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doing business as THE MAIDS OF FOLSOM, a California Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CECILIA RAMIREZ GALLEJO, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

KRAEMER INCORPORATED, doing
business as THE MAIDS OF FOLSOM, a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 24CV016594

[CLASS ACTION]

**AMENDED JOINT STIPULATION FOR
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
("PAGA") AGREEMENT AND RELEASE**

Department: 23
Assigned Judge: Hon. Lauri A. Damrell

Complaint Filed: August 19, 2024
Trial Date: None Set

This Amended Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made and entered into by and between Cecilia Ramirez Gallejo ("Plaintiff"), individually and on behalf of all others similarly situated, on the one hand, and Kraemer Incorporated, doing business as The Maids of Folsom ("Defendant"), on the other hand (collectively, the "Parties"), and is subject to the terms and conditions below, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

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

1. "Action" means *Cecilia Ramirez Gallejo v. Kraemer Incorporated, dba The Maids of Folsom*, Sacramento County Superior Court Case No. 24CV016594.

2. "Class Counsel" means Scott E. Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will request attorneys' fees of not to exceed one-third of the Gross Settlement Amount or Forty-Three Two Hundred Ninety-Six Dollars and Zero Cents (\$43,290.00) and litigation costs and expenses not to exceed Twenty-Three Thousand Dollars (\$23,000). Defendant has agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

1 4. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide on a confidential basis to the
3 Settlement Administrator within fourteen (14) calendar days after the Court’s entry of an order
4 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft
5 Office Excel and Defendant will use its best efforts to include each Class Member’s full name;
6 most recent mailing address; last known telephone number if readily available; dates of
7 employment or number of workweeks worked during the Class Period; and Social Security number.

8 5. “Class Member(s)” or “Settlement Class” means Plaintiff and all current and former
9 hourly non-exempt employees of Defendant within California at any time during the Class Period.

10 6. “Class Period” means the period from August 19, 2020 through May 23, 2025.

11 7. “Class Representative Enhancement Payment” means the amount to be paid from
12 the Gross Settlement Amount to the named Plaintiff, Cecilia Ramirez Gallejo, in exchange for
13 executing a general release and in recognition of their efforts in prosecuting the Action on behalf
14 of Class Members. Plaintiff will request and Defendant will not oppose Plaintiff’s request for a
15 payment of Five Thousand Dollars (\$5,000) for her willingness to serve as Class Representative.

16 8. “Court” means the Sacramento County Superior Court, or any other court taking
17 jurisdiction of the Action.

18 9. “Effective Date” means the date when the Final Approval Order becomes final, and
19 Defendant fully funds the Gross Settlement Amount and employer’s share of payroll taxes. For
20 purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur of the
21 following: (a) if there are no objections to the Settlement, the date the Court enters an order granting
22 final approval of the Settlement; or (b) if there are objections to the Settlement, and if an appeal,
23 review, or writ is not sought from the Final Approval Order, the day after the time period to appeal
24 the Settlement has expired, i.e., 60 days from the date the Court enters an order granting final
25 approval of the Settlement.

26 10. “Gross Settlement Amount” means the maximum settlement amount of One-
27 Hundred-Forty Thousand Dollars (\$140,000) (“Gross Settlement Amount”), which has been and/or
28 will be paid by Defendant in full satisfaction of all claims arising from the Action. The Gross

1 Settlement Amount includes all Individual Settlement Payments to Participating Class Members,
2 the Class Representative Enhancement Payment, Settlement Administration Expenses, Class
3 Counsel Fees and Cost, and PAGA penalties in the amount of Ten Thousand Dollars (\$10,000) of
4 which 65% or Six Thousand Five Hundred Dollars (\$6,500) will be paid to the Labor Workforce
5 Development Agency ("LWDA") and 35% or Three Thousand Five Hundred Dollars (\$3,500) to
6 PAGA Group Members. Defendant will pay the employer's share of payroll taxes, as applicable,
7 in addition to the Gross Settlement Amount at the time the Gross Settlement Amount is funded by
8 Defendant.

9 11. "Individual Settlement Payment" means each Participating Class Members' and
10 PAGA Group Members' share of the Net Settlement Amount, to be distributed to Plaintiff, PAGA
11 Group Members and Class Members who do not request exclusion from the settlement.

12 12. "Net Settlement Amount" means the maximum amount available for distribution to
13 the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
14 Enhancement Payment, Settlement Administration Expenses, and PAGA penalties from the Gross
15 Settlement Amount.

