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(Cont. on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

YUDIT CUIEL, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

v.

MOTIVATIONAL MARKETING LLC, a
California Limited Liability Company;
VENSURE HR, INC., an Arizona corporation,
and ASC STAFFING GROUP LLC, a
California Limited Liability Company, and,
DOES 1 through 50, inclusive,

Defendants.

) Case No. CIVSB2310932, CIVSB2317884

)

) Assigned for All Purposes To:

) Judge: Hon. Joseph T. Ortiz

) Dept: S17 - SBJC

)

) Related Cases: CIVSB2120359;

) CIVSB2313893; CIVSB2317884

) **STIPULATION OF CLASS ACTION AND**
) **PAGA SETTLEMENT**

) Action Filed: May 17, 2023

)

IVETTE AGUILAR, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

MOTIVATIONAL MARKETING LLC, a
California Corporation, VENSURE HR, INC.,
and DOES 1 through 50 inclusive,

Defendants.

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STIPULATION OF SETTLEMENT

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STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED by and between Plaintiffs Yudit Curiel and Ivette Aguilar, in their individual capacities, as class representatives, and as private attorneys general (“Plaintiffs”), on the one hand, and Defendants Motivational Marketing, LLC (“Motivational”), Vensure HR, Inc. (“Vensure”), and ASC Staffing Group, LLC (“ASC”) (“Defendants”) on the other hand, and subject to the approval of the Court, that the above-captioned actions are hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Settlement (“Stipulation”), and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

I. DEFINITIONS

To the extent any terms or phrases used in this Stipulation are not specifically defined in this section I, but are defined elsewhere in this Stipulation, they are incorporated herein by this reference.

1. **Actions** mean the class actions and PAGA actions pending in the Superior Court of State of California, County of San Bernardino, as follows: *Yudit Curiel v. Motivational Marketing, LLC, et al.*, Case No. CIVSB2310932 and *Ivette Aguilar v. Motivational Marketing, LLC et al.*, Case No. CIVSB2317884. (the “Actions”)

2. **Class Counsel** means counsel for the Plaintiffs, Jose Garay of Jose Garay, APLC.

3. **Class Counsel Award** means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action (up to 33 1/3% of the Gross Settlement Amount), in the amount of \$100,000.00, plus Class Counsel’s expenses and costs reasonably incurred in connection with the Action in the amount not to exceed \$25,000.00, both to be paid out of the Gross Settlement Amount.

4. **Class Information** means information regarding Class Members that Motivational, Vensure, and ASC shall in good faith compile from their records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be transmitted in electronic form and shall include: each Class Member’s full name, last known

1 address, Social Security Number, and total number of Compensable Pay Periods.

2 **5. Class Members** means Curiel, Aguilar and all current and former non-exempt
3 employees of Motivational, Vensure, and ASC that worked at Motivational's facilities at any time
4 during the Class Period defined below.

5 **6. Class Notice** means the Notice of Class Action Settlement, substantially in the form
6 attached hereto as Exhibit 1, including English and Spanish translations, which shall be subject to
7 Court approval, and which the Settlement Administrator shall mail to each Class Member
8 explaining the terms of the Settlement. The Class Notice will set forth the Class Member's total
9 number of Compensable Pay Periods and estimated Individual Settlement Award.

10 **7. Class Period** means the period from August 29, 2022 through the date the Court
11 grants Preliminary Approval of the Settlement. Plaintiff Curiel filed her Complaint on May 18,
12 2023. Plaintiff Aguilar filed her Complaint on August 24, 2023. The Parties acknowledge and
13 agree that Motivational previously entered into a settlement agreement in the related case of
14 *Zamudio v. Motivational Marketing Inc., et al*, Case No. CIVSB2120359, with Motivational's
15 direct employees (and others) wherein Motivational's direct employees waived and released
16 (among other things) the same theories of liability alleged in the Actions, the covered period of the
17 Zamudio Settlement is July 12, 2017 *through* August 28, 2022.

18 **8. Compensable Pay Periods** means the total number of pay periods during which a
19 Class Member worked at Motivational's facilities during the Class Period. The Compensable Pay
20 Periods shall be calculated commencing from August 29, 2022. Each Class Member's number of
21 Compensable Pay Periods will be used to calculate the amount of his or her pro rata Individual
22 Settlement Award. Compensable Pay Periods may be based on either: (1) weeks during which at
23 least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation
24 dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt
25 and exempt status.

26 **9. Defendants** means Motivational, Vensure, and ASC.

27 **10. Effective Date** means the date by which the last of the following has occurred: (1)
28 the Stipulation has been executed by all Parties and Class Counsel; (2) the Court has granted

1 preliminary approval of the Settlement; (3) the Class Notice has been sent to the Class Members
2 providing them with an opportunity to object to the terms of the Settlement; (4) the Court has held
3 a Final Approval Hearing, entered a Final Order and Judgment, and approved the Settlement, and
4 no objections have been filed; or if an objection has been filed, and (5) five business days after the
5 period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Order
6 and Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed.
7 For purposes of determining the Effective Date, the parties agree that only California Courts have
8 jurisdiction over any such appeals, except for any appellate procedure over which the United States
9 Supreme Court may exercise jurisdiction.

10 **11. Employer's Share of Payroll Taxes** means Motivational, ASC, and Vensure's
11 share of payroll taxes (including but not limited to FICA and FUTA) on the portion of the
12 Individual Settlement Awards that constitute wages, up to a maximum wage allocation of twenty
13 percent (20%), which is to be paid to the Settlement Administrator apart from and in addition to the
14 Gross Settlement Amount.

15 **12. Final Approval Hearing** means the hearing to be conducted by the Court after
16 Plaintiffs file an appropriate motion, and following appropriate notice to the Class Members, at
17 which time Plaintiffs will request that the court finally approve the fairness, reasonableness and
18 adequacy of the terms and conditions of Settlement, enter the Final order and Judgment, and take
19 other appropriate action.

20 **13. Final Order and Judgment** means the order and judgment to be entered by the
21 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
22 Parties and Participating Class Members.

