWDA for the same PAGA claims being
16 release herein. (Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664, 692 fn. 12 [a PAGA plaintiff
17 “represents a single principal — the LWDA”]; see also, e.g., Adolph v. Uber Techs., Inc. (2023)
18 14 Cal. 5th 1104, 1113; Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 81.) The
19 PAGA Release provided will release Released Parties from all claims for PAGA penalties that
20 were alleged in the Operative PAGA Complaint (*Pricilla Cooper v. Amtec Human Capital, Inc.,*
21 *et al.*, Alameda County Superior Court, Case No. 23CV038864)) and/or Plaintiff’s May 12, 2023
22 letter to the Labor and Workforce Development Agency, including but not limited to any and all
23 claims involving any and all alleged or actual failures to timely, fully, properly, or completely pay
24 any minimum wages, regular wages, overtime premium wages, double time wages, meal or rest
25 period premium wages, or other wages owed; any and all alleged or actual failures to comply with
26 meal or rest period requirements; any and all alleged or actual failures to provide proper, accurate,
27 timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or
28 actual failures to fully or properly reimburse or indemnify for any and all employment-related

1 expenses; any and all alleged or actual failure to provide suitable seating; any and all alleged or
2 actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing
3 employee; any and all alleged or actual failures to timely pay all wages, or compensation owed
4 during employment; any and all alleged or actual failures to provide employees with one day of
5 rest in accordance with California law; any and all alleged or actual failures to provide notice of
6 workplace rights and/or provide and pay all sick time, including supplemental paid sick leave,
7 leave in accordance with California law; any and all alleged or actual failures to pay vested
8 vacation or paid time off in accordance with California law; any and all alleged or actual failures
9 to keep accurate records; any and all alleged or actual unlawful deductions made from paychecks;
10 any and all alleged or actual inquiries into criminal history in violation of California law,
11 including any actual or alleged unlawful criminal or financial background checks; any and all
12 employment agreements with unlawful terms or provisions, including but not limited to non-
13 solicitation clauses, non-competes, and PAGA waivers; and any and all alleged or actual failures
14 to pay any interest or penalties owed as a result of any and all of the foregoing (the “Released
15 PAGA Claims”). For avoidance of doubt, the Released PAGA Claims include, but are not limited
16 to, alleged or actual violations of Labor Code sections 98, 201-203, 210, 204, 216, 218.5, 221-
17 223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 551,
18 552, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
19 2802, 2804, 2810.5, all applicable Wage Orders, and California Business & Professions Code.
20 Plaintiff and the LWDA will release Defendant and the Released Parties from all remedies that
21 could be claimed in connection with the Released PAGA Claims including but not limited to
22 statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
23 attorneys’ fees, litigation costs, restitution, and equitable relief.

24 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
25 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies
26 with the Court’s current checklist for Preliminary Approvals, if any.

27 6.1. Plaintiff’s Responsibilities. At least five (5) court days ahead of the filing
28 deadline, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for

1 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support,
2 of the Motion for Preliminary Approval that includes an analysis of the Settlement under
3 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699,
4 subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
5 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
6 attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to
7 serve; competency; operative procedures for protecting the security of Class Data; amounts of
8 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
9 relevant to any actual or potential conflicts of interest with Class Members; and the nature and
10 extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
11 declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts
12 relevant to any actual or potential conflicts of interest with Class Members and/or the
13 Administrator; (v) a signed declaration from Class Counsel attesting to its competency to
14 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
15 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
16 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
17 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
18 Members and the Administrator. Plaintiff and Class Counsel Declarations will aver that they are
19 not aware of any other pending matter or action asserting claims that will be extinguished or
20 adversely affected by the Settlement of the Action.

21 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
23 than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date
24 for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
25 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s
26 Preliminary Approval to the Administrator.

27 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
28 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

1 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
2 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
3 Preliminary Approval or conditions Preliminary Approval on any material change to this
4 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
5 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
6 otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

8 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
9 Settlement Administration to serve as the Administrator and verified that, as a condition of
10 appointment, Phoenix Class Action Settlement Administration agrees to be bound by this
11 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
12 payment of Administration Expenses. The Parties and their Counsel represent that they have no
13 interest or relationship, financial or otherwise, with the Administrator other than a professional
14 relationship arising out of prior experiences administering settlements.

15 7.2. Employer Identification Number. The Administrator will have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and
17 providing reports state and federal tax authorities.