16 13. "Notice of Objection" means a Class Member's valid and timely written objection
17 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full
18 name, signature, address, and telephone number; (ii) a written statement of all grounds for the
19 objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs,
20 or other documents upon which the objection is based; and (iv) a list of all persons who will be
21 called to testify in support of the objection. Further, an objector may appear at the Final Approval
22 hearing, either in person or through counsel, at his or her expense. The Parties will be permitted to
23 respond in writing to such objections at least seven calendar days prior to the Final Approval
24 hearing or within the time period set by the Court.

25 14. "Notice" means the Notice of Class Action Settlement, substantially in the form
26 attached as Exhibit A.

27 15. "PAGA" means the California Private Attorneys General Act of 2004, which is
28 codified in California Labor Code §2698, et seq.

1 16. “PAGA Group Member(s)” means Plaintiff and all current and former hourly non-
2 exempt employees of Defendant within California at any time during the PAGA Period.

3 17. “PAGA Period” means the period from November 22, 2024 through May 23, 2025.

4 18. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
5 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
6 have agreed that the PAGA Settlement Amount is Ten Thousand Dollars and Zero Cents (\$10,000),
7 subject to Court approval. Of the PAGA Settlement Amount, 65% or Six Thousand Five Hundred
8 Dollars and Zero Cents (\$6,500) will be paid to the LWDA (“LWDA Payment”), and the remaining
9 35% or Three Thousand Five Hundred Dollars and Zero Cents (\$3,500) will be distributed to
10 PAGA Group Members.

11 19. “Participating Class Members” means all Class Members who do not submit valid
12 Requests for Exclusion.

13 20. “Preliminary Approval” means the Court order granting preliminary approval of the
14 Settlement Agreement.

15 21. “Released PAGA Claims” means any and all claims for civil penalties under PAGA
16 based on the labor code violations alleged in the operative Complaint and Plaintiff’s notice sent to
17 the LWDA, including attorneys’ fees and costs related thereto, regardless of whether PAGA Group
18 Members opt out from the Settlement Agreement.

19 a. “Released Class Claims” means all *California* wage and hour claims,
20 penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff’s
21 operative complaints in the Action (collectively the “Complaints”) or that could have been pled in
22 the Complaints based on the factual allegations pled in the Complaints, including all claims for
23 allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to
24 provide compliant rest breaks, inaccurate wage statements, failure to reimburse business expenses;
25 violation of Labor Code Section 227.3, failure to pay all wages owed upon termination under the
26 California Labor Code, or applicable wage order(s), unfair competition claims under California
27 Business & Professions Code §17200, et seq. based on the labor code violations alleged, and any
28 penalties, restitution, disgorgement, interest or attorneys’ fees that occurred during the Class Period

including violations of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), except as otherwise set forth herein. This release will cover all Class Members who do not opt out. The Released Class Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside the Class Period.

22. "Released Parties" means Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, principals, affiliates, subsidiaries, parents, shareholders, attorneys, insurers, reinsurers, accountants, payroll providers, joint venturers and agents, and any heirs, successors, predecessors, assigns, or legal representatives.

23. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail or fax to the Settlement Administrator at the specified address or fax number indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

24. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Settlement Administrator. The Response Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

25. "Settlement Administrator" means Phoenix Settlement Administrators as agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

26. "Settlement Administration Expenses" means the costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, translating into Spanish, conducting a National Change of Address ("NCOA") search, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Class Members, tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Settlement Administration Expenses are currently estimated to be not more than Ten Thousand Dollars and Zero Cents (\$10,000).

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

27. Impact of Any Court Determination Not to Enter Final Approval Order. In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur:

a. On the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement; and

b. Defendant will pay the Settlement Administrator for any costs incurred by the Settlement Administrator.

28. Settlement Funding. Within thirty (30) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with the Settlement Administrator who will deposit the funds into an interest-bearing trust account

referred to as the Qualified Settlement Fund account from which the Settlement Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. The employer's share of the payroll taxes, which shall be paid in addition to the Gross Settlement Amount, with the assistance of the Settlement Administrator to calculate the appropriate amount of the employer's share of the payroll taxes to funded by Defendant. However, the obligation to pay the employer's share of payroll taxes must first be calculated by the Settlement Administrator and that amount must be delivered to counsel for Defendant in order for the obligation to pay such payroll taxes to become effective.

29. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in the amount of up to thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$46,200 if the Gross Settlement Amount is \$140,000), in addition to the reimbursement of reasonable costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Next Settlement Amount for the benefits of the Settlement Class Members. In consideration of their awarded attorneys' fees and costs and expenses, Plaintiff and Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Action.

