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Attorneys for Defendant
HULCHER SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DEON-DRA HARRIS, JONATHAN
ANDRADE ALONZO, and OMAR
SOTO, individually, and on behalf of other
persons similarly situated,

Plaintiffs,

v.

HULCHER SERVICES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVSB2331186

ASSIGNED FOR ALL PURPOSES TO THE
HON. STEPHANIE TANADA; DEPT. S33

**AMENDED JOINT STIPULATION OF
CLASS AND PAGA SETTLEMENT AND
RELEASE**

Complaint Filed: November 30, 2023
Trial Date: None

1 This Amended Joint Stipulation of Class Action and PAGA Settlement and Release is entered
2 into between Plaintiffs Deon-Dra Harris, Jonathan Andrade Alonzo, and Omar Soto (collectively,
3 “Plaintiffs” or “Named Plaintiffs”) and Defendant Hulcher Services, Inc. (“Defendant”). The
4 Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or separately as “Party.”

5 DEFINITIONS

6 1. Action. The “Action” means the class action complaint and charge, including
7 the lawsuit entitled, *Deon-Dra Harris et al. v. Hulcher Services, Inc. et al.*, San Bernardino County
8 Superior Case No. CIVSB2331186.

9 2. Agreement. “Agreement” shall refer to the instant Class Action and PAGA
10 Settlement Agreement and Stipulation.

11 3. Class Counsel. “Class Counsel” shall mean Matthew J. Matern, Joshua D.
12 Boxer, and Hayley Davis of Matern Law Group, PC and/or any successor(s) thereof.

13 4. Class Members, the Class, and Settlement Class Members. “Class Members”
14 shall mean all current or former hourly-paid or non-exempt employees of Defendant who worked for
15 Defendant within the State of California at any time during the Class Period. The “Settlement Class”
16 or “Settlement Class Members” means all Class Members other than those who opt out (see paragraphs
17 20 and 58.e), as well as PAGA Members (see paragraph 24).

18 5. Class Notice. “Class Notice” means the document mutually agreed upon by the
19 Parties and approved by the Court to be sent to the Class and PAGA Members in English following
20 preliminary approval that includes the scope of release language for Settled Claims and Settled PAGA
21 Claims, notifies Class Members and PAGA Members of the Settlement, explains the Settlement and
22 Class Members’ options, including how Class Members may opt out or object to the Settlement, and
23 explains the facts and methods based on which the Class Member’s and PAGA Members’ estimated
24 settlement payments are calculated, substantially in the form attached hereto as “**Exhibit A**”.

25 6. Class Period. “Class Period” means the period of time beginning on
26 November 30, 2019 through March 22, 2025 (“Class Period”).

27 7. The Court. The “Court” refers to the San Bernardino County Superior Court or
28 other court or courts that will approve the Action, whether individually or together.

1 8. Day. “Day” or “days” refers to a calendar day(s) unless otherwise stated. If any
2 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
3 on the next business day.

4 9. Defendant. “Defendant” means Hulcher Services, Inc.

5 10. Effective Date. “Effective Date” of this Agreement means the first business
6 day following the last of the following occurrences: (i) if no Class Member timely and properly
7 intervenes, files a timely motion to vacate the Judgment under, or objects or otherwise challenges the
8 Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if
9 a Class Member timely intervenes or files a timely motion to vacate the judgment or objects or
10 otherwise challenges the Settlement, then sixty-one (61) days following the date the Court enters an
11 Order Granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely
12 intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement,
13 and files a timely appeal, then the date of final resolution of that appeal (including any requests for
14 rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the
15 Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant shall
16 deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule
17 explained in paragraph 69 of this Agreement. In the event an appeal, writ, motion challenging the
18 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed
19 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be
20 returned if the Agreement is not finally and completely approved in all respects.

21 11. Exclusion Period. The “Exclusion Period” means the time period commencing
22 on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60)
23 days later on the deadline to submit an Opt Out Request or Objection.