23 **14. Gross Settlement Amount** refers to the sum of Three Hundred Thousand Dollars
24 (\$300,000.00). ASC shall be responsible for payment of one half of the Gross Settlement Amount;
25 Motivational shall be responsible for payment of the other half of the Gross Settlement Amount.
26 The Gross Settlement Amount includes all Individual Settlement Awards to Class Members,
27 PAGA Group Member Payments, the Settlement Administration Costs, the Class Counsel Award,
28 the Service Award, and the PAGA payment to the LWDA. The Gross Settlement Amount does not

1 include the Employers' Share of Payroll Taxes, which shall be paid separately and apart from the
2 Gross Settlement Amount. ASC and Motivational shall remit their proportionate share of Payroll
3 Taxes to the Settlement Administrator for the Settlement Administrator to pay on their behalf.
4 ASC and Motivational shall pay their portion of the Gross Settlement Amount to the Settlement
5 Administrator within fifteen (15) calendar days of the Effective Date.

6 **15. Individual Settlement Award** means the amount payable from the Net Settlement
7 Amount to each Class Member.

8 **16. LWDA** means the California Labor & Workforce Development Agency.

9 **17. Net Settlement Amount** means the Gross Settlement Amount less the following
10 amounts subject to approval by the Court: the Class Counsel Award, Settlement Administration
11 Costs, the Service Award to Curiel and Aguilar, PAGA Group Member Payments, and the PAGA
12 payment to the LWDA.

13 **18. Notice of Objection** means a Class Member's written objection to the Settlement.

14 **19. Notice Packet** means the packet of documents which shall be mailed to all Class
15 Members by the Settlement Administrator, which shall include the Class Notice (Exhibit 1),
16 Exclusion Form (Exhibit 2) and Objection Form (Exhibit 3).

17 **20. PAGA** means the Labor Code Private Attorneys General Act of 2004, California
18 Labor Code §§ 2698, et seq.

19 **21. PAGA Amount** means \$30,000.00 of the Gross Settlement Amount payable as
20 PAGA civil penalties, 75% of which, or \$22,500.00, will be payable to the LWDA for its share of
21 PAGA penalties, and the remaining 25% or \$7,500.00, will be payable to PAGA Group Members
22 based on total Compensable Pay Periods worked during the PAGA Period (PAGA Group Member
23 Payments).

24 **22. PAGA Period** means August 29, 2022 through the date the Court grants
25 Preliminary Approval of Settlement. The Parties acknowledge and agree that Motivational
26 previously entered into a settlement agreement in the related case of *Zamudio v. Motivational*
27 *Marketing Inc., et al*, Case No. CIVSB2120359, with Motivational's direct employees (and others)
28 wherein Motivational's direct employees waived and released (among other things) the same

1 theories of liability alleged in this Action, the PAGA Period of the Zamudio Settlement is July 15,
2 2020 *through* August 28, 2022.

3 **23. PAGA Group Member** means all persons who are or were previously employed in
4 California by any of the Defendants as non-exempt employees that worked at Motivational's
5 facilities at any point from August 29, 2022 through the date of Preliminary Approval of
6 Settlement.

7 **24. PAGA Group Member Payments** means each PAGA Group Member's pro rata
8 share of PAGA penalties based on Compensable Pay Periods.

9 **25. PAGA Released Claims** means all claims which Plaintiffs and aggrieved
10 employees have alleged or could have alleged based on the facts and theories asserted in the PAGA
11 Notice letters and pleadings. These include claims under Labor Code Sections 201-204, 206, 208,
12 226, 226.3, 226.7, 227.3, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2100-2112, 2802, 2698 *et*
13 *seq.*, California Code of Civil Procedure 1021.5, California Business & Professions Code § 17200
14 *et seq.*, Industrial Wage Commission Wage Orders, California Code of Regulations, 8 CCR 3395-
15 3396, and all applicable local minimum wage ordinances in effect throughout California.

16 **26. Parties** means Plaintiffs and Defendants.

17 **27. Participating Class Member** means a Class Member who does not opt out of the
18 Settlement of the Class Released Claims by submitting a timely and valid Exclusion Form or
19 otherwise excluding themselves from the Settlement in accordance with this Stipulation.

20 **28. Preliminary Approval Order** means the order to be issued by the Court approving
21 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date
22 of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
23 Stipulation, among other things.

24 **29. Class Released Claims** means all claims, rights, demands, liabilities, damages,
25 attorneys' fees, costs, and causes of action of every nature and description, which Plaintiffs, the
26 Class and/or any Class Member have asserted against any of the Released Parties based on the facts
27 alleged prior to the Court's approval of this Settlement, arising out of, relating to, or in connection
28 with any act or omission by or on the part of any or all of the Released Parties, including but not

1 limited to statutory, regulatory, constitutional or common law claims for failure to pay all wages
2 including minimum, regular, overtime and double time wages; failure to provide meal periods;
3 failure to provide rest periods; failure to reimburse and indemnify for necessary business
4 expenditures; failure to provide accurate itemized wage statements; failure to provide waiting time
5 penalties; unfair business practices; enforcement of Private Attorneys General Act of 2004; failure
6 to pay all hours worked; failure to pay all wages due upon separation of employment; failure to pay
7 legal rate for vacation pay; failure to pay vested vacation pay; failure to pay premium pay; unlawful
8 systematic quota and production demands; violations of Section 15 of the IWC Wage Orders which
9 require adequate and safe temperature controls; unlawful rounding, editing, and/or incorrect time
10 input; off the clock work; waiting time; failure to pay split shift premiums; failure to pay split shift
11 interval; failure to pay reporting time pay; failure to pay correct legal wages for bonus pay and
12 vacation pay; violations of Labor Code §§ 201-204, 206, 208, 226, 226.3, 226.7, 227.3, 510, 512,
13 1182.12, 1194, 1194.2, 1197, 1198, 2100-2112, 2802, 2698 *et seq*, California Code of Civil
14 procedure 1021.5, California Business & Professions Code § 17200 *et seq.*, IWC Wage orders, and
15 all applicable local minimum wage ordinances in effect throughout California.

16 **30. Released Parties** means Motivational. Vensure, and ASC and their past, present and
17 future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders,
18 owners, officers, directors, employees, agents, principals, heirs, trustees, attorneys, accountants,
19 auditors, consultants, representatives, administrators, fiduciaries, beneficiaries, subrogees,
20 executors, partners and privies.

21 **31. Response Deadline** means that date that is sixty (60) days after the Settlement
22 Administrator mails the Notice Packet to Class Members, and the last date on which Class
23 Members may submit an Exclusion Form (Exhibit 2) or an Objection Form (Exhibit 3).