30. Class Representative Enhancement Payment. In exchange for named Plaintiff's executing a general release, and in recognition of the efforts in prosecuting the Action on behalf of

Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Five Thousand Dollars and Zero Cents (\$5,000). The Class Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes, penalties and interest on the payment made pursuant to this paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

31. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, et seq. (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$6,500.00 will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$3,500.00 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

32. Settlement Administration Expenses. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which are currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, costs payable to the Settlement Administrator, subject to Court approval, translating the Class Notice into Spanish, printing, distributing (including with appropriate postage), and tracking Class Notices and other documents for the Settlement, any searches to locate Class Members to receive Class Notices, calculating and distributing payments due under the Settlement, distributing the Individual Settlement Payments, distributing the Class Representative Enhancement Payment, distributing any required payment under the Settlement to Class Counsel, payment to LWDA for

1 PAGA penalties, and providing necessary certification of completion of notice, reports and
 2 declarations, establishing and administering a Qualified Settlement Fund account, required tax
 3 reporting on the Individual Settlement Payments, the issuing of necessary 1099 and W-2 IRS forms,
 4 calculating the employer's share of payroll taxes on the wage portion of the Individual Settlement
 5 Payments and coordinating related reporting, and other responsibilities as requested by the Parties.
 6 Any Settlement Administration Expenses shall be paid from the Gross Settlement Amount. To the
 7 extend the actual Settlement Administrator's costs are greater than the estimated amount stated
 8 herein, such excess amount will be deducted from the Gross Settlement Amount, subject to
 9 approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement
 10 Administration Costs which are not in fact required to fulfill payment to the Settlement
 11 Administrator to undertake the required settlement administration duties shall be reallocated to the
 12 Net Settlement Amount for the benefit of the Settlement Class Members.

13 33. Workweeks Escalation. Defendant has represented that there is a total of 6,331 (Six-
 14 Thousand Three-Hundred and Thirty-One) workweeks during the Class Period. In the event the
 15 total workweeks increase by more than 7% (seven percent), i.e., to 6,774 (Six-Thousand Seven-
 16 Hundred and Seventy Four) total workweeks, Defendant shall increase the Net Settlement Amount
 17 by the workweek value calculated off of 6,774 total workweeks and multiplied by the additional
 18 workweeks to be calculated by the Settlement Administrator. For example, if the total workweeks
 19 are 7000 and the workweek value is \$20.00 per workweek, Defendant would have to increase the
 20 Net Settlement Amount by \$4,520 ($7,000 - 6,774 = 226 \times \$20 = \$4,520$).

21 34. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
 22 Individual Settlement Payments to Participating Class Members from the Settlement Class and
 23 PAGA Group Members in accordance with the terms of this Agreement.

24 35. Individual Settlement Share Calculations. Individual Settlement Shares will be
 25 calculated and apportioned from the Net Settlement Amount based on the Class Members' number
 26 of Workweeks, as follows:

27 a. After Preliminary Approval, the Settlement Administrator will divide the
 28 Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated

Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

36. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiply each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

37. Tax Treatment of Individual Settlement Payment and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

38. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA

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

39. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall be deemed to be income to such Class Members solely in the year in which such awards actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to the Class Members in connection with this Settlement, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

40. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

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

42. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail.

43. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice

1 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
 2 will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the
 3 Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding
 4 address is provided, the Settlement Administrator will promptly attempt to determine the correct
 5 address using a skip-trace, or other search using the name, address and/or Social Security number
 6 of the Class Member involved and will then perform a single re-mailing. Those Class Members
 7 who receive a re-mailed Notice will have between the latter of (i) an additional fifteen calendar
 8 (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion, submit an
 9 objection to the Settlement or dispute workweeks.

10 44. Notice. All Class Members will be mailed the Notice by the Settlement
 11 Administrator. The Notice will provide: (1) information regarding the nature of the Action, (2) a
 12 summary of the Settlement's principal terms, (3) the Settlement Class definition, (4) each Class
 13 Member's number of workweeks worked during the Class Period, (5) each Class Member's
 14 estimated Individual Settlement Payment; (6) the dates which comprise the Class Period, (7)
 15 instructions on how to submit valid Requests for Exclusion, objections or dispute workweeks, (8)
 16 the deadlines by which the Class Member must fax or postmark Request for Exclusions, submit
 17 objections to the Settlement or dispute workweeks; and (9) the claims to be released, as set forth
 18 in this Settlement Agreement.

