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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

JULIE DEAN, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

FREEMODEL, INC.; JOHN GERALD
GARNER; and DOES 1 through 10, inclusive,

Defendants.

) CASE NO. 23CV038315

)
) Assigned for All Purposes to
) The Hon. Michael Markman
) Department 23

) **STIPULATION OF SETTLEMENT**

) Trial Date: Not Set
) Complaint Filed: July 14, 2023
) FAC Filed: October 25, 2023

1 This Stipulation of Settlement, including Exhibit A (the “Settlement,” “Settlement
2 Agreement,” or “Agreement”), is made and entered into by, between, and among Plaintiff
3 JULIE DEAN (“Plaintiff”) on behalf of herself and the Settlement Class Members, on the one
4 hand, and Defendants FREEMODEL, INC. (“Freemodel”) and JOHN GERALD GARNER
5 (collectively, “Defendants”) on the other hand. Plaintiff and Defendants (the “Parties”) enter
6 into this Agreement to effect a full and final settlement and preclusive judgment resolving all
7 claims brought or that could have been brought against Defendants based on the factual
8 allegations alleged in the case *Julie Dean v. Freemodel, Inc. et al.* (Superior Court of the State
9 of California, County of Alameda, No. 23CV038315) (the “Action”). This Agreement is
10 intended to fully and finally compromise, resolve, discharge, and settle the Released Claims,
11 as defined and on the terms set forth below, and to the full extent reflected here, subject to the
12 Court’s approval.

13 **1. RECITALS**

14 This Agreement is made in consideration of the following facts:

15 1.1 WHEREAS, on July 14, 2023, Plaintiff Julie Dean commenced the Action by
16 filing a Class Action Complaint asserting causes of action for: (1) Failure to Reimburse
17 Business Expenses; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages;
18 (4) Failure to Provide Off-Duty Meal Periods; (5) Failure to Authorize and Permit Rest
19 Periods; (6) Failure to Provide Accurate Wage Statements; and (7) Unlawful Business
20 Practices;

21 1.2 WHEREAS, on July 20, 2023, Plaintiff notified Defendants and the Labor and
22 Workforce Development Agency (“LWDA”) of Defendants’ alleged violations under the
23 Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*;

24 1.3 WHEREAS, on October 25, 2023, Plaintiff Julie Dean filed a First Amended
25 Complaint asserting causes of action for: (1) Failure to Reimburse Business Expenses; (2)
26 Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide
27 Off-Duty Meal Periods; (5) Failure to Authorize and Permit Rest Periods; (6) Failure to
28 Provide Accurate Wage Statements; (7) Unlawful Business Practices; (8) Wrongful

1 Termination in Violation of Public Policy; (9) Breach of Contract; and (10) Penalties Under
2 the Private Attorneys General Act;

3 1.4 WHEREAS the Parties engaged in an exchange of information, documents, and
4 reviewing and analyzing data made available by Defendants, which enabled the Parties to
5 thoroughly evaluate Plaintiff's claims, the PAGA claim, the claims of the putative Class,
6 Defendants' defenses, and the likely outcomes, risks, and expense of pursuing litigation;

7 1.5 WHEREAS, on February 14, 2024, the Parties attended a private mediation with
8 mediator Hon. Ronald Sabraw (Ret.), and, although the case did not resolve at that mediation,
9 subsequently reached the terms of this arm's-length Settlement;

10 1.6 WHEREAS, a bona fide dispute exists as to whether any wages or penalties are
11 due from Defendants to any putative Class Member, to the LWDA, or to any allegedly
12 aggrieved employees;

13 1.7 WHEREAS, the Parties desire to compromise and settle all issues and claims
14 that have been or could have been brought against Defendants based on the factual allegations
15 of the Action, including all claims brought on a putative class and representative basis in the
16 Action;

17 1.8 WHEREAS, the Parties further agree that this Agreement, the fact of this
18 Settlement, any terms of this Agreement, and any documents filed in connection with the
19 Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an
20 admission, finding, or evidence of: (i) any wrongdoing by any Released Parties; (ii) any
21 violation of any statute or law by Released Parties; (iii) any liability on the claims or
22 allegations in the Action on the part of any Released Parties; (iv) any waiver of Defendants'
23 right to arbitration or the enforceability of any arbitration agreement; or (v) the propriety of
24 certifying a class or pursuing representative relief under PAGA in the Action or any other civil
25 or administrative proceeding; and this Agreement shall not be used by any person for any
26 purpose whatsoever in any administrative or legal proceeding, including but not limited to
27 arbitrations, other than a proceeding to enforce the terms of this Agreement;

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1.9 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED by Plaintiff, for herself and on behalf of the Settlement Class Members, defined below, and Aggrieved Employees, defined below, and by Defendants that, subject to the approval of the Court, the Action shall be settled and compromised, and the Released Claims shall be finally and fully compromised and settled as to the Released Parties in the manner and upon the terms and conditions set forth in this Agreement.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement have these meanings:

2.1 “Action” means the case *Julie Dean v. Freemodel, Inc. et al.* (Superior Court of the State of California, County of Alameda, No. 23CV038315).

2.2 “Aggrieved Employees” is defined as all individuals who entered into Project Director Agreements with Freemodel, Inc. and/or worked as Project Directors for Freemodel, Inc. in California between July 20, 2022, through the date of Preliminary Approval of the parties’ settlement agreement by the Court.

2.3 “Claims Administrator” means Apex Class Action.

2.4 “Claims Administrator Expenses” means the maximum amount to be paid to the Claims Administrator, which shall not exceed four thousand dollars (\$4,000.00). All Claims Administrator Expenses are to be paid exclusively from the Maximum Settlement Amount.

2.5 “Class Members” means: all individuals who entered into Project Director Agreements with Freemodel, Inc. and/or worked as Project Directors for Freemodel, Inc. in California between July 14, 2019, and the date of preliminary approval of the parties’ settlement agreement by the Court (the “Class Period”).

2.6 “Class Period” means July 14, 2019, through the date of preliminary approval of the Parties’ Settlement Agreement by the Court.

2.7 “Class Counsel” means Hunter Pyle and Andrea A. Núñez of Hunter Pyle Law.

1 2.8 “Class Counsel Award” means the attorneys’ fees and reimbursement of
2 litigation costs and expenses awarded by the Court to Class Counsel to fully satisfy all claims
3 for attorneys’ fees and costs incurred by Plaintiff to litigate and settle this Action.