24 **32. Service Award** means the amount that the Court authorizes to be paid to Plaintiffs
25 in recognition of Plaintiffs' efforts and the risks in assisting with the prosecution of the Action.

26 **33. Settlement** means the final and complete disposition of the Actions pursuant to the
27 terms of this Stipulation.

28 **34. Settlement Administration Costs** means the reasonable costs and fees of

administration of the Settlement to be paid from the Gross Settlement Amount, including but not limited to: (i) printing, mailing and remailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Class Members, the Parties, and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing the Settlement Award, the Class Counsel Award, and the PAGA payment to the LWDA; (iv) receiving and processing Exclusion Forms, Objections Forms, and disputes from Class Members regarding Compensable Workweeks; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement; (vii) preparing and submitting filings required by law in connection with the payments required by the Settlement; and (viii) maintaining a settlement website.

35. Settlement Administrator means Phoenix Administration.

II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS

36. Discovery, Investigation and Research. The Parties investigated law and facts throughout the Curiel and Aguilar Actions. Investigation included the exchange of information under informal discovery. Plaintiffs and Defendants prepared for and attended a full-day mediation session with esteemed mediator Mike Young. Plaintiffs and Defendants fully briefed their legal and factual positions in confidential mediation briefs submitted to Mike Young in advance of the mediation and further engaged in a substantive all counsel call with Mike Young prior to the mediation session. The Parties did not settle at the mediation session. With the assistance of Mike Young, the Parties continued their negotiations following the mediation session and Mike Young circulated a mediator's proposal, which the Parties accepted, and with regard to which the parties executed a Memorandum of Understanding.

37. The Parties investigated relevant law as applied to the facts of the pending claims, potential defenses and damages claimed by Plaintiffs on behalf of themselves and the Class, Class Members, and PAGA Group Members. The exchange of information largely focused on Plaintiffs' allegations that Class and PAGA Group Members were not paid all wages owed including minimum, regular, overtime and double time wages; were not provided meal periods; were not

1 provided rest periods; were not reimbursed and indemnified for necessary business expenditures;
2 were not provided accurate itemized wage statements; were not provided waiting time penalties;
3 subject to unfair business practices; subject to violations of the Private Attorneys General Act of
4 2004; were not paid for all hours worked; were not paid all wages due upon separation of
5 employment; were not paid the legal rate for vacation pay; were not paid vested vacation pay; were
6 not paid premium pay; were subjected to unlawful systematic quota and production demands; were
7 subjected to violations of Section 15 of the IWC Wage Orders which require adequate and safe
8 temperature controls; were subject to unlawful rounding, editing, and/or incorrect time input;
9 worked off the clock; were not paid waiting time; were not paid split shift premiums; were not paid
10 for split shift interval; were not paid reporting time pay; and were not paid correct legal wages for
11 bonus pay and vacation pay.

12 **38. Allegations of the Class and PAGA Group Representatives and Benefits of**
13 **Settlement.** The Parties entered into this Stipulation after arm's length bargaining by the Parties
14 with the assistance of Mike Young and after Plaintiffs' counsel thoroughly reviewed all available
15 evidence. The information exchanged between the Parties allowed them to assess the merits of the
16 claims and defenses, and to reach a compromise of the issues.

17 39. Plaintiffs and Class Counsel contend the claims asserted in the Action have merit.
18 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
19 considered the uncertain outcome and risks of litigation, and the difficulties and delays inherent in
20 such litigation. Class Counsel also considered the existence of alleged arbitration agreements
21 signed by putative class members, the impact of prior settlements on the proposed claims, potential
22 difficulty maintaining the Action as a class action, and the likelihood of appeals. In addition, Class
23 Counsel considered Defendants' numerous defenses. The Parties understand their risks associated
24 with the case and the potential claims and defenses.

25 40. Class Counsel determined this Stipulation confers substantial benefit to the Class
26 and PAGA Group Members and respectfully submits an independent review by the Court will
27 confirm this conclusion. Class Counsel has determined that this Stipulation is in the best interests
28 of Plaintiffs and Class and PAGA Group Members.

1 proposed Motion reasonably in advance of its filing for comment and feedback.

2 44. **Settlement Administrator.** The Settlement Administrator will handle: (1)
3 preparing, printing and mailing simultaneously the Notice of Settlement, which will include a
4 Notice of Class Action and PAGA Settlement, in substantially the same form as the attached
5 **Exhibit 1** (the “Class Notice”) in both English and Spanish; (2) receiving and reviewing any opt-
6 outs; (3) calculating payments under the settlement; (4) handling inquiries from Class Members
7 and PAGA Group Members concerning the Notice Packet; (5) resolving any Pay Period disputes;
8 (6) providing weekly status reports to Defendants’ counsel and Class Counsel regarding the
9 mailings, opt-outs, and settlement payments (although the Settlement Administrator shall not
10 provide any identifying information regarding opt-outs to Class Counsel); (7) distributing
11 settlement payments to Class Members, PAGA Group Members and payment to other entities
12 identified under the terms of this Stipulation; (8) providing due diligence declarations for
13 submission to the Court, as needed; (9) printing and providing Class Members and Plaintiffs’ with
14 tax forms as required under this Joint Stipulation and applicable law, and providing copies of the
15 same to Defendants; (10) translating the Notice Packet to Spanish; and (11) sending, and/or
16 responding to submissions of opt-outs, or contact information updates; and (12) such other tasks as
17 the Parties mutually agree or the Court orders the Settlement Administrator to perform.

18 45. The Settlement Administrator will skip trace and re-mail all returned, undeliverable
19 mail within seven (7) days of receiving notice the mailing was undeliverable. The Settlement
20 Administrator will also handle payments to Plaintiffs for the Service Award , individual settlement
21 amounts, payment of Class Counsel’s attorney fees and costs as approved by the Court, and
22 payment of PAGA penalties to the LWDA. The Settlement Administrator will also handle the
23 distribution of any remaining amounts from uncashed checks in accordance with the procedures set
24 forth below. Settlement Administrator’s Fees are to be paid from the Gross Settlement Amount.