19 45. Request for Exclusion Procedures. Any Class Member wishing to opt out from the
 20 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
 21 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the
 22 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
 23 has been timely submitted. The Parties to this Agreement and their counsel agree that they will not
 24 solicit or encourage Class Members to opt-out or object to this Settlement Agreement. If the Court
 25 approves the compromise of the PAGA claim, all PAGA Group Members are bound by the Court's
 26 resolution of that claim. Class Members who are also PAGA Group Members submitting a request
 27 for exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Amount
 28 allocated for PAGA penalties to PAGA Group Members.

46. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Request for Exclusion.

47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group Members), as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

48. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members and PAGA Employees will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member and/or PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member and/or PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and/or

PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

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

50. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class

Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

51. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (i) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

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

53. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one

individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

54. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid to Participating Class Members and PAGA Group Members will be valid for 180 days. Participating Class Members and PAGA Group Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Settlement Administrator will send the amount represented by the check to the California State Controller Unclaimed Property, with the identity of the Participating Class Member and PAGA Group Member to whom the funds belong, to be held for the Participating Class Member and PAGA Group Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed Property will remain the Participating Class Member and PAGA Group Members' property. This will allow Participating Class Members and PAGA Group Member who did not cash their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there will be no unpaid

1 residue or unclaimed or abandoned class member funds, and the California Code of Civil Procedure
2 section 384 shall not apply. The funds will be held by the State until claimed by the employee and
3 the uncashed check never ceases to be the employee's property.

4 55. Certification of Completion. Upon completion of administration of the Settlement,
5 the Settlement Administrator will provide a written declaration under oath to certify such
6 completion to the Court and counsel for all Parties.

7 56. Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an
8 Individual Class Settlement Payment exceeds the threshold amount that must be reported to the
9 Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement
10 Administrator, will take all necessary and reasonable steps to obtain W-9's from Class Members
11 and to comply with applicable IRS regulations on issuing 1099's without a social security number
12 or tax entity identification number, and shall take all reasonable and necessary steps to avoid
13 imposition of IRS penalties against the Gross Settlement Amount, including, but not limited to
14 limiting payments below the reportable threshold and/or withholding of taxes and any applicable
15 penalties. The Settlement Administrator will contact Class Members who are entitled to payments
16 that exceed the taxable income threshold twice, with at least thirty (30) days between the two (2)
17 contacts.

18 57. Administration of Taxes by the Settlement Administrator. The Settlement
19 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
20 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be
21 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
22 Administrator will also be responsible for forwarding all payroll taxes and other legally required
23 withholdings, and related reporting, to the appropriate government authorities.

24 58. Defendant's Responsibility for Employer Taxes: For any portion of the Class
25 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
26 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
27 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
28 Settlement Amount, via and with the Settlement Administrator's assistance.

59. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

60. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement Agreement.

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

62. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

63. Release by Plaintiff. Upon the date the Court enters an order granting final approval of the settlement and Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes, in addition to the claims being released by all Class Members, Plaintiff will provide the following additional general release ("General Release"). Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement. This General Release includes any unknown claims Plaintiff does not know or suspect to exist in their favor at the time of this General Release, which, if known by them, might have affected her settlement with, and release of, the Released Parties or might have affected their decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff by her counsel. Release by Plaintiff expressly excludes any claims for workers compensation against Defendant.

64. Neutral Reference. Defendant agrees that it will only provide a neutral reference for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's employment. Defendant shall only provide the dates of employment and Plaintiff's last job title held with Defendant.

65. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided in this Settlement Agreement; (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect will be null and void. Further, in the event fifteen (15%) or more of the Class Members opt-out of the Settlement, Defendant shall have the option of nullifying the Agreement ("Nullification Option"). In order to exercise this Nullification Option, Defendant must notify Class Counsel in writing within five (5) business days of learning from the Settlement Administrator that the number of opt-outs equals fifteen percent (15%) or more. In such a case, the Parties and any funds to be awarded shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other Court or forum.

66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a

1 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
2 Notice to be sent to all Class Members as specified in this Settlement Agreement. In conjunction
3 with the Preliminary Approval motion, Plaintiff will submit this Settlement Agreement, which sets
4 forth the terms of this Settlement and will include the proposed Notice.

5 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
7 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
8 be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
9 properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees and Costs;
10 (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for PAGA penalties;
11 and (v) all Settlement Administration Expenses. Class Counsel will be responsible for drafting all
12 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
13 the attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness
14 Hearing.