18 7.3. Qualified Settlement Fund. The Administrator will establish a settlement fund that
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
20 section 468B-1.

21 7.4. Notice to Class Members.

22 7.4.1. No later than fifteen (15) business days after Defendant receives
23 notice that preliminary approval has been granted, Defense Counsel is to deliver the Class
24 Data to the Administrator. No later than three (3) business days after receipt of the Class
25 Data, the Administrator will notify Class Counsel that the list has been received and state the
26 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

27 7.4.2. Using best efforts to perform as soon as possible, and in no event
28 later than fourteen (14) days after receiving the Class Data, the Administrator will send to all

1 Class Members identified in the Class Data, via first-class United States Postal Service
2 (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as
3 Exhibit A. The first page of the Class Notice will prominently estimate the dollar amounts of
4 any Individual Class Payment and/or Individual PAGA Payment payable to the Class
5 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
6 calculate these amounts. Before mailing Class Notices, the Administrator will update Class
7 Member addresses using the National Change of Address database.

8 7.4.3. Not later than three (3) business days after the Administrator’s
9 receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-
10 mail the Class Notice using any forwarding address provided by the USPS. If the USPS does
11 not provide a forwarding address, the Administrator will conduct a Class Member Address
12 Search, and re-mail the Class Notice to the most current address obtained. The Administrator
13 has no obligation to make further attempts to locate or send Class Notice to Class Members
14 whose Class Notice is returned by the USPS a second time.

15 7.4.4. The deadlines for Class Members’ written objections, Challenges to
16 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional
17 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all
18 Class Members whose notice is re-mailed. The Administrator will inform the Class Member
19 of the extended deadline with the re-mailed Class Notice.

20 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or
21 otherwise discovers any persons who believe they should have been included in the Class
22 Data and should have received Class Notice, the Parties will expeditiously meet and confer in
23 person or by telephone, and in good faith in an effort to agree on whether to include them as
24 Class Members. If the Parties agree, such persons will be Class Members entitled to the
25 same rights as other Class Members, and the Administrator will send, via email or overnight
26 delivery, a Class Notice requiring them to exercise options under this Agreement not later
27 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class
28 Notice, whichever are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves (opt-out of) the
3 Class Settlement must send the Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than sixty (60) days after the Administrator mails the Class
5 Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-
6 mailed). A Request for Exclusion is a letter from a Class Member or his/her representative
7 that reasonably communicates the Class Member's election to be excluded from the
8 Settlement and includes the Class Member's name, address and email address or telephone
9 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked
10 by the Response Deadline.

11 7.5.2. The Administrator may not reject a Request for Exclusion as invalid
12 because it fails to contain all the information specified in the Class Notice. The
13 Administrator will accept any Request for Exclusion as valid if the Administrator can
14 reasonably ascertain the identity of the person as a Class Member and the Class Member's
15 desire to be excluded. The Administrator's determination will be final and not appealable or
16 otherwise susceptible to challenge. If the Administrator has reason to question the
17 authenticity of a Request for Exclusion, the Administrator may demand additional proof of
18 the Class Member's identity. The Administrator's determination of authenticity will be final
19 and not appealable or otherwise susceptible to challenge.

20 7.5.3. Every Class Member who does not submit a timely and valid
21 Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
22 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
23 Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of
24 whether the Participating Class Member actually receives the Class Notice or objects to the
25 Settlement.

26 7.5.4. Every Class Member who submits a valid and timely Request for
27 Exclusion is a Non-Participating Class Member and will not receive an Individual Class
28 Payment or have the right to object to the class action components of the Settlement.

1 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment,
2 Non-Participating Class Members who are Aggrieved Employees are deemed to release the
3 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA
4 Payment.

5 7.6. Challenges to Calculation of Workweeks. Each Class Member will have sixty (60)
6 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
7 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
8 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
9 Member may challenge the allocation by communicating with the Administrator via fax, email or
10 mail. The Administrator must encourage the challenging Class Member to submit supporting
11 documentation. In the absence of any contrary documentation, the Administrator is entitled to
12 presume that the Workweeks contained in the Class Notice are correct so long as they are
13 consistent with the Class Data. The Administrator's determination of each Class Member's
14 allocation of Workweeks and/or Pay Periods will be final and not appealable or otherwise
15 susceptible to challenge. The Administrator will promptly provide copies of all challenges to
16 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
17 Administrator's determination the challenges.