25 46. **Notice to Class Members.** Notice will be provided to Class Members as follows:
26 Within 30 calendar days of Preliminary Approval, Defendants will provide the Settlement
27 Administrator with the following information about each Class Member and PAGA Group
28 Member: (1) name; (2) last known mailing address and telephone number; (3) Social Security

Number; (4) dates of employment; and (5) total pay Compensable Pay Periods (collectively, “Class Data”). Within 14 days after the Settlement Administrator’s receipt of the Class Data, the Settlement Administrator will calculate the estimated payout to the individual Class Members and PAGA Group Members based on the assumption that all Class Members and PAGA Group Members participate in the Settlement, and it will mail the Notice Packet to such Class Members and PAGA Group Members via First Class Regular U.S. Mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. It will be conclusively presumed that the Class Member or PAGA Group Member received the Notice Packet if the Notice Packet has not been returned within 30 days of mailing. If a new address is obtained by way of a returned Notice Packet or otherwise, then the Settlement Administrator will promptly forward the original Notice Packet to the updated address via First Class regular U.S. Mail, along with a cover letter advising the Class Member that their opt out period has been extended an additional fifteen (15) days from the remailing. Upon completion of these steps by the Settlement Administrator, the Parties will be deemed to have satisfied their obligation to provide notice of the settlement to Class Members and PAGA Group Members and the requirements of due process. Such persons will be bound by all terms of the Stipulation (including the release) and the court’s order and final judgment unless they validly opt-out of the Class. Class Members who receive a re-mailed Notice Pack shall have his/her opt out period extended an additional 15 days. All re-mailed Notice Packets shall be accompanied by a cover letter advising the Class Member that his/her opt-out period has been extended 15 days on account of the re-mailing.

47. The Settlement Administrator shall at all times maintain and protect the confidentiality of Class Member and PAGA Group Member data and identifying information and shall not, absent court order requiring otherwise, disclose any Class Member or PAGA Group Member data or identifying information to any other than the employing Defendant of said Class Member(s) or PAGA Group Member(s).

48. **Procedure for Opting-Out of Class.** Class Members who wish to exclude themselves from the Class settlement must mail the Settlement Administrator a signed and dated

document requesting exclusion from the Class within 45 calendar days after the date the Notice Packet was mailed (the “Class Member Exclusion Deadline”), or as extended in the case of re-mailed Notice Packets (i.e., an additional 15 days), unless the Court orders otherwise. Requests for exclusion should be made in writing, indicate the Class Member’s first and last name, and employee identification number or last four digits of the Class Member’s social security number, and indicate “I WISH TO BE EXCLUDED FROM THE SETTLEMENT,” or words to that effect. Requests for exclusion must also be signed by the Class Member and must be submitted by postal mail. The delivery date is the date the Class Member’s request for exclusion is deposited in the U.S. Mail as evidenced by the postmark and shall govern the timelines of the request for exclusion. Absent a good cause finding by the Court, a request to be excluded from the Class will be deemed valid only if the Class Member completed, dated, and signed the opt-out Form by the Class Member Exclusion Deadline. Any Class Member who timely submits a valid opt-out Form will not be entitled to recovery from the settlement (aside from their share of PAGA penalties if they are also a PAGA Group Member) and will not be bound by the Class Release in this Action. Nor will they be able to object, appeal or comment on the settlement. Class Members who fail to properly submit an opt-out Form will be bound by all the terms of this Joint Stipulation, and any judgment and order entered in the Action.

49. The Settlement Administrator will provide counsel for Defendants with weekly updates about Class Members who submit opt-out Forms. The Settlement Administrator shall not disclose any data or identifying information regarding Class Members who opt-out to Plaintiffs’ Counsel.

50. Class Members who opt-out shall still release the PAGA claims if they are PAGA Group members and will be entitled to their share of PAGA penalties.

51. **Procedure for Disputing Pay Periods.** The Settlement Administrator’s determination of eligibility for, and the amounts of, any settlement payment under this Stipulation will be conclusive, final, and binding on all Parties, including all Class Members and PAGA Group Members. To dispute the number of pay periods with which he or she has been credited, a Class Member must timely produce evidence to the Settlement Administrator showing that the pay period

1 information is inaccurate by the Class Member Exclusion Deadline. The delivery date is deemed to
2 be the date the dispute is deposited in the U.S. Mail as evidenced by the postmark. Class Members
3 and PAGA Group Members shall have 45 calendar days to dispute the pay period information, or
4 as extended in the case of a remailed Notice packet (i.e., an additional 15 days). The Settlement
5 Administrator shall decide the dispute after notifying Class Counsel and Defendants' counsel of the
6 dispute. Defendants' records will be presumed to be correct, but the Settlement Administrator will
7 evaluate the evidence submitted by the Class Member and will make the final decision on the
8 merits of the dispute. The Settlement Administrator may ask Defendants to produce documents
9 pertaining to the Class Member disputing his or her credited pay periods in order for the Settlement
10 Administrator to resolve the dispute.

11 52. **Procedure for Objecting to Settlement.** Any Class Member who seeks to object
12 to the settlement may serve a copy of the objection to the Settlement Administrator. Any Class
13 Member may also object by appearing either in person or by attorney at the Final Approval
14 Hearing. All written objections must be served within 45 calendar days of mailing of the Class
15 Notice, or as extended in the case of a remailed Notice Packet (i.e., an additional 15 days). Neither
16 the Parties nor their respective counsel will solicit or otherwise encourage any Class Member,
17 directly or indirectly, to object to the Settlement, or appeal from the Judgment. The Settlement
18 Administrator will provide counsel for the Parties with weekly updates about Class Members who
19 object to settlement.

20 53. **Final Approval.** At the Final Approval Hearing, Class Counsel will move the
21 Court for entry of judgment, incorporating the Stipulation. Class Counsel will seek approval of the
22 Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and
23 Defendants' counsel will submit to the Court such pleading and evidence as required for the
24 Court's determination. No later than 30 calendar days before the Final Approval Hearing, the
25 Settlement Administrator will serve on Class Counsel and Defendants' counsel, for filing with the
26 Court in support of Plaintiffs' motion for final approval of the settlement, a declaration of due
27 diligence setting forth its compliance with its obligations under this Stipulation.
28

IV. SETTLEMENT TERMS

54. **Gross Settlement Amount and Settlement Payments.** To settle the Class and PAGA Released Claims in the Action, each Defendant will pay its portion of the Gross Settlement Amount on an all-inclusive, non-reversionary basis. Except as otherwise required herein, Defendants will not be required to contribute additional sums to fund the settlement or otherwise resolve this Action. All Class Members and PAGA Group Members will be eligible to participate in this settlement. Class Members and PAGA Group Members will receive a pro-rata share of the Net Settlement Amount under a pay period formula as set forth below.