4 2.9 “Class Information” means information regarding Class Members that
5 Defendants will in good faith compile from their records and provide to the Claims
6 Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall
7 include each Class Member’s full name, last known mailing address, and applicable semi-
8 monthly pay periods. Because Class Members’ private information is included in the Class
9 Information, the Claims Administrator shall maintain the Class Information in confidence,
10 shall limit access to the information only to those employees of the Claims Administrator with
11 a need to use the Class Information as part of the administration of the Settlement, and shall
12 use and disclose the Class Information only for purposes of this Settlement.

13 2.10 “Class Notice” means the Notice of Class Action Settlement to be provided to
14 Class Members, substantially in the form attached as “Exhibit A.”

15 2.11 “Complete and General Release” means a release of the Released Parties from
16 all claims, including but not limited to any claims actual or potential, known or unknown,
17 which arise under or relate to, or are based on Dean’s working relationship with Freemodel
18 and the termination thereof, any and all contracts, promises, representations and statements to,
19 from or between the Parties, the common laws of any state, Title VII of the Civil Rights Act of
20 1964, the Equal Pay Act of 1963, all federal Civil Rights Acts, the Age Discrimination in
21 Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities
22 Act, the Employee’s Retirement Income Security Act of 1974, and all other state and federal
23 statutes, and all conduct of Freemodel’s past or present managers, officers and directors,
24 whether in their individual or representative capacities.

25 The Complete and General Release also means that Plaintiff Julie Dean voluntarily
26 waives the provisions, rights, and benefits of Section 1542 of the California Civil Code and of
27 any law, regulation or provision of any code of civil procedure of any other jurisdiction which
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1 is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which
2 provides as follows:

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

7 2.12 “Court” means the Alameda County Superior Court.

8 2.13 “Effective Date” means the first business day upon which the latest of the
9 following dates: (i) if no Class Member files an objection or, if they have filed objections, such
10 objections have been withdrawn, then the date the Court enters an order granting final
11 approval of the Agreement; (ii) if a Class Member files an objection to the Agreement that has
12 not been withdrawn, and if an appeal, review or writ is not sought from the order granting final
13 approval of the Agreement, then sixty-one calendar days after service of notice of entry of the
14 order; or (iii) if an appeal, review or writ is sought from the order, then the business day after
15 the court of last resort to which any appeal is taken has affirmed the order or the appeal,
16 review or writ is dismissed or denied, and the order is no longer subject to further appeal or
17 judicial review.

18 2.14 “Final Approval Date” means the date of the Court’s order finally approving this
19 Settlement.

20 2.15 “Final Approval Hearing” means the hearing at or after which the Court will
21 make a final decision as to whether the Settlement is fair, reasonable, and adequate, and
22 therefore is finally approved by the Court.

23 2.16 “Final Approval Order” means the Court’s order finally approving this
24 Settlement.

25 2.17 “Individual PAGA Payment” means Aggrieved Employees’ pro rata share of
26 25% of the PAGA Payment.

27 2.18 “Individual Settlement Payment” means the gross payment of each Settlement
28 Class Member’s Individual Settlement Share and Individual PAGA Payment, if applicable.

2.19 “Individual Settlement Share” means the pro rata payment of the Net Settlement Amount to each Settlement Class Member.

2.20 “Judgment” means the judgment to be entered in the Action upon final approval of the Settlement.

2.21 “Mailed Notice Date” means the date of the initial mailing of the Class Notice to Class Members.

2.22 “Net Settlement Amount” available to the Class Members for Distribution means the Gross Settlement less payment of (1) Class Counsel Award; (2) Service Award to Plaintiff; (3) PAGA Payment; and (4) Claims Administration Costs.

2.23 “PAGA Payment” means a total payment of \$35,000 as consideration for the PAGA Release. The PAGA Payment will be allocated exclusively as penalties under Labor Code section 2699, et seq. of which 75% (\$26,250) will be paid to the LWDA and the remainder (\$8,750) of which will be distributed to the Aggrieved Employees. The PAGA Payment shall be payable from the Maximum Settlement Amount.

2.24 “PAGA Period” means July 20, 2022, through the date of Preliminary Approval of the parties’ settlement agreement by the Court.

2.25 “PAGA Release” means and refers to the release provided by Plaintiff acting in their capacity as private attorneys general on behalf of the State of California, and on behalf of the Labor and Workforce Development Agency. The PAGA Release shall operate to release and discharge the Released Parties from any claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* that arose during the PAGA Period, as asserted in the Action, and were identified in Plaintiff’s PAGA letter to the LWDA dated July 20, 2023. This shall specifically include claims for: Labor Code §§ 226, 226.2, 226.7, 510, 512, 1182.11–1182.13, 1194, 1194.2, 1197, 1198, and 2802 and the related IWC Wage Order No. 4-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions, and related interest, fees, and costs (“Released Claims”).

2.26 “Plaintiff” means Julie Dean.

1 2.27 “Preliminary Approval” means entry of the Preliminary Approval Order.

2 2.28 “Preliminary Approval Order” means the order granting preliminary approval of
3 this Settlement Agreement.

4 2.29 “Released Claims” means all claims, charges, complaints, liens, demands, causes
5 of action, obligations, damages and liabilities, from July 14, 2019, through the date of
6 preliminary approval of the parties’ settlement agreement by the Court (“Relevant Time
7 Period”), that each participating class member had, now has, or may hereafter claim to have
8 during the Relevant Time Period against Defendants, its agents, officers, employees, directors,
9 owners, subsidiaries, DBA’s, affiliates and predecessor, successor, and parent companies
10 (“Released Parties”), and that were asserted in the Action, or that arise from or could have
11 been asserted based on any of the facts alleged in Plaintiff’s First Amended Complaint
12 (“Complaint”) and/or Notice to the California Labor Workforce Development Agency,
13 regardless of whether such claims arise under federal, state and/or local law, statute,
14 ordinance, regulation, common law, or other source of law. The Released Claims specifically
15 include, but are not limited to Labor Code §§ 226, 226.2, 226.7, 510, 512, 1182.11–1182.13,
16 1194, 1194.2, 1197, 1198, and 2802 and the related IWC Wage Order No. 4-2001 and
17 Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these
18 Labor Code and Wage Order provisions) and all other claims, such as those under the
19 California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could
20 have been pleaded based on the facts asserted in the Action, including: (1) Failure to
21 Reimburse Business Expenses; (2) Failure to Pay Minimum Wages; (3) Failure to Pay
22 Overtime Wages; (4) Failure to Provide Off-Duty Meal Periods; (5) Failure to Authorize and
23 Permit Rest Periods; (6) Failure to Provide Accurate Wage Statements; (7) Unlawful Business
24 Practices; (8) Civil Penalties Pursuant to PAGA as described in Plaintiff’s letter to the LWDA,
25 dated July 20, 2023, as well as interest, fees, and costs.