18 7.7. Objections to Settlement.

19 7.7.1. Only Participating Class Members may object to the class action
20 components of the Settlement and/or this Agreement, including contesting the fairness of the
21 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment and/or Class Representative Service Payment.

23 7.7.2. Participating Class Members may send written objections to the
24 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
25 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
26 Final Approval Hearing. A Participating Class Member who elects to send a written
27 objection to the Administrator must do so not later than sixty (60) days after the
28

1 Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class
2 Members whose Class Notice was re-mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of
4 the class action components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks
6 to be performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator
8 will establish and maintain and use an internet website to post information of interest to Class
9 Members including the date, time, and location for the Final Approval Hearing and copies of
10 the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the
11 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
12 Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the
13 Final Approval, and the Judgment. The Administrator will also maintain and monitor an
14 email address and a toll-free telephone number to receive Class Member calls, faxes, and
15 emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The
17 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain
18 their validity. Not later than five (5) days after the expiration of the deadline for submitting
19 Requests for Exclusion, the Administrator will email a list to Class Counsel and Defense
20 Counsel containing (a) the names and other identifying information of Class Members who
21 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
22 other identifying information of Class Members who have submitted invalid Requests for
23 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid
24 or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis,
26 provide written reports to Class Counsel and Defense Counsel that, among other things, tally
27 the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
28 Requests for Exclusion (whether valid or invalid) received, objections received, challenges to

1 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual
2 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports
3 must include the Administrator’s assessment of the validity of Requests for Exclusion and
4 attach copies of all Requests for Exclusion and objections received.

5 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has
6 the authority to address and make final decisions consistent with the terms of this Agreement
7 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
8 Administrator’s decision will be final and not appealable or otherwise susceptible to
9 challenge.

10 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days
11 before the date by which Plaintiff is required to file the Motion for Final Approval of the
12 Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
13 declaration suitable for filing in Court attesting to its due diligence and compliance with all
14 of its obligations under this Agreement, including, but not limited to, its mailing of Class
15 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts
16 to locate Class Members, the total number of Requests for Exclusion from Settlement it
17 received (both valid or invalid), the number of written objections and attach the Exclusion
18 List. The Administrator will supplement its declaration as needed or requested by the Parties
19 and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in
20 Court.

21 7.8.6. Final Report by Settlement Administrator. Within ten (10) days
22 after the Administrator disburses all funds in the Gross Settlement Amount, the
23 Administrator will provide Class Counsel and Defense Counsel with a final report detailing
24 its disbursements by employee identification number only of all payments made under this
25 Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator
26 will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable
27 for filing in Court attesting to its disbursement of all payments required under this
28 Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

1 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Defendant has estimated
2 that the Settlement Class Members worked 4,406 weeks during the Class Period. To the extent
3 that the number of Workweeks in the Class Period is found to exceed 4,406 by more than 10%
4 (i.e. 400 weeks above and beyond the 4,406), Defendant has the option to increase the Gross
5 Settlement Amount proportionally for any Workweek above the 10%, or to set the Class Period
6 end date to a date at which the number of Workweeks reached 4,406.

7 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
8 Exclusion exceeds 10% of the total of all Class Members, Defendant may, but is not obligated,
9 elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the
10 Settlement will be void ab initio, have no force or effect whatsoever, and that neither Party will
11 have any further obligation to perform under this Agreement; provided, however, Defendant will
12 remain responsible for paying all Settlement Administration Expenses incurred to that point.
13 Defendant must notify Class Counsel and the Court of its election to withdraw not later than
14 seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
15 elections will have no effect.

16 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
17 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
18 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
19 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion
20 for Final Approval"). Plaintiff will provide drafts of these documents to Defense Counsel not
21 later than five (5) court days prior to filing the Motion for Final Approval. Class Counsel and
22 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith,
23 to resolve any disagreements concerning the Motion for Final Approval.

24 10.1. Response to Objections. Each Party retains the right to respond to any objection
25 raised by a Participating Class Member, including the right to file responsive documents in Court
26 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
27 accepted by the Court.
28

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
7 Payment and/or Administrator Expenses Payment will not constitute a material modification to
8 the Agreement within the meaning of this paragraph.

9 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

24 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement will be null and void. The Parties will nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

1 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
2 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
3 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
4 will not constitute a material modification of the Judgment within the meaning of this paragraph,
5 as long as the Gross Settlement Amount remains unchanged.