55. **Escalator Provision.** Settlement is based upon 61,000 pay periods. So long as the Compensable Pay Periods do not exceed 61,000 workweeks plus 10%, i.e., 67,100 pay periods, prior to court approval, then Defendants will not need to pay any additional money. However, if the Compensable Pay Periods at court approval are above 61,000 plus 10%, i.e., 67,100, Defendants will need to decide either to pay a pro rata amount for each additional pay period in excess of 67,100 or have the release period end on the date when the 10% is reached. At mediation, Motivational estimated that it employed 372 covered direct employees and had 39,495 pay periods during the Class and PAGA Covered Periods (i.e., from August 29, 2022, post the Zamudio settlement covered period). ASC represented that it had approximately 21,000 pay periods during the Class and PAGA Covered Periods. Any increase in the settlement amount resulting from discovery of an increased number of pay periods will be the exclusive responsibility of the Defendant or Defendants whose pay period count increased from the amounts represented in negotiating Settlement, proportionate to the degree they exceed their prior representations.

56. **Establishment of Settlement Fund Account.** Within 7 days of Final Approval, the Settlement Administrator will establish the Settlement Fund Account in a non-interest bearing transaction account at an FDIC-insured institution designated by Defendants with at least one branch in California.

57. **Allocation of Settlement Proceeds.** The Gross Settlement Amount is inclusive of and will be allocated as follows: (i) The Class Counsel Award, which is the amount the Court awards to Class Counsel for his attorney's fees, in an amount not exceeding 33 1/3 % of the Gross

1 Settlement Amount, and costs awarded by the Court, in an amount not to exceed \$25,000.00; (ii)
2 the Settlement Administration Costs as approved by the Court, estimated at \$24,500.00; (iii) the
3 Service Award, which comprises the amount the court awards to the named Plaintiffs as class
4 representatives, in an amount not exceeding \$10,000.00 to Plaintiff Yudit Curiel and \$5,000.00 to
5 Plaintiff Ivette Aguilar; the PAGA payment in an amount not to exceed \$30,000.00 (75% of which
6 will go to the LWDA and 25% to PAGA employees as the PAGA Group Payment); and (iv) the
7 Net Settlement Amount, in the amount left over after deducting the above amounts from the Gross
8 Settlement Amount, and to be paid to Class Members who do not opt-out. Payment to Participating
9 Class Members shall be allocated 25% as wages, 75% as penalties. The amounts paid as wages
10 shall be subject to all tax withholdings customarily made from employee wages and all other
11 authorized and required withholdings and shall be reported by W-2 forms. Payment to PAGA
12 Group Members shall be allocated as 100% penalties. The Settlement Administrator will issue the
13 appropriate federal and state tax forms. If the Court approves a lesser amount of any of the above-
14 referenced costs or penalties, the Net Settlement Amount will increase proportionately. No funds
15 will revert to Defendants.

16 58. **Distribution of Settlement Proceeds.** The Settlement Administrator will keep the
17 Parties apprised of all distributions from the Settlement Fund Account. No person will have any
18 claim against Released Parties, Released Parties' counsel, Plaintiffs' Class Counsel, or the
19 Settlement Administrator based on distributions and payments made under this Stipulation.
20 Distribution of the Gross Settlement Amount will be as follows:

- 21 a. **Initial Payment.** Fourteen calendar days after the Effective Date, Defendants
22 shall provide the Settlement Administrator with the Gross Settlement Amount.
23 Within 7 calendar days after receiving the Gross Settlement Amount from
24 Defendants, the Settlement Administrator will pay the Fee Award, the Cost
25 Award, the Service Award, the Aguilar Settlement Payment, the payment to the
26 LWDA and the Settlement Administrator's Fees, based on how the court rules at
27 the Final Approval Hearing. The remainder of the Gross Settlement Amount,
28 i.e., the Net Settlement Amount, will be calculated and distributed as set forth

below.

- b. **Payout to Participating Class Members and PAGA Group Members.** The Settlement Administrator will calculate the individual settlement payments to Participating Class Members. These payments will be calculated by assigning a certain dollar value to each Compensable Pay Period. The dollar value of each Compensable Pay Period will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of Compensable Pay Periods worked by the Participating Class Members. Partial pay periods will be rounded up to the nearest pay period. A Participating Class Member will receive an individual settlement payment determined by dividing the Net Settlement Amount by the total number of Compensable Pay Periods worked by all Participating Class Members. Each Participating Class Member's individual settlement payment shall be determined by the number of Compensable Pay Periods he or she worked on a pro-rata basis. Participating Class Members shall receive a proportional amount of the Net Settlement Amount for each Compensable Pay Period that they worked during their respective Covered Periods.
- c. The Settlement Administrator will calculate the PAGA payments to PAGA Group Members separately. The PAGA payments will be calculated by assigning a certain dollar value to each pay period the PAGA Group Member worked during the PAGA Period. The dollar value of each pay period will be calculated by dividing 25% of the PAGA Payment by the total number of pay periods worked by all PAGA Group Members during the PAGA Period. Partial pay periods will be rounded up to the nearest full pay period. All PAGA Group Members will receive an individual settlement payment determined by multiplying the number of pay periods worked during the PAGA Period by the dollar value of each pay period.
- d. **Taxes.** The Class Members and PAGA Group Members acknowledge and agree

1 that Defendants and their attorneys have made no representations or warranties
2 regarding the tax consequences of payment of the individual settlement
3 payments, and Class Members and PAGA Group Members further agree to pay
4 and bear sole responsibility for all taxes, liens, levies, encumbrances, interest
5 and penalties that may be due or payable to any taxing authority as a result of
6 payment of the individual settlement payments. Furthermore, Class Members
7 and PAGA Group Members agree to defend and indemnify Released Parties in
8 connection with any taxes, fines, interest, penalties incurred as a result of any
9 failure by Class Members and PAGA Group Members to pay taxes due, if any,
10 on the individual settlement payments.