26 2.30 “Released Parties” means Defendants, its agents, officers, employees, directors,
27 owners, subsidiaries, DBA’s, affiliates and predecessor, successor, and parent companies.

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2.31 “Response Deadline” means the date by which a Class Member may: (i) request to be excluded from the Settlement; (ii) object to the Settlement; or (iii) dispute the number of Semi-Monthly Periods credited to him or her. The Response Deadline shall be sixty (60) calendar days after the Mailed Notice Date and shall be specifically identified and set forth in the Preliminary Approval Order and Class Notice. The Response Deadline may be extended in the event the Class Notice is re-mailed to any Class Members as set forth in section 6. In the event the Class Notice is re-mailed, the Claims Administrator shall advise the Class Member that they have an additional ten (10) calendar days from the original Response Deadline to submit a response (the “Extended Response Deadline”).

2.32 “Service Award” means the amounts approved by the Court to be paid to Plaintiff, in addition to Plaintiff’s respective Individual Settlement Payment. The Service Award payable to Plaintiff Julie Dean shall not exceed \$5,000 and shall be payable from the Maximum Settlement Amount.

2.33 “Settlement Class Members” means all Class Members who do not opt out of this Settlement.

2.34 “Maximum Settlement Amount” means a total of three-hundred and fifty thousand dollars \$350,000.00 for the class and representative claims in the Action, which Defendants agree to pay, on an all-in an non-reversionary basis, for the class and representative claims in the Action, which is inclusive of any Class Counsel Award, PAGA Payment, Service Award to Plaintiff, and Claims Administration Expenses.

2.35 “Void Date” means the date by which any checks issued to Settlement Class Members shall become void, i.e., on the 181st day after mailing.

3. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

3.1 Certification of Class: Solely for the purposes of this Settlement, the Parties stipulate and agree that the Court may certify the Class.

3.2 Appointment of Class Representative: Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff Julie Dean shall be appointed representative of the Class.

1 3.3 Appointment of Class Counsel: Solely for the purposes of this Settlement, the
2 Parties stipulate and agree that Class Counsel shall be approved as counsel for Settlement
3 Class Members.

4 3.4 Appointment of Claims Administrator: Solely for the purposes of this
5 Settlement, the Parties stipulate and agree that Apex Class Action shall be appointed to serve
6 as Claims Administrator. The Claims Administrator shall be responsible for establishing a toll-
7 free telephone number by which Class Members can inquire about the Settlement and a Post
8 Office Box for receipt of Class Members' communications; preparing, printing and mailing
9 the Class Notice; receiving and reviewing requests for exclusion, objections, or disputes
10 submitted by Class Members; calculating Individual Settlement Shares and Individual PAGA
11 Payments; calculating and paying any and all payroll tax or other required withholdings from
12 the wage portion of the Individual Settlement Shares as required under this Agreement and
13 applicable law; providing weekly status reports to Defendants' counsel and Class Counsel;
14 providing a due diligence declaration for the Court prior to the Final Approval Hearing;
15 mailing Individual Settlement Payments, the Service Award, the Class Counsel Award, and
16 75% of the PAGA Payment to the LWDA; printing and providing Plaintiff, Class Counsel,
17 and Settlement Class Members with IRS Forms W-2 or 1099 as required under this Agreement
18 and applicable law; providing a due diligence declaration for submission to the Court upon the
19 completion of the Settlement; and for other tasks as the Parties mutually agree. The Parties
20 agree to cooperate in the settlement administration process and to make all reasonable efforts
21 to control and minimize Claims Administrator Expenses.

22 3.5 Conditional Nature of Stipulation for Certification: Solely for the purposes of
23 this Settlement, the Parties stipulate and agree to the certification of the Class. Should for
24 whatever reason the Settlement not become effective, the fact that the Parties were willing to
25 stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
26 admissible in connection with, the issue of whether the Class should be certified in a non-
27 Settlement context in this Action or in any other lawsuit. Defendants expressly reserve its right
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1 to oppose any claim or class certification in this or any other action should this Settlement not
2 become effective.

3 3.6 The Parties agree to stay all proceedings in the Action, except those proceedings
4 necessary to implement and complete the Settlement, from the date that this Settlement
5 Agreement is executed by Plaintiff until such time as the Parties shall agree in writing that the
6 stay is lifted, which stay shall extend the time within which this action must be brought to trial
7 pursuant to California Code of Civil Procedure section 583.310, et seq.

8 **4. NON-REVERSIONARY SETTLEMENT CONSIDERATION**

9 4.1 Defendants' total monetary obligation under this Settlement is the Maximum
10 Settlement Amount (\$350,000) and is non-reversionary. This is an "all in" number that
11 includes, without limitation, all monetary benefits and payments for Settlement Class
12 Members, Service Award, the Class Counsel Award, Claims Administrator Expenses, the
13 PAGA Payment, and all other claims for interest, fees, and costs. Under no circumstances shall
14 Defendants be required to pay anything more than the Maximum Settlement Amount. In no
15 event shall Defendants be liable for making any payments under this Settlement, or for
16 providing any relief to the Settlement Class Members, before the Effective Date of this
17 Agreement. Within thirty (30) calendar days of the Effective Date, Defendants will transfer the
18 Maximum Settlement Amount to the Claims Administrator. Such funding is conditioned on
19 the Claims Administrator providing valid transmission instructions.

20 4.2 Defendants agree not to oppose Plaintiff Julie Dean's application for a Service
21 Award in an amount up to \$5,000. Any Service Award awarded by the Court shall be paid
22 from the Maximum Settlement Amount. If the Court awards less than the full Service Award,
23 the unawarded funds shall become part of the Net Settlement Fund.