24 12. Final Judgment. “Final Judgment” means the judgment entered and filed by
25 the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues
26 raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members
27 from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the
28 Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral

1 estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties;
2 and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement
3 (approved Class Counsel's attorneys' fees and costs, Settlement Payments to Class Members and
4 PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final
5 resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all
6 Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

7 13. Final Settlement Approval Hearing. "Final Settlement Approval Hearing"
8 means the hearing at which the Court shall consider the motion for final approval of this Settlement
9 and determine whether to fully and finally approve the fairness and reasonableness of this Settlement
10 and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement
11 Class Members from asserting Settled Claims against Released Parties and all PAGA Members from
12 pursuing Settled PAGA Claims against Released Parties.

13 14. Funding Payments. "Funding Payments" means the payment(s) remitted to the
14 Settlement Administrator ("SA") by Defendant following Final Judgment and the Effective Date in
15 full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the
16 GSA, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA
17 Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiffs' enhancement
18 awards as awarded by the Court, outstanding payments to the SA as approved by the Court for
19 settlement administration costs, and the payment to the Labor Workforce Development Agency (or
20 "LWDA"), minus any amounts already paid under the Agreement.

21 15. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA"
22 means a maximum total payment of \$245,000.00, payable by Defendant under this Agreement.

23 16. Last Known Address. "Last Known Address" means the most recently
24 recorded mailing address for a Class Member and/or PAGA Member contained in Defendant's
25 records.

26 17. Named Plaintiffs. "Named Plaintiffs" individually and collectively means
27 Deon-Dra Harris, Jonathan Andrade Alonzo, and Omar Soto.
28

18. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to paragraphs 52a through 52e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

19. Objection. “Objection” means a written request, which a Class Member may submit no later than the last day of the Exclusion Period and in the form specified in paragraph 59 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the final approval hearing to object.

20. Opt Out Request. “Opt Out Request” must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. (See paragraph 58.e and see **Exhibit “B”**)

21. Order of Final Approval or Order Granting Final Approval of Settlement. “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval” means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

22. Parties. “Parties” shall mean Named Plaintiffs, individually on behalf of themselves and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce Development Agency (“LWDA”), and Defendant.

23. PAGA Period. “PAGA Period” shall mean September 26, 2022 through March 22, 2025.

24. PAGA Member. “PAGA Members” means all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during PAGA Period.

1 25. PAGA Payment and PAGA Allocation. Of the Total Settlement Amount,
2 \$24,500.00 shall be paid for the PAGA claims. “PAGA Allocation” is the \$6,125.00 (*i.e.*, the
3 remainder after subtracting the \$18,375.00 allocated to the LWDA from the \$24,500.00 total amount
4 allocated to the PAGA settlement) divided by the total number of PAGA Workweeks Worked credited
5 to all PAGA Members. Each PAGA Member’s PAGA Payment is equal to the PAGA Workweek
6 Rate multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of
7 Defendant.

8 26. PAGA Workweeks Worked. “PAGA Workweek Worked” means the number
9 of workweeks credited to a PAGA Member during the PAGA Period, as determined by Defendant’s
10 records and as only subject to revision pursuant to this Agreement.

11 27. PAGA Workweek Rate. “PAGA Workweek Rate” shall mean the amount
12 yielded from dividing the PAGA Allocation by the total of all PAGA Workweeks Worked credited to
13 all PAGA Members during the PAGA Period.

14 28. Preliminary Approval Order. “Preliminary Approval Order” is the Order
15 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,
16 including approval of the Parties’ Agreement that specifies the content of notice and manner in which
17 notice will be provided to the Class and responded to by the Class, substantially in the form attached
18 hereto as “**Exhibit C**”.

19 29. Released Parties. “Released Parties” means Defendant and its respective
20 present and former parents, owners, subsidiaries, and each of their respective officers,
21 directors, employees, partners, shareholders, attorneys and agents and any other successors,
22 assigns, or legal representatives and any individuals or entities working in concert with the
23 foregoing.

24 30. Settlement. “Settlement” shall refer to the agreement of the Parties to settle the
25 claims as set forth and embodied in this Agreement.

26 31. Settlement Administrator. “Settlement Administrator” or “SA” shall mean
27 Phoenix Class Action Administration Solutions or such other neutral administrator as chosen by the
28 Parties and approved by the Court (see paragraph 56a).