- 11 e. The settlement payments to Participating Class Members and PAGA Group
12 Members will be paid within 21 calendar days after the Effective Date. It is
13 expressly understood and agreed that the receipt of the settlement payments will
14 not entitle any Class Member or PAGA Group Member to additional or
15 derivative compensation or benefits under any company bonus, contest, or other
16 compensation or benefit plan or agreement in place during the Class Period, nor
17 will it entitle any Class Member or PAGA Group Member to any increased
18 retirement, 401k benefits or matching benefits, or deferred compensation
19 benefits. It is the intent of the Parties that the settlement payments provided for
20 in this Stipulation are the sole payments to be made by the Released Parties to
21 the Class Members and PAGA Group members for the Released Claims, and
22 that the Class Members and PAGA Group Members are not entitled to any
23 additional or derivative compensation or benefits as a result of having received
24 the settlement payments (notwithstanding any contrary language or agreement in
25 any benefit or compensation plan document that might have been in effect
26 during the period covered by this Stipulation).

27 59. **Uncashed and Undeliverable Checks.** Settlement checks issued to Participating
28 Class Members and PAGA Group Members will expire 180 calendar days from the date they are

1 issued by the Settlement Administrator. Any check not cashed within 180 calendar days will be
2 void. The Settlement Administrator will provide the Released Parties with a report of uncashed or
3 undeliverable checks. Thereafter, the funds represented by any uncashed or undeliverable checks
4 (as set forth in Paragraph 47 above) shall be distributed to the California State Controlled
5 Unclaimed Property Fund.

6 60. The Settlement Administrator shall post the Order and Judgment on the Settlement
7 Administrator's website within 7 calendar days after entry of Order and Judgment. The
8 Settlement Administrator shall post a copy of the signed judgment for 180 calendar days on its
9 website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide
10 notice to the Class Members of the Judgment.

11 61. **Fee Award.** Released Parties will not oppose a request for attorney fees up to one
12 third (\$100,000) of the Gross Settlement Amount. Released Parties will not be obligated to pay
13 any attorney fees of Class Counsel, Plaintiffs, or Class Members or PAGA Group Members above
14 this amount. Class Counsel's attorney fee application will be submitted and heard during the Final
15 Approval Hearing. The Court will determine the Fee Award. If the Court believes the Fee Award
16 should be reduced, the other terms of the settlement will remain in effect and any such reduction
17 will not affect the remaining terms, other than adjusting the net Settlement Amount.

18 62. **Cost Award.** Released Parties will not oppose a request for reasonable litigation
19 expenses not to exceed \$25,000.00. Released Parties will not be obligated to pay any costs of
20 Class Counsel, Plaintiffs, Class Members or PAGA Group Members above the amount approved
21 by the Court or \$25,000.00, whichever is less. Class Counsel's request for costs must be
22 submitted with its fee application and heard during the Final Approval Hearing. The Court will
23 determine the Cost Award. If the Court believes the Cost Award should be reduced, the other
24 terms of the Stipulation will remain in effect and any such reduction will not affect the remaining
25 terms, other than adjusting the Net Settlement Amount.

26 63. **Service Award.** Released Parties will not object to a Service Award of \$10,000.00 to
27 Plaintiff Yudit Curiel and \$5,000.00 to Plaintiff Ivette Aguilar for their participation in and
28 assistance with the Actions, and in exchange for their General Release of all claims, as set forth

below, Released Parties will not be obligated to pay any Service Award above this amount. The Service Award will be considered miscellaneous income. The Settlement Administrator will issue a Form 1099, and any other tax forms, to Plaintiffs relating to this award. The Court will determine the Service Award. If the Court believes the Service Award should be reduced, the other terms of the Stipulation will remain in effect and any such reduction will not affect the remaining terms. Other than adjusting the Net Settlement Amount. Plaintiffs acknowledge and agree that Released Parties and their attorneys have made no representations or warranties regarding the tax consequences of payment of the Service Award, and Plaintiffs have not relied on any such representations or warranties. Plaintiffs further agree to pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that may be due or payable to any taxing authority as a result of payment of the Service Award. Furthermore, Plaintiffs agree to defend and indemnify Released Parties in connection with any taxes, fines, interest or penalties incurred as a result of any failure by Plaintiffs to pay taxes due, if any, on the Service Award.

64. **Settlement Administrator Fees.** The Parties agree settlement administration costs will be deducted from the Gross Settlement Amount, subject to the approval by the Court, estimated at \$24,500.00.

65. **PAGA Penalties.** The Parties agree to allocate \$30,000.00 of the Gross Settlement Amount to the resolution of all claims for penalties under PAGA during the PAGA Covered Period. Under Labor Code § 2699(i) 75% of that amount will be paid to the LWDA. This amount will be paid by the Settlement Administrator within 7 calendar days after receiving the Gross Settlement Amount from Released Parties. The other 25% will be paid to PAGA Group Members. These penalties shall be paid regardless of whether a Class Member submits an Exclusion Form or Objection Form provided that Class Member is also a PAGA Group Member. Plaintiffs shall be responsible for all reporting and communications to the LWDA regarding this settlement and resolution of the Action.

66. **Released Parties' Fees and Costs.** Released Parties will bear their own fees and costs.

1
2 **RELEASE OF CLASS RELEASED CLAIMS BY PARTICIPATING CLASS MEMBERS**

3 67. Upon payment of Settlement funds to them, Plaintiffs and Participating Class
4 Members will be deemed to have released the Released Parties of and from all of the Class
5 Released Claims during the Class Period, and the PAGA Period. The Class Released Claims
6 include all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action
7 of every nature and description, which Plaintiffs, the Class and/or any Class Member have asserted
8 against any of the Released Parties based on the facts alleged prior to the Court's final approval of
9 this Settlement, arising out of, relating to, or in connection with any act or omission by or on the
10 part of any or all of the Released Parties, including but not limited to statutory, constitutional or
11 common law claims for failure to pay all wages including minimum, regular, overtime and double
12 time wages; failure to provide meal periods; failure to provide rest periods; failure to reimburse and
13 indemnify for necessary business expenditures; failure to provide accurate itemized wage
14 statements; failure to provide waiting time penalties; unfair business practices; enforcement of
15 Private Attorneys General Act of 2004; failure to pay all hours worked; failure to pay all wages due
16 upon separation of employment; failure to pay legal rate for vacation pay; failure to pay vested
17 vacation pay; failure to pay premium pay; unlawful systematic quota and production demands;
18 violations of Section 15 of the IWC Wage Orders which require adequate and safe temperature
19 controls; unlawful rounding, editing, and/or incorrect time input; off the clock work; waiting time;
20 failure to pay split shift premiums; failure to pay split shift interval; failure to pay reporting time
21 pay; failure to pay correct legal wages for bonus pay and vacation pay; violations of Labor Code
22 §§ 201-204, 206, 208, 226, 226.3, 226.7, 227.3, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198,
23 2100-2112, 2802, 2698 et seq, California Code of Civil procedure 1021.5, California Business &
24 Professions Code § 17200 et seq., IWC Wage orders, and all applicable local minimum wage
25 ordinances in effect throughout California.