24 4.3 Plaintiff shall seek a Class Counsel Award from the Court, consisting of
25 attorneys' fees in an amount of up to \$122,500 and all litigation costs and expenses incurred
26 subject to proof in an amount not to exceed \$25,000. Defendants agree not to oppose a request
27 for these amounts. Any Class Counsel Award awarded by the Court shall be paid from the
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Maximum Settlement Amount. Any portion of the Class Counsel Award that is not approved by the Court and awarded to Class Counsel shall become part of the Net Settlement Fund.

4.4 The Parties agree to allocate thirty-five thousand dollars (\$35,000) for the PAGA Payment, of which 75% or \$26,250 shall be paid to the LWDA, and the remaining 25% or \$8,750 shall be paid to Aggrieved Employees on a pro rata basis based on the number of semi-monthly periods between July 20, 2022, or the date of execution of their respective Project Director Agreements (whichever is later) and the date of Preliminary Approval or the date their respective relationships ended with Defendants (whichever is earlier), and irrespective of whether or not they request exclusion from the Settlement. The PAGA Payment shall be paid from the Maximum Settlement Amount. Any portion of the PAGA Payment that is not approved by the Court shall become part of the Net Settlement Fund.

4.5 The Claims Administrator Expenses are estimated not to exceed four thousand dollars (\$4,000). The Claims Administrator Expenses shall be paid from the Maximum Settlement Amount. Any portion of the Claims Administrator Expenses not actually incurred by the Claims Administrator shall become part of the Net Settlement Fund.

4.6 The Claims Administrator shall calculate the Individual Settlement Shares based on the Class Information provided to the Claims Administrator by Defendants. Payment of Individual Settlement Shares to Settlement Class Members will be made from the Net Settlement Fund as follows:

(a) The allocation of the Net Settlement Fund shall be made pursuant to a formula by which each Class Member receives a pro rata portion of the Net Settlement Amount based on the number of semi-monthly periods between July 14, 2019, or the date of execution of their respective Project Director Agreements (whichever is later) and the date of Preliminary Approval or the date their respective relationships ended with Defendants (whichever is earlier), and irrespective of whether or not they request exclusion from the Settlement.

(b) Each Class Member's number of semi-monthly periods will be derived by Defendants based on the records kept by Defendants in the ordinary course of

1 business during the Class Period. Individual Settlement Shares shall be characterized
2 as 20 percent for reimbursement of expenses, 60 percent penalties, and 20 percent
3 interest. Each Class Member's gross settlement award will be reported on a 1099
4 Form.

5 4.7 Aggrieved Employees will receive an Individual PAGA Payment that consists of
6 a pro rata share of 25% of the PAGA Payment based on the number of semi-monthly periods
7 between July 20, 2022, or the date of execution of their respective Project Director
8 Agreements (whichever is later) and the date of Preliminary Approval or the date their
9 respective relationships ended with Defendants (whichever is earlier). The Individual PAGA
10 Payment to be made to each Aggrieved Employee shall be calculated by multiplying the value
11 of a semi-monthly period by the number of semi-monthly periods worked by the Aggrieved
12 Employee during the PAGA Period.

13 4.8 Settlement Class Members may dispute the number of semi-monthly periods
14 with which they have been credited, as reflected in their respective Class Notices. In order to
15 dispute semi-monthly periods, Settlement Class Members must submit a written letter returned
16 to the Claims Administrator by mail at the specified address, postmarked on or before the
17 Response Deadline. The written letter must: (a) contain the case name and number of the
18 Action; (b) be signed by the Settlement Class Member; (c) contain the full name, address,
19 telephone number, and the last four digits of the Social Security Number of the disputing
20 Settlement Class Member; (d) clearly state that the Settlement Class Member disputes the
21 number of semi-monthly periods credited to them and what they contend is the correct number
22 to be credited to them; and (e) include information or attached documentation demonstrating
23 that the amount of semi-monthly periods that they contend should be credited to them are
24 correct. The date of the postmark on the submission will be the exclusive means to determine
25 whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of
26 Defendants' records and data as they pertain to the number of semi-monthly periods to be
27 credited to a disputing Settlement Class Member, Defendants' records will be presumptively
28 determinative in any dispute over entitlement to payment or over membership in the Class.

1 However, if a Class Member produces information or documents to the contrary, the Claims
2 Administrator will evaluate the materials submitted by the Class Member and the Claims
3 Administrator will resolve and determine the number of eligible semi-monthly periods that the
4 disputing Settlement Class Member should be credited with under the Settlement. The Claims
5 Administrator's decision on such disputes will be final and non-appealable.

6 4.9 Individual PAGA Payments will be allocated as one hundred percent (100%)
7 penalties to be reported on IRS Form 1099.

8 4.10 Settlement Class Members (except Plaintiff with respect to her Service Award
9 and Individual Settlement) are not eligible to receive any compensation other than the
10 Individual Settlement Payments discussed above.

11 4.11 The Claims Administrator shall never be empowered to make payments to Class
12 Members exceeding the total Net Settlement Fund or deviate from the payment formula agreed
13 upon by the Parties.

14 4.12 Amounts paid to Plaintiff and Settlement Class Members pursuant to this
15 Settlement Agreement shall be deemed to be paid to such Settlement Class Members and
16 Aggrieved Employees solely in the year in which such payments actually are received by the
17 Settlement Class Members and Aggrieved Employees. It is expressly understood and agreed
18 that such Individual Settlement Payment and Individual PAGA Payments will not be utilized
19 to calculate any additional compensation or any additional benefits under any compensation or
20 benefit plans to which any Settlement Class Member or PAGA Employee may be eligible,
21 including, but not limited to: bonus, contest or commissions plans; profit-sharing plans, bonus
22 plans, 403(b) and 457 plans, deferred compensation plans; vacation plans, sick leave plans,
23 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
24 Agreement will not affect any rights, contributions, or amounts to which any Settlement Class
25 Members or Aggrieved Employees may be entitled under any compensation or benefit plans.

26 4.13 In consideration of her Service Award, Plaintiff Julie Dean, individually and on
27 behalf of her heirs, estates, trustees, executors, administrators, representatives, agents,
28 successors, and assigns, and anyone claiming through them or acting or purporting to act on

her behalf, agrees to provide a Complete and General Release.

4.14 In exchange for the consideration provided by Defendants, Plaintiff Julie Dean, acting in the capacity of a representative of the State of California and on behalf of the group of Aggrieved Employees, agrees to release any and all claims pursuant to the PAGA Release.

4.15 In exchange for the consideration provided by Defendants, Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, will agree to forever release, discharge, and hold harmless each and all of the Released Parties for the Released Claims during the Class Period.