1 32. Settled Class Claims. “Settled Class Claims” means by all Class Members, on
2 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, all claims, allegations, and assertions that were alleged, or
4 reasonably could have been alleged, based on the facts, allegations, assertions, and claims in the
5 operative complaint and ascertained in the course of the Action by including: (1) Failure to provide
6 meal periods or pay premium payments for meal periods (see Labor Code §§ 226.7, 510, 512, 1194,
7 1197; IWC Wage Order No. 5-2001, § 11); (2) Failure to authorize and permit or pay premium
8 payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12); (3)-
9 (4) any and all claims involving any alleged failure to pay minimum wages, contract wages, overtime,
10 or other amounts of wages for failing to “compensate Plaintiffs and Class Members for all wages
11 earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No.
12 5-2001, §§ 3-4); ; (5) failure to pay wages due to discharged and quitting employees (see Labor Code
13 §§ 201-203); (6) failure to maintain required records (see Labor Code §§ 226(a), 1174(d); IWC Wage
14 Order No. 5-2001, § 7); (7) Failure to provide accurate, itemized wage statements (see Labor Code §
15 226(a), 1174; IWC Wage Order No. 5-2001, § 7); (8) failure to indemnify employees for necessary
16 expenditures incurred in discharge of duties (see Labor Code § 2802); (9) unfair business practices
17 (see Bus. and Prof. Code § 17200, et seq.). “Settled Class Claims” do not include any other claims,
18 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
19 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
20 based on facts occurring outside the Class Period.

21 33. Settled PAGA Claims. "Settled PAGA Claims" means any and all claims by
22 all PAGA Members and the LWDA and interests held by the state of California, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns for all claims for PAGA penalties that were alleged, or
25 reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint
26 and the PAGA Notice, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194,
27 1197, and: (a)-(b) any and all claims involving any alleged failure to pay minimum wage, contract
28 wages, overtime, or other amounts of wages for failing to compensate PAGA Members for all wages

1 earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No.
2 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see
3 Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods
4 or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage
5 Order No. 1-2001, § 11); (e) Failure to pay wages during employment (Labor Code §204); (f) Failure
6 to provide accurate, itemized wage statements (see Labor Code § 226(a)); (g) failure to pay wages due
7 to discharged and quitting employees (see Labor Code §§ 201-203).

8 34. Settlement Class/Settlement Class Member(s). “Settlement Class Member”
9 means all Class Members other than those who have timely and validly submitted Opt Out Requests
10 and thereby excluded themselves from releasing Settled Claims from the Settlement.

11 35. Individual Settlement Payment. “Individual Settlement Payment” means a
12 payment pursuant to a Settlement Class Member’s pro rata allocation of the NSA as specified in
13 paragraph 52.

14 36. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution
15 Deadline” means a date that is fourteen (14) days after the Funding Payment has been made by
16 Defendant to the SA based on the schedule explained in paragraph 62 of this Agreement.

17 37. Updated Address. “Updated Address” means a mailing address that was
18 updated by a reasonable address verification measure of the SA or by an updated mailing address
19 provided by the United States Postal Service for a Class Member or PAGA Member.

20 38. Class Workweek Rate. “Class Workweek Rate” for the Settled Class Claims
21 shall mean the amount yielded from dividing the Net Settlement Amount by the total of all Class
22 Workweeks Worked credited to all Settlement Class Members during the Class Period.

23 Each Settlement Class Member’s Individual Settlement Payment is equal to his or her
24 individual Class Workweeks Worked during the Class Period multiplied by the Class Workweek Rate.
25 Therefore, the amount of each Settlement Class Member’s Individual Settlement Payment is tied to
26 the number of Class Workweeks Worked that each Settlement Class Member worked for Defendant
27 in the State of California in comparison to all Class Workweeks Worked by all Settlement Class
28 Members in the State of California during the Class Period.

39. Class Workweeks Worked. A “Class Workweek Worked” means the number of calendar workweeks credited to a Class Member during the Class Period, as determined by Defendant’s records and as only subject to revision pursuant to this Agreement.

RECITALS

40. On November 30, 2023, Plaintiff Deon-Dra Harris commenced this Action by filing a complaint alleging causes of action against Defendant for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wages; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to maintain required records; 7) failure to furnish accurate itemized wage statements; 8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 9) unfair and unlawful business practices; and (10) Penalties under the Labor Code Private Attorneys General Act. On October 25, 2024, a First Amended Complaint (“FAC”) was filed, adding two additional plaintiffs, Jonathan Andrade Alonzo and Omar Soto. The FAC is the operative complaint in the Action. Hulcher denies the allegations in the operative complaint, denies any failure to comply with the laws identified in in the operative complaint and denies anyand all liability for the causes of action alleged.