26 **RELEASE OF PAGA RELEASED CLAIMS BY PAGA GROUP MEMBERS**

27 68. Upon payment of Settlement funds to them, Plaintiffs and PAGA Group Members
28 will be deemed to have released the Released Parties of and from all of the PAGA Released Claims

1 during the PAGA Period. The PAGA Released Claims means all claims which Plaintiffs and
2 aggrieved employees have alleged or could have alleged based on the facts and theories asserted in
3 the PAGA Notice letters and pleadings. These include claims under Labor Code Sections 201-204,
4 206, 208, 226, 226.3, 226.7, 227.3, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2100-2112, 2802,
5 2698 *et seq.*, California Code of Civil Procedure 1021.5, California Business & Professions Code
6 § 17200 *et seq.*, Industrial Wage Commission Wage Orders, and all applicable local minimum
7 wage ordinances in effect throughout California.

8 **RELEASE OF CLAIMS BY NAMED PLAINTIFFS**

9 69. In addition to the releases above, and in consideration of the Service Award and
10 settlement of individual claims, Plaintiffs Curiel and Aguilar make the additional following general
11 release of all claims, known or unknown. Plaintiffs Curiel and Aguilar release the Released Parties
12 from all claims, demands, rights, liabilities and causes of action of every nature and description
13 whatsoever, from the beginning of time through the Effective Date of this Settlement, known or
14 unknown, asserted or that might have been asserted prior to the Court's approval of this Settlement,
15 arising out of, relating to, or in connection with any act or omission by or on the part of any or all
16 Released Parties. (This release shall be referred to as the General Release.) Without limiting the
17 generality of the foregoing, Plaintiffs Curiel and Aguilar expressly release all claims or rights
18 against Released Parties arising out of or relating to alleged violations of any contracts, express or
19 implied (including but not limited to any contract of employment); and contract or covenant of
20 good faith and fair dealing (express or implied); and any tort, including any claim for improper or
21 unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation
22 benefits, penalties, liquidated damages, other damages, overtime, unreimbursed business expenses
23 and alleged "off the clock" work under federal and state law, including California Labor Code
24 Sections 204 and 558, waiting time penalties pursuant to California Labor Code Section 203,
25 damages or penalties pursuant to California Labor Code Section 226, meal period and rest break
26 payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized
27 wage statements pursuant to California Labor Code Section 226, statutory or civil penalties
28 pursuant to California Labor Code Sections 210, unfair competition and unfair business practices

pursuant to Business & Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule, regulation, Executive Order, and/or guideline, including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress and defamation; any wrongful discharge, constructive discharge, and retaliation claims; any claims relating to any breach of public policy; any legal restrictions on Released Parties' rights to discharge employees; and any federal, state or other government statute, regulation, or ordinance, including without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal pay Act, 29 U.S.C. 209(d)(1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945 *et seq.* (family/medical leave); (8) California Labor Code or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment; (10) Executive Order 11141 (age discrimination); (11) the Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

Plaintiffs Curiel and Aguilar agree that there is a risk that any harm or injury that they may have suffered by reason of the Released Parties might not now be known and there is a further risk that said harm or injuries, whether known or unknown at the date of this Stipulation and

1 Settlement, may possibly become progressively worse, and that as a result thereof further damages
2 may be sustained. Nevertheless, Plaintiffs Curiel and Aguilar agree to forever and fully release and
3 discharge the Released Parties, and understands that by the execution of this Stipulation, no further
4 claims for any such injuries that existed at the time of the execution of this Settlement Agreement
5 may ever be asserted by Plaintiffs with respect to claims arising from the beginning of time to the
6 Effective Date.

7 With respect to the General Release, Plaintiffs Curiel and Aguilar stipulate and agree that,
8 upon the Effective Date, Curiel and Aguilar shall be deemed to have expressly waived and
9 relinquished, to the fullest extent permitted by law, all provisions, rights and benefits afforded by
10 Section 1542 of the California Civil Code and do so understanding and acknowledging the
11 significance of the waiver of Section 1542, or any other similar provision under federal or state
12 law, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
16 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASING PARTY.

17 If the facts relating in any manner to this Stipulation are found hereafter to be other than or
18 different from the facts now believed to be true, the release of claims contained herein shall be
19 effective as to all unknown claims. Thus, notwithstanding the provisions of Section 1542, and for
20 the purpose of implementing a full and complete release and discharge of all Released Parties,
21 Plaintiffs Curiel and Aguilar expressly acknowledge that this Stipulation is intended to include in
22 its effect, without limitation, all claims that they know of, as well as all claims that they do not
23 know or suspect to exist in their favor against Released Parties, or any of them, for the time period
24 from the beginning of time to the Effective Date, and that this Stipulation contemplates the
extinguishment of any such claims.

25 **NULLIFICATION OF THE JOINT STIPULATION**

26 70. If the Court denies approval of the Settlement with prejudice or if the judgment is
27 reversed, modified, or declared or rendered void and the Parties while acting in good faith cannot
28 make a non-material modification to the Settlement Agreement, neither this Stipulation nor any of
the related negotiations or proceedings will be of any force or effect, and all Parties will stand in

1 the same position, without prejudice, as of the Stipulation had not been entered into or filed.

2 71. If the number of valid Class Members who submit valid opt-outs exceeds 15%,
3 Defendants may rescind this Stipulation. If Defendants rescind, they must do so in writing to Class
4 Counsel within 14 calendar days after the Settlement Administrator notifies the Parties of the total
5 number of valid opt-outs received by the Class Member opt-out deadline. Defendants shall pay any
6 costs incurred by the Settlement Administrator in the event that Defendants rescind the Stipulation
or the Stipulation is not approved by the Court.