4.16 All releases identified herein shall be null and void if Defendants fail to fully fund the Maximum Settlement Amount. The releases identified herein shall become effective on the date on which Defendant fully funds the Maximum Settlement Amount.

4.17 Any uncashed settlement compensation left after distributing the Net Settlement Amount and after the 180-day period for negotiating checks will constitute a *cy pres* fund to be distributed to Legal Aid at Work, subject to Court approval.

4.18 Defendants will not receive reversion of any part of the Maximum Settlement Amount, unless the Settlement is not finally approved by the Court with the terms materially identical to the terms articulated in this Agreement. In the event the Settlement is void per this term, or is not given final approval by the Court, Defendants will bear only one half of the already-accrued costs of the Claims Administrator.

5. PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF THE SETTLEMENT

5.1 After execution of this Settlement Agreement, Plaintiff shall promptly submit a motion for preliminary approval of the Settlement to the Court, along with the Settlement Agreement. Plaintiff will provide the proposed motion to Defendants' counsel of record no less than five (5) calendar days before the motion is filed for review and comment. Plaintiff's motion for preliminary approval shall request that the Court enter a preliminary approval order. Drafts of the motion for preliminary approval, including the proposed preliminary

1 approval order, shall be provided to Defendants' counsel at least five (5) court days before the
2 documents are filed and approved of in writing before being filed.

3 5.2 The Preliminary Approval Order shall:

- 4 • Conditionally certify the Settlement Class for settlement purposes;
- 5 • Preliminarily appoint Plaintiff as representative of the proposed Settlement
- 6 Class;
- 7 • Preliminarily approve Class Counsel to represent the Settlement Class;
- 8 • Appoint Apex Class Action as the Claims Administrator and order the Claims
- 9 Administrator to provide notice of the Settlement as outlined in this Agreement;
- 10 • Stay all litigation of the Action pending the Final Approval Hearing, except as
- 11 necessary to implement and effectuate the Settlement; and
- 12 • Order that the preliminary approval of the Settlement, conditional certification
- 13 of the Settlement Class, and all actions associated with them, are undertaken on
- 14 the condition that they shall be vacated if the Settlement Agreement is
- 15 disapproved in whole or in part by the Court, or any appellate court or other
- 16 court of review, in which event the Settlement Agreement and the fact that it
- 17 was entered into shall not be offered, received, or construed as an admission or
- 18 as evidence for any purpose, including but not limited to an admission by any
- 19 Party of liability or non-liability or of the certifiability of a litigation class or the
- 20 appropriateness of maintaining a representative action.

21 5.3 The motion for preliminary approval shall request: the Final Approval Hearing;
22 that any determination on the request for a Class Counsel Award and Service Award be set no
23 earlier than forty-five (45) calendar days after the Response Deadline; and that Plaintiff be
24 permitted to file Plaintiff's motion for final approval of the Settlement no later than sixteen
25 (16) court days before the Final Approval Hearing.

26 5.4 At the same time that Plaintiff files the motion for preliminary approval, Class
27 Counsel will submit the Settlement Agreement to the LWDA.

28 **6. PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

1 6.1 No more than thirty (30) calendar days after Preliminary Approval, Defendants
2 shall provide the Claims Administrator with the Class Information for purposes of sending the
3 Class Notice to Class Members.

4 6.2 No more than forty-five (45) calendar days after Preliminary Approval, the
5 Claims Administrator shall mail the Class Notice to Class Members via first-class regular U.S.
6 mail. Prior to mailing, the Claims Administrator will perform a search based on the National
7 Change of Address Database to update and correct for any known or identifiable address
8 changes. For each Class Notice returned as undeliverable without a forwarding address, the
9 Claims Administrator will perform a single computer or “skiptrace” search to obtain an
10 updated address. All Class Members’ names and postal mail addresses obtained through these
11 sources shall be protected as confidential and not used for purposes other than the notice and
12 administration of this Settlement. The address determined by the Claims Administrator as the
13 current mailing address shall be presumed to be the best mailing address for each Class
14 Members. The Claims Administrator shall promptly re-mail the Class Notice to any Class
15 Member whose original notice was returned because of a wrong address within three (3)
16 business days of obtaining an updated address and advise the Class Member of the Extended
17 Response Deadline.

18 6.3 If any Class Notice to a Class Member is returned to the Claims Administrator
19 with a forwarding address, the Claims Administrator shall forward the postal mailing to that
20 address within three (3) business days. Class Members whose Class Notices are re-mailed
21 shall have an additional ten (10) calendar days from the original Response Deadline to submit
22 a response (the Extended Response Deadline). The Claims Administrator will advise Class
23 Members of the Extended Response Deadline where applicable.

24 6.4 The Claims Administrator shall continue to obtain updated mailing addresses for
25 any undeliverable Class Notices until the Response Deadlines. The Claims Administrator shall
26 maintain a log detailing the instances Class Notices are returned as undeliverable, re-mailed,
27 and when applicable, returned again.

1 6.5 The Class Notice shall include a statement as to the number of semi-monthly
2 periods credited to the Class Member, where applicable, as well as an explanation of how the
3 Workweeks will be used to calculate the Individual Settlement Shares and Individual PAGA
4 Payments if applicable.

5 6.6 The Class Notice will inform Class Members that, unless they submit a request
6 to be excluded from the Settlement, they will become Settlement Class Members and will
7 receive Individual Settlement Payments under the Agreement.

8 6.7 The Class Notice will inform Class Members of their right to request exclusion
9 from the Settlement or to object to the Settlement, dispute the amount of semi-monthly periods
10 credited to them, and of the procedure for doing so. The Class Notice will also inform Class
11 Members that if they request exclusion from the Class, they may not also object to the
12 Settlement or dispute the number of Workweeks credited to them. The Class Notice will
13 inform PAGA Employees that all claims to PAGA penalties are settled by operation of law
14 and that they are not able to exclude themselves from the PAGA Release and will receive an
15 Individual PAGA Payment whether or not they request exclusion from the Action and the
16 Settlement.

17 6.8 Class Members will have sixty (60) days from the mailing of the Class Notice to
18 submit a request for exclusion or objections (which periods shall run concurrently). However,
19 the Court will consider any oral objections made at the hearing on final approval.