41. Plaintiff Harris submitted a letter to the LWDA on July 25, 2023, in case number LWDA-CM-970703-23 alleging the same claims as the operative complaint. Plaintiff Soto submitted a letter to the LWDA on June 11, 2024, in case number LWDA-CM-1033328-24alleging the same claims as the operative complaint.

42. Defendant filed an Answer to the operative complaint and denied all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices and that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further contends that it has complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiffs and the Class and PAGA Members.

43. Defendant and Class Counsel, on behalf of Named Plaintiffs, Class Members, and PAGA Members, attended mediation with David Phillips on January 22, 2025. The Parties hereto

1 agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length
2 negotiations between the Parties supervised by an experienced employment law mediator. The Parties
3 agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member
4 and that the Settlement is fair, reasonable, and adequate as to each Class Member and PAGA Member.

5 44. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
6 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light
7 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of
8 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof
9 necessary to establish liability, defenses asserted to the merits, including but not limited to the
10 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class
11 claims and PAGA claims, including class certification, the difficulties in establishing damages and
12 penalties, and the numerous potential appellate issues. While Defendant specifically denies any
13 liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the
14 cost and business disruption associated with defending the Action. Defendant has claimed and
15 continues to claim that the Settled Class Claims and Settled PAGA Claims have no merit and do not
16 give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and
17 entered into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class
18 Members and PAGA Members and interests of the LWDA) and Defendant, each with the assistance
19 of their respective counsel or attorneys of record, is intended to fully, finally, and forever settle,
20 compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties,
21 subject to the terms and conditions set forth herein.

22 45. Because this Action is pled as a class action and a PAGA action, this Settlement
23 must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this
24 Agreement on a conditional basis.

25 **TERMS AND CONDITIONS OF SETTLEMENT**

26 NOW THEREFORE, in consideration of the recitals listed above and the promises and
27 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
28 the consideration and undertakings set forth herein, the Named Plaintiffs, individually on behalf of

1 themselves and on behalf of the Class Members and PAGA Members and LWDA interests, on the one
2 hand, and Defendant, on the other hand, agree that the Action shall be, and is finally and fully
3 compromised and settled on the following terms and conditions.

4 46. Non-Admission of Liability. The Parties enter into this Agreement to resolve
5 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
6 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it
7 has: violated any federal, state, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
9 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
10 any other unlawful conduct with respect to its employees or any other person or entity. Neither this
11 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or
12 proceedings, payouts, or other events associated with it, shall be construed as an admission or
13 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by
14 Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret, or
15 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
16 or received as evidence in any action or proceeding to establish any liability or admission on the part
17 of Defendant or to establish the existence of any condition constituting a violation of, or
18 noncompliance with, federal, state, local or other applicable law. In addition, as set forth in paragraph
19 70, the Parties intend this Settlement to be contingent upon the Preliminary and Final Approval of this
20 Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive,
21 and instead expressly reserve, their respective rights to prosecute and defend this Action as if this
22 Agreement never existed. In the event that this Agreement is not approved by the Court, fails to
23 become effective, or is reversed, withdrawn, or modified by the Court or any other court with
24 jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no
25 bearing on, and shall not be admissible in connection with, further proceedings in this Action, except
26 that the Court may award less than the amounts listed in paragraph 52a through 52e without impacting
27 the validity and enforceability of this Agreement and the Parties will be returned to their respective
28 positions prior to entering this Agreement.

1 47. Continuing Validity of Arbitration Agreements. The Parties have agreed to
2 settle the Action in Court, including Settled Class Claims, for the mutual benefit of the Parties and
3 Class Members. This Agreement, the settlement process (including but not limited to motions,
4 correspondences, communications and filings) and proceedings, and anything related to them shall
5 have no impact on any individual arbitration agreements between Defendant and any of Defendant's
6 employees, regardless of whether they are Class Members or PAGA Members. The submission of
7 Settled Class Claims and Settled PAGA Claims to the Court is solely for the purposes settlement and
8 shall not be deemed as an invalidation, waiver, or voidance of the arbitration agreements, and shall
9 have no negative impact on their continuing validity. By failing to request exclusion with an Opt Out
10 Request, any Class Member will be deemed to agree to the provisions of this Paragraph.