6 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
7 Procedure section 384, the Parties will work together in good faith to jointly submit and a
8 proposed amended judgment.

9 **12. ADDITIONAL PROVISIONS.**

10 12.1. No Admission of Liability, Class Certification or Representative Manageability for
11 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or should be construed as an admission by
13 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has
14 any liability for any claims asserted; nor should it be intended or construed as an admission by
15 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
16 certification and representative treatment is for purposes of this Settlement only. If, for any
17 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
18 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
19 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
20 for class certification on any grounds available and to contest Defendant's defenses. The
21 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on,
22 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
23 effectuate the Settlement and this Agreement).

24 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
25 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
26 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
27 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
28 directly or indirectly, specifically or generally, to any person, corporation, association,

1 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
2 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
3 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
4 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
5 government agency. Each Party agrees to immediately notify each other Party of any judicial or
6 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
7 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
8 other communication, before the filing of the Motion for Preliminary Approval, with any third
9 party regarding this Agreement or the matters giving rise to this Agreement except to respond
10 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
11 Counsel's communications with Class Members in accordance with Class Counsel's ethical
12 obligations owed to Class Members.

13 12.3. No Solicitation. The Parties separately agree that they and their respective counsel
14 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
15 appeal from the Judgment. Nothing in this paragraph will be construed to restrict Class Counsel's
16 ability to communicate with Class Members in accordance with Class Counsel's ethical
17 obligations owed to Class Members.

18 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
19 Agreement together with its attached exhibits will constitute the entire agreement between the
20 Parties relating to the Settlement, superseding any and all oral representations, warranties,
21 covenants, or inducements made to or by any Party.

22 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
23 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
25 effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

27 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use
28 their best efforts, in good faith, to implement the Settlement by, among other things, modifying

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

6 12.7. No Prior Assignments. The Parties separately represent and warrant that they have
7 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

10 12.7.1. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor
11 Defense Counsel are providing any advice regarding taxes or taxability, nor will anything in
12 this Settlement be relied upon as such within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 12.7.2. Modification of Agreement. This Agreement, and all parts of it,
15 may be amended, modified, changed, or waived only by an express written instrument signed
16 by all Parties or their representatives, and approved by the Court.

17 12.7.3. Agreement Binding on Successors. This Agreement will be binding
18 upon, and inure to the benefit of, the successors of each of the Parties.

19 12.7.4. Applicable Law. All terms and conditions of this Agreement and its
20 exhibits will be governed by and interpreted according to the internal laws of the state of
21 California, without regard to conflict of law principles.

22 12.7.5. Cooperation in Drafting. The Parties have cooperated in the
23 drafting and preparation of this Agreement. This Agreement will not be construed against
24 any Party on the basis that the Party was the drafter or participated in the drafting.

25 12.7.6. Confidentiality. To the extent permitted by law, all agreements
26 made, and orders entered during Action and in this Agreement relating to the confidentiality
27 of information will survive the execution of this Agreement.
28

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

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

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

12.7.10. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

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

12.9. Dismissal of Clorox Defendants. Plaintiff agrees that the Agreement will fully resolve all claims brought in the Action against all named Defendants. In seeking approval of the settlement, Plaintiff will seek a dismissal of the entire Action, including all claims being brought against The Clorox Company and The Clorox International Company, with prejudice as to Plaintiff, Participating Class Members who are bound by the Class Release, and Aggrieved Employees who are bound by the PAGA Release, and without prejudice otherwise.

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

APPROVED AS TO FORM AND CONTENT:

Dated: 11/15/2024, 2024

PRICILLA COOPER



Dated: Nov 15, 2024, 2024

AMTEC HUMAN CAPITAL, INC.


Stephani Jensen (Nov 15, 2024 08:39 PST)

By: Stephani Jensen

Title: HR Director

APPROVED AS TO FORM ONLY:

Dated: November 15, 2024

CROSNER LEGAL, PC



Brandon Brouillette, Esq.

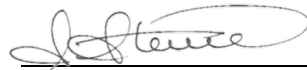
Zach Crosner, Esq.

Attorneys for Plaintiff Pricilla Cooper, on behalf of themselves and all others similarly situated

Dated: November 15, 2024

**ATKINSON, ANDELSON, LOYA, RUUD
& ROMO**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Susan M. Steward, Esq.
Nicholas T. Spencer, Esq.
Attorneys for Defendant Amtec Human Capital, Inc.