20 6.9 The Parties agree that the procedures set forth in this Section comply with all
21 due process requirements, constitute reasonable and best practicable notice under the
22 circumstances, and constitute an appropriate and sufficient effort to locate current addresses
23 for Class Members such that no additional efforts to do so shall be required.

24 6.10 No more than ten (10) calendar days after the Response Deadline or Extended
25 Response Deadline in the event the Class Notice is re-mailed, the Claims Administrator shall
26 provide a declaration of due diligence confirming: its dissemination of the Class Notice in
27 accordance with the notice procedures of this Agreement; all attempts by the Claims
28 Administrator to locate Class Members; the number of delivered and undeliverable Class

1 Notices; the number of objections received and copies of same; the number of requests for
2 exclusion received and copies of same; and the number of semi-monthly periods payment
3 disputes received. Class Counsel shall be responsible for filing the due diligence declaration
4 with the Court.

5 **7. PROCEDURE FOR REQUESTING EXCLUSION**

6 7.1 All requests for exclusion will be submitted to the Claims Administrator, who
7 will timely certify jointly to Plaintiff's counsel and Defendants' counsel the forms that were
8 timely and correctly submitted.

9 7.2 Class Members who wish to exclude themselves from (or "opt out" of) the
10 Settlement must submit timely, signed written requests for exclusion from the Settlement to
11 the Claims Administrator that includes the Class Member's name, a clear and unequivocal
12 statement that the individual wishes to be excluded from the Settlement, and the Class
13 Member's signature.

14 7.3 The request for exclusion must be mailed to the Claims Administrator at the
15 address provided in the Class Notice and must be postmarked no later than the Response
16 Deadline. The date of the postmark on the envelope containing the request for exclusion shall
17 be the exclusive means used to determine whether a request for exclusion has been timely
18 submitted.

19 7.4 The Claims Administrator shall immediately notify Class Counsel and counsel
20 for Defendants by email and phone if the number of timely-submitted requests for exclusion
21 reaches ten percent (10%) of all Class Members. If Class Members representing more than
22 10% of the total semi-monthly in the Class Period submit exclusion forms of any kind,
23 Defendants may exercise the option to rescind and revoke the entire Settlement Agreement by
24 sending written notice to Class Counsel that it revokes the Settlement within ten (10) calendar
25 days after notice from the Claims Administrator. However, if Defendants exercise this option,
26 it will be responsible for paying all settlement administration costs incurred to date.

27 7.5 All Class Members who do not opt out of the Settlement shall be bound by the
28 Final Approval Order and Judgment even if they never received the Class Notice or other

1 actual notice of this Settlement. However, if a Class Member's information was not part of the
2 Class Information that Defendants provided to the Claims Administrator, Defendants shall
3 provide additional funding sufficient to fully fund the share the Class Member would have
4 otherwise been entitled to receive under the terms of this Agreement.

5 7.6 Plaintiff agrees not to request exclusion from the Settlement.

6 7.7 The Parties agree there is no statutory or other right for any Aggrieved
7 Employee to opt out or otherwise exclude themselves from the settlement and release of the
8 PAGA Claims.

9 **8. PROCEDURE FOR WRITTEN OBJECTION**

10 8.1 Class Members need not file a written objection or notice intent to appear at the
11 hearing on final approval. However, [a]ny Class Member who has not opted out of the
12 Settlement and who wishes to submit a written objection to the fairness, reasonableness, or
13 adequacy of this Agreement may provide the written objection to the Claims Administrator,
14 who shall immediately forward it to Class Counsel and counsel for Defendants by the
15 Response Deadline or Extended Response Deadline.

16 8.2 All written objections and supporting papers must be postmarked no later than
17 the Response Deadline or Extended Response Deadline if applicable. The date of the postmark
18 on the envelope containing the objection shall be the exclusive means used to determine
19 whether the written objection has been timely submitted. The Parties shall file any objections
20 received with the Court prior to the Final Approval Hearing.

21 8.3 Written objections should contain at least the following: (i) the objector's full
22 name, address, telephone number, last four digits of their Social Security number, and
23 signature; (ii) the name and case number of the Action; (iii) a statement of the specific legal
24 and factual basis for each objection argument; and (iv) a statement whether the objector
25 intends to appear at the Final Approval Hearing, either remotely, in person, or through
26 counsel, and, if through counsel, a statement identifying that counsel by name, bar number,
27 address, and telephone number.

1 8.4 Class Members who object to the Settlement shall remain Settlement Class
2 Members and shall be deemed to have voluntarily waived their right to pursue an independent
3 remedy against Defendants and the Released Parties for the Released Claims if the Court
4 grants final approval of the Settlement. To the extent any Settlement Class Member objects to
5 the Settlement, and such objection is overruled in whole or in part, those Settlement Class
6 Members will be forever bound by the Final Approval Order and Judgment if the Court grants
7 final approval of the Settlement.

8 8.5 The Parties agree there is no statutory or other right for any Aggrieved
9 Employee to object to the PAGA Release portion of the Settlement.

10 **9. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE**
11 **SETTLEMENT**

12 9.1 Promptly after receipt of the declaration of due diligence from the Claims
13 Administrator, Plaintiff shall file a motion requesting final approval of the Settlement, along
14 with a proposed Final Approval Order. Drafts of the motion for final approval of the
15 Settlement and proposed Final Approval Order shall be provided to Defendants' counsel at
16 least five (5) court days before the documents are filed and approved of in writing before it is
17 filed.

18 9.2 The Final Approval Order shall adjudge, among other things, that:

- 19 • The Claims Administrator has fulfilled its initial notice and reporting duties
20 under the Settlement and that the Class Notice: (i) constituted the best
21 practicable notice; (ii) constituted notice that was reasonably calculated under
22 the circumstances to apprise Class Members of the pendency of the Action and
23 their right to exclude themselves from or object to the proposed Settlement and
24 to appear at the Final Approval Hearing; (iii) was reasonable and constituted
25 due, adequate, and sufficient notice to all persons entitled to receive notice; and
26 (iv) met all applicable requirements of due process and any other applicable
27 rules or law;
- 28 • The Settlement is fair, reasonable, and adequate;

- Plaintiff and Class Counsel may adequately represent the Settlement Class for the purpose of entering into and implementing the Agreement;
- The Claims Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- Legal Aid at Work is approved as the *cy pres* beneficiary;
- The Final Approval Order and Judgment shall be final and entered forthwith;
- Without affecting the finality of the Final Approval Order and Judgment, the Court retains continuing jurisdiction over Plaintiff, Defendants, and Settlement Class Members, as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- As of the Effective Date of the Release, Plaintiff and Settlement Class Members compromised, settled, discharged, and provided the release of the Released Class Claims during the applicable time period against Defendants and the Released Parties and are bound by the provisions of this Settlement Agreement;
- The State's claims for civil penalties pursuant to PAGA are also extinguished.
- This Settlement Agreement and the Final Approval Order and Judgment are binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that encompass Plaintiff's and Settlement Class Members' claims released herein, and that are maintained by or on behalf of Plaintiff and Settlement Class Members;
- The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued;

9.3 In a separate motion to be heard at the same time as the Final Approval Hearing, Class Counsel shall request entry of an Order approving the Class Counsel Award and the

1 Service Award to Plaintiff. Any Class Counsel Award or Service Award shall be paid
2 exclusively from the Maximum Settlement Amount.