15 68. Notice. Unless otherwise specifically provided herein, all notices, demands or other
16 communications given hereunder shall be in writing and shall be deemed to have been duly given
17 as of the third business day after (i) emailing and (ii) mailing by United States registered or certified
18 mail, return receipt requested, addressed:

19 To the Settlement Class:

20 THE WHEELER LAW FIRM, APC
21 Scott Ernest Wheeler
22 Justin A. Wheeler
23 250 West First Street, Suite 216
24 Claremont, California 91711
25 Telephone: (909) 621-4988
26 Facsimile: (909) 621-4622
27 Email: sew@scottwheelerlawoffice.com
28 jaw@scottwheelerlawoffice.com

26 To Defendant:

27 FREEMAN MATHIS & GARY LLP
28 MANDY D. HEXOM / Bar No. 216390
mhhexom@fmglaw.com

225 Broadway, Suite 1700
San Diego, CA 92101
(619) 687-3000

69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a period of thirty days from the date the Court signs the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

70. Satisfaction of Judgment. Within 10 (ten) business days upon confirmation from the Settlement Administrator that Defendant has paid the Settlement Administrator the Gross Settlement Amount and the Defendant's share of payroll taxes described herein, and such funds have cleared the Settlement Administrator's account, Plaintiff shall file and serve a Satisfaction of Judgment with the court in this action.

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

72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

1 73. Amendment or Modification. This Settlement Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-
3 interest.

4 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
5 and represent they are expressly authorized by the Parties whom they represent to negotiate this
6 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
7 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
8 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
9 counsel will cooperate with each other and use their best efforts to execute the implementation of
10 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
11 needed to implement the Settlement Agreement, or on any supplemental provisions that may
12 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
13 assistance of the Court to resolve such disagreement.

14 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
15 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
16 Agreement, as previously defined.

17 76. Execution and Counterparts. This Settlement Agreement is subject only to the
18 execution of all Parties. However, the Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them, including facsimile, scanned copies of
20 the signature page, and electronic signature will be deemed to be one and the same instrument
21 provided that counsel for the Parties will exchange among themselves original signed counterparts.

22 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
23 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
24 arrived at this Settlement Agreement after arm's-length negotiations and in the context of
25 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
26 further acknowledge that they are each represented by competent counsel and that they have had
27 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
28 Settlement Agreement.

1 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
3 extent possible consistent with applicable precedents so as to define all provisions of this
4 Settlement Agreement valid and enforceable.

5 79. Captions. The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
7 provisions of this Agreement.

8 80. Waiver. No waiver of any condition or covenant contained in this Agreement or
9 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right or
11 remedy.

12 81. Enforcement Actions. In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party to enforce the provisions of this Settlement
14 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful
15 Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs,
16 including expert witness fees incurred in connection with any enforcement actions.

17 82. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
19 construed more strictly against one party than another merely by virtue of the fact that it may have
20 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
21 length negotiations between the Parties, all Parties have contributed to the preparation of this
22 Agreement.

23 83. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Settlement
25 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
26 counsel.

27 84. All Terms Subject to Final Court Approval. All amounts and procedures described
28 in this Settlement Agreement will be subject to final Court approval.

85. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

86. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

87. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

88. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Steve Rottman, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

89. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

SIGNATURES

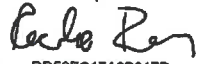
READ CAREFULLY BEFORE SIGNING

PLAINTIFF

4/10/2026

Dated:

Cecilia Ramirez Gallejo, on behalf of herself and all others similarly situated

Firmado por:

DD58FC17A8B84FD...

DEFENDANT

Dated:

Kraemer Incorporated, dba, The Maids of Folsom
By: Richard Kraemer
Title: President

APPROVED AS TO FORM

Dated: 4/13, 2026

THE WHEELER LAW FIRM, APC

By:


Scott E. Wheeler
Justin A. Wheeler

Attorneys for Plaintiff
Cecilia Ramirez Gallejo, on behalf of herself
and all others similarly situated

Dated: , 2026

FREEMAN MATHIS & GARY, LLP

By:

Mandy D. Hexom

Attorneys for Defendant
Kraemer Incorporated, dba, The Maids of Folsom

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Cecilia Ramirez Gallejo, on behalf of herself and all others similarly situated

DEFENDANT

Dated: 4/14/2026 | 14:06:29 CDT
DocuSigned by:
Rich Kraemer
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Kraemer Incorporated, dba, The Maids of Folsom
By: Richard Kraemer
Title: President

APPROVED AS TO FORM

Dated: _____, 2026
THE WHEELER LAW FIRM, APC
By: _____
Scott E. Wheeler
Justin A. Wheeler
Attorneys for Plaintiff
Cecilia Ramirez Gallejo, on behalf of herself
and all others similarly situated

Dated: April 14, 2026
FREEMAN MATHIS & GARY, LLP
By: _____
Mandy D. Hexom
Attorneys for Defendant
Kraemer Incorporated, dba, The Maids of Folsom