7 **DUTIES OF THE PARTIES**

8 72. **Mutual Full Cooperation.** The Parties shall use their best efforts, such as dismissal
9 of the Aguilar Action, entering into a stipulation for order granting leave to file an amended
10 complaint in the Curiel Action, class certification for the limited purpose of facilitating the terms
11 of this settlement agreement, and all efforts contemplated by this Stipulation and any other efforts
12 that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms
13 set forth herein. As soon as practicable after execution of this Stipulation, the Parties shall take all
14 necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will
15 work together to make any non-material modifications of the Settlement requested by the Court to
16 obtain approval of the Parties' proposed Settlement. The Parties shall first make good faith efforts
to resolve any issues raised by the Court during the approval process and this Settlement may only
be nullified if the Court denies approval of the Settlement with prejudice.

17 73. **Duty to Support and Defend the Settlement.** The Parties agree the proposed
18 Settlement is fair, adequate and reasonable and will so represent to the Court. The Parties agree to
19 abide by all terms of the Stipulation in good faith and to support the Stipulation fully, and to use
20 their best efforts to defend this Settlement from any legal challenges, whether by appeal or
21 collateral attack.

22 **MISCELLANEOUS PROVISIONS**

23 74. **No Media Comments of Publicity.** If contacted by the media, the Parties and Class
24 Counsel will merely inform them that the case has been resolved and refer them to the public
25 filings. In addition, there shall be no public statements to the media or press releases with regard to
the Action or the terms of this Stipulation.

26 75. **Waiver of Appeals.** The Parties and Class Members agree to waive any appellate
27 rights provided, however, Plaintiffs may appeal any reduction in the attorney's fees and/or costs
28 award.

1 76. **No Admission of Liability.** This Stipulation is not an admission of liability by the
2 Released Parties.

3 77. **Construction.** The Parties agree this Stipulation resulted from lengthy, intensive,
4 arm's length negotiations, and it is not to be construed for or against any party for any reasons.

5 78. **Choice of Law.** This Stipulation is intended to and will be governed by the laws of
6 the State of California, without regard to conflicts of laws principles. The Court will retain
7 continuing jurisdiction to enforce the settlement.

8 79. **Captions and Interpretations.** Paragraphs, titles, or captions contained herein are
9 inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or
10 describe the scope of this Stipulation or any provisions thereof.

11 80. **Modifications.** This Stipulation may not be changed, altered or modified, except in
12 writing signed by counsel for the Parties and approved by the Court. This Stipulation may not be
13 discharged except by performance under its terms or by a writing signed by the Parties.

14 81. **Integration Clause.** All prior or contemporaneous agreements, understandings,
15 representations, and statements, whether oral or written, between the Parties are merged herein. No
16 rights under this Stipulation may be waived except in writing.

17 82. **Successors and Assigns.** This Stipulation will be binding upon and inure to the
18 benefit of the Parties and their respective officers; directors; owners; predecessors; successors;
19 assigns; partners; shareholders; members; parents; subsidiaries; affiliates; managers; lenders;
20 insurers; agents; representatives; parent and affiliated and related corporations, companies,
21 subsidiaries, divisions; joint venturers; beneficiaries; grantees; vendees; transferees; heirs;
22 executors; administrators; trustees; and estates of each of the Released Parties; employees;
23 attorneys; legal representatives.

24 83. **Class Counsel Signatories.** Because the Class Members are so numerous, the
25 Parties agree it is impossible or impractical to have each Class Member sign this Stipulation. This
26 Stipulation may be executed on behalf of the Class Members by Class Counsel and Plaintiffs.

27 84. **Plaintiffs' Waiver of Right to be Excluded or Object.** Plaintiffs Curiel and
28 Aguilar agree not to opt-out of the Class and agree not to object to any terms of this Stipulation.
Non-compliance by Plaintiffs Curiel and Aguilar with this paragraph will be void and of no force
or effect. Any such request for exclusion or objection by Curiel and Aguilar will therefore be void
and of no force or effect.

 85. **Execution in Counterparts.** This Stipulation will become effective upon its

1 execution by all of the undersigned and may be executed electronically. The Parties may execute
2 this Stipulation in counterparts, and execution of counterparts will have the same force and effect
3 as if all Parties signed the same instrument.

4 **IT IS SO STIPULATED.**

5 Dated: 10 / 24 / 2025

PLAINTIFF YUDIT CURIEL

6 By: *Yudit Curiel*
7 Yudit Curiel

8
9 Dated: 10 / 24 / 2025

PLAINTIFF IVETTE AGUILAR

10 By: *Ivette Aguilar*
11 Ivette Aguilar

12
13 Dated: 11 / 13 / 2025

DEFENDANT MOTIVATIONAL MARKETING, LLC

14 By: *SS*
15 Anthony Altman

16
17 Dated: 10/28/2025

DEFENDANT ASC STAFFING GROUP LLC

18 By: Adriana Melendez
19 Digitally signed by
Adriana Melendez
Date: 2025.10.28
18:25:33 -07'00'
20 [Adriana Melendez]

21 Dated: Nov 12, 2025

DEFENDANT VENSURE HR, INC.

22 *Angelica J. Simpson*
23 By: box SIGN 427RQW7W-4Z5VRV8K
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Dated: October 24, 2025

JOSE GARAY, APLC

By: 
Jose Garay
Attorneys for Plaintiffs
Yudit Curiel and for Ivette Aguilar

Dated: October 24, 2025

CDF LABOR LAW LLP
Marie D. DiSante
Taylor Wendland
APPROVED AS TO FORM ONLY:

By: 
Erin A. Owen
Attorneys for Defendant
Motivational Marketing LLC

Dated:

MORLEY & MASON, PLC

By: _____
Daniel Ban
Attorneys for Defendant
ASC Staffing Group LLC

Dated: November 12, 2025

CLARK HILL LLP
By: 
Rafael G. Nendel-Flores
Liza Goldenberg
Attorneys for Defendant
Vensure HR, Inc.

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Dated: October 24, 2025

JOSE GARAY, APLC

By: 
Jose Garay
Attorneys for Plaintiffs
Yudit Curiel and for Ivette Aguilar

Dated: October 24, 2025

CDF LABOR LAW LLP
Marie D. DiSante
Taylor Wendland
APPROVED AS TO FORM ONLY:

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Motivational Marketing LLC

Dated: October 29, 2025

MORLEY & MASON, PLC
By: 
Daniel Ban
Attorneys for Defendant
ASC Staffing Group LLC

Dated:

CLARK HILL LLP
By: _____
Rafael G. Nendel-Flores
Liza Goldenberg
Attorneys for Defendant
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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