3 9.4 The Parties expressly agree that the Court's approval or denial of any request for
4 a Service Award is not a material condition to this Agreement and is to be considered by the
5 Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement.
6 Any order or proceeding relating to the application by Class Counsel of a Service Award shall
7 not operate to terminate or cancel this Agreement. To the extent the Court awards less than the
8 amount of the requested Service Award, the consideration referenced herein shall not be
9 affected, and the requirement for or validity of an executed Complete and General Release by
10 Plaintiff Julie Dean shall remain in force and effect. To the extent the Court awards less than
11 the amount of the requested Service Award, any remaining amount will be redistributed
12 amongst participating Class Members on a pro rata basis.

13 **10. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT**
14 **BECOMES EFFECTIVE**

15 10.1 Defendants shall provide payment to the Claims Administrator as provided in
16 section 4.1.

17 10.2 Within thirty (30) calendar days of receipt of the Maximum Settlement Amount,
18 the Claims Administrator shall distribute the following payments: (a) full payment to Plaintiff
19 of Plaintiff's Court-approved Service Award; (b) full payment to the LWDA for its 75%
20 portion of the PAGA Payment; (c) full payment of the Court-approved Claims Administrator
21 Expenses; (d) full payment of the Individual Settlement Payments to Settlement Class
22 Members; (e) full payment to Aggrieved Employees of their 25% portion of the PAGA
23 Payment; and (f) the Court-approved Class Counsel Award to Class Counsel.

24 10.3 The Claims Administrator shall prepare all tax forms related to any and all
25 employer taxes incurred by Defendants as a result of this Settlement, shall inform Defendants
26 and their Counsel of the amounts owed, shall collect the necessary funds from Defendants and
27 remit them to the requisite taxing authorities.

1 10.4 If any Individual Settlement Payments are not cashed, deposited, or negotiated
2 on or before the Void Date, then thirty (30) calendar days after the Void Date, the Claims
3 Administrator shall void the uncashed checks and shall transmit the funds to Legal Aid at
4 Work.

5 10.5 Upon completion of administration of the Settlement, the Claims Administrator
6 will provide a written declaration under oath to certify completion to the Court and counsel for
7 all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of
8 the Settlement.

9 10.6 The Individual Settlement Payments cashed shall be reported by the Claims
10 Administrator to the applicable governmental authorities on IRS Form 1099s if required. The
11 portions allocated to the Service Award shall likewise be reported on IRS Form 1099s by the
12 Claims Administrator. The Claims Administrator shall be responsible for issuing copies of all
13 IRS Forms for Plaintiff and Settlement Class Members.

14 10.7 The Parties make no representation as to the tax treatment or legal effect of the
15 payments called for here, and Plaintiff and the Settlement Class Members are not relying on
16 any statement, representation, or calculation by any of the Parties, their counsel, or the Claims
17 Administrator in this regard. Plaintiff and Settlement Class Members understand and agree
18 that they will be solely responsible for payment of any taxes and penalties assessed on the
19 payments described herein and will hold Plaintiff, Class Counsel, Defendants, Defendants'
20 counsel, and the Released Parties free and harmless from and against any claims resulting
21 from the tax treatment of payments under this Agreement. Plaintiff and the Settlement Class
22 Members acknowledge and agree that no provision of this Settlement, and no written
23 communication or disclosure between or among the Parties or their attorneys and other
24 advisers, is or was intended to be, nor will any such communication or disclosure constitute or
25 be construed or be relied upon as, tax advice within the meaning of United States Treasury
26 Department Circular 230 (31 C.F.R. Part 10, as amended).

27 10.8 Payments and tax reporting by the Claims Administrator in the manner described
28 above shall be deemed conclusive of compliance with this Settlement Agreement as to all

1 Settlement Class Members. No Settlement Class Members shall have any claim against the
2 Plaintiff, Class Counsel, Defendants, Defendants' counsel, or the Claims Administrator for
3 distributions made substantially in accordance with this Settlement Agreement or orders of the
4 Court.

5 **11. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
6 **SETTLEMENT AGREEMENT**

7 11.1 If the Court does not approve the Settlement as set forth in this Settlement
8 Agreement, or if the Court enters the Judgment and appellate review is sought, and on such
9 review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final
10 Approval Order does not otherwise become Final, then this Settlement Agreement shall be
11 cancelled and terminated, unless all Parties, in their sole discretion within thirty (30) days from
12 the date such ruling becomes final, provide written notice to all other Parties of their intent to
13 proceed with the Settlement under the terms of the Judgment as it may be modified by the
14 Court or any appellate court.

15 11.2 In the event that: (i) the Settlement is not approved, is overturned, or is
16 materially modified by the Court or on appeal; (ii) the Judgment does not become Final; or
17 (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective pursuant
18 to this Agreement, then: (a) the Parties stipulate and agree that the Settlement, the Class
19 Information, and all documents exchanged and filed in connection with the Settlement shall be
20 treated as inadmissible mediation communications under Cal. Evid. Code §§ 1115 *et seq.*; (b)
21 the Settlement shall be without force and effect upon the rights of the Parties, and none of its
22 terms shall be effective or enforceable, with the exception of this paragraph, which shall
23 remain effective and enforceable; (c) the Parties shall be deemed to have reverted to their
24 respective status prior to execution of this Agreement; (d) all Orders entered in connection
25 with the Settlement, including the certification of the Class, shall be vacated without prejudice
26 to any Party's position on the issue of class certification, the issue of amending the complaint,
27 or any other issue, in this Action or any other action, and the Parties shall be restored to their
28 litigation positions existing on the date of execution of this Agreement; and (e) the Parties

1 shall proceed in all respects as if the Settlement Agreement and related documentation and
2 orders had not been executed, and without prejudice in any way from the negotiation or fact of
3 the Settlement or the terms of the Settlement Agreement. The Settlement, all documents,
4 orders, and evidence relating to the Settlement, the fact of their existence, any of their terms,
5 any statement or report concerning the Settlement Agreement, its existence, or their terms, any
6 negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance
7 of the Settlement Agreement shall not be admissible in any proceeding, and shall not be
8 offered, received, or construed as evidence of a presumption, concession, or an admission of
9 liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation
10 class, or otherwise used by any person for any purpose whatsoever, in any trial of this Action
11 or any other action or proceedings.

12 **12. ADDITIONAL PROVISIONS**

13 12.1 Exhibit A to this Agreement, the Class Notice, is an integral part of the
14 Settlement and is incorporated by reference as though fully set forth herein.

15 12.2 Unless otherwise noted, all references to “days” in this Agreement are to
16 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
17 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

18 12.3 The Parties to the Settlement agree that the terms of the Settlement were
19 negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length
20 mediation session, and reflect a settlement that was reached voluntarily based upon adequate
21 information and sufficient discovery and after consultation with experienced legal counsel.

22 12.4 Plaintiff, Class Counsel, Defendants, and counsel for Defendants have concluded
23 that the Settlement constitutes a fair, reasonable, and adequate resolution of the claims that
24 Plaintiff asserted against Defendants, including the claims on behalf of the Class Members,
25 and that it promotes the best interests of the Class Members.

26 12.5 To the extent permitted by law and unless otherwise necessary to seek Court
27 approval of this Settlement Agreement, all agreements made and orders entered during the
28

1 course of the Action relating to the confidentiality of information shall survive this Settlement
2 Agreement.

3 12.6 The waiver by one Party of any breach of this Settlement Agreement by any
4 other Party shall not be deemed a waiver of any other prior or subsequent breach of this
5 Settlement Agreement.

6 12.7 The Parties may not amend or modify any provision of this Settlement
7 Agreement except by written agreement signed by counsel for the Parties and subject to any
8 necessary Court approval.

9 12.8 All notices, demands, and other communications to be provided concerning this
10 Settlement Agreement shall be in writing and delivered by receipted delivery and by email at
11 the addresses set forth below, or such other addresses as either Party may designate in writing
12 from time to time:

13
14 if to Defendants:

15 **GORDON REES SCULLY**
16 **MANSUKHANI, LLP**

17 Linh T. Hua, Esq.
18 Simran Virdi, Esq.
19 633 West Fifth Street
20 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470
lhua@grsm.com
svirdi@grsm.com

if to Plaintiff:

HUNTER PYLE LAW

Hunter Pyle, Esq.
Andrea A. Núñez, Esq.
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
hunter@hunterpylelaw.com
anunez@hunterpylelaw.com

21 12.9 This Settlement Agreement, including its Exhibits, constitutes the entire
22 agreement among the Parties, and no representations, warranties, or inducements have been
23 made to any Party concerning this Settlement Agreement or its Exhibits, other than the
24 representations, warranties, and covenants contained and memorialized in this Settlement
25 Agreement and its Exhibits.

26 12.10 This Settlement Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them, including facsimile, electronic, and scanned copies of
28 the signature page, shall be deemed to be one and the same instrument.

1 12.11 The Parties and their respective counsel agree that they will use their best efforts
2 to obtain all necessary approvals of the Court required by this Agreement. The Parties agree
3 that Plaintiff will submit to the Court a Motion for Preliminary Approval of this Settlement
4 containing all of the terms and conditions contained herein notwithstanding any new legal
5 developments regarding the Released Claims or PAGA Release.

6 12.12 This Settlement Agreement shall be binding upon and shall inure to the benefit
7 of the successors and assigns of the Parties, including any and all Released Parties and any
8 corporation, partnership, or other entity into or with which any Party hereto may merge,
9 consolidate, or reorganize.

10 12.13 In the event of any dispute arising out of the performance or breach of any
11 provision of this Settlement Agreement, the prevailing party in such disputes shall be entitled
12 to recover his, her, or its reasonable attorneys' fees and costs incurred arising from the dispute,
13 provide that the prevailing party gives 30 days written notice before commencing legal action
14 regarding any failure to perform or breach of any provision of this Settlement Agreement.

15 12.14 This Settlement Agreement shall not be construed more strictly against one Party
16 than another merely because of the fact that it may have been prepared by counsel for one of
17 the Parties. It is recognized that because of the arm's-length negotiations resulting in the
18 Settlement Agreement, all Parties have contributed substantially and materially to the
19 preparation of the Settlement Agreement.

20 12.15 Except where this Settlement Agreement itself provides otherwise, all terms,
21 conditions, and Exhibits are material and necessary to this Settlement Agreement and have
22 been relied upon by the Parties in entering into this Settlement Agreement.

23 12.16 This Settlement Agreement shall be governed by California law. Any action
24 based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the
25 Alameda County Superior Court, which shall retain jurisdiction over all such disputes. All
26 Parties to this Settlement Agreement shall be subject to the jurisdiction of this Court for all
27 purposes related to this Settlement Agreement.

28

1 12.17 The Court shall retain continuing and exclusive jurisdiction over the Parties to
2 this Settlement Agreement for the purpose of the administration and enforcement of this
3 Settlement Agreement.

4 12.18 The headings used in this Settlement Agreement are for the convenience of the
5 reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

6 12.19 In construing this Settlement Agreement, the use of the singular includes the
7 plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).
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SO STIPULATED.

Date: _____, 2024 JULIE DEAN

Plaintiff

Date: _____, 2024 JOHN GERALD GARNER

Defendant

Date: _____, 2024 FREEMODEL, INC.

By: _____
Title: _____

APPROVED AS TO FORM

Date: _____, 2024 HUNTER PYLE LAW PC

Hunter Pyle
Andrea A. Núñez

Attorneys for Plaintiff Julie Dean and the
putative class and aggrieved employees

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DATE: _____, 2024

GORDON REES SCULLY
MANSUKHANI, LLP

Linh T. Hua
Simran Virdi

Attorneys for Defendants John Gerald
Garner and Freemodel, Inc.