11 48. Stipulation for Class Certification. The Parties stipulate to the certification of
12 this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not
13 become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall
14 have no bearing on, and shall not be admissible in connection with, whether class certification would
15 be appropriate in any other context in this Action.

16 49. Release of Settled Claims. As of the Effective Date, Named Plaintiffs and all
17 Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released,
18 settled, compromised, relinquished and discharged any and all Settled Claims against any and all
19 Released Parties. The Settlement includes a release of all Settled Class Claims during the Class Period
20 by Settlement Class Members employed at any time during the Class Period.

21 a. The Parties agree for settlement purposes only that, because the Class
22 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
23 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the
24 release and such notice shall have the same force and effect as if the Agreement were executed by
25 each Class Member.

26 b. Named Plaintiffs and Class Counsel represent, covenant, and warrant
27 that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,
28

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
2 of action, or rights herein released and discharged, except as set forth herein.

3 c. The Parties agree that this is a settlement of disputed claims not
4 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

5 50. Release of Settled PAGA Claims. As of the Effective Date, Named Plaintiffs
6 and all PAGA Members hereby do and shall be deemed to have fully, finally, and forever released,
7 settled, compromised, relinquished and discharged any and all of the Released Parties of and from any
8 and all Settled PAGA Claims. The Settlement includes a release of all Settled PAGA Claims during
9 the PAGA Period by PAGA Members employed at any time during the PAGA Period.

10 51. Individual Releases of Claims. In addition to the releases made by the
11 Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiffs release,
12 as individuals and in addition to the Settled Class and PAGA Claims described above, all claims,
13 whether known or unknown, under federal law or state law against the Released Parties. The Parties
14 understand and agree that Named Plaintiffs are not, by way of this release, releasing any claims which
15 cannot be released as a matter of law. Notwithstanding the foregoing, Named Plaintiffs understand
16 that this release includes unknown claims and that Named Plaintiffs are, as a result, waiving all rights
17 and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

24 52. Settlement Payments and Calculation of Claims. Subject to final Court
25 approval and the conditions specified in this Agreement, and in consideration of the mutual covenants
26 and promises set forth herein, Defendant agrees to make a payment or payments as set forth herein
27 totaling an amount of, but not to exceed, \$245,000.00 (the "GSA"). This settlement shall be fully paid
28 out, and no portion shall revert to Defendant. The GSA shall fully satisfy Defendant's obligations for
any and all payments, fees, and costs identified in the Agreement, including, but not limited to, any

1 payments to be made to the Named Plaintiffs, Settlement Class Members, PAGA Members, the
2 LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and
3 settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendant
4 be required to pay any amounts above the GSA under this Settlement and this Agreement. The Parties
5 agree, subject to Court approval, that the GSA shall be apportioned as follows:

6 a. Attorneys' Fees. Class Counsel will apply to the Court for an award of
7 attorneys' fees of no more than 1/3 of the GSA or \$81,666.00. The attorneys' fees shall come from
8 and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such
9 application.

10 b. Attorneys' Costs. Named Plaintiffs and Class Counsel shall request
11 approval of payment of their documented out-of-pocket costs of no more than \$25,000, which will be
12 deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application.
13 Attorneys' fees as specified in the preceding paragraph and costs as specified in this paragraph shall
14 cover all claimed and unclaimed attorneys' fees, attorneys' costs, and other amounts payable or
15 awardable against Defendant for Class Counsel's work, effort or involvement in the Actions and in
16 carrying out the Agreement and includes any and all work, effort, or involvement to carry out the terms
17 of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement
18 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These
19 specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and,
20 otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in
21 connection with the Actions.

22 c. Administration Fees and Costs. Class Counsel will also apply to the
23 Court for approval of Settlement Administration costs in an amount estimated to be up to \$7,000.00,
24 which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel
25 will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiffs'
26 motions for Preliminary and Final Approval of the Settlement.

27 d. Named Plaintiffs' Enhancement and General Release Payment. Class
28 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed

1 \$10,000.00 to be paid to each of the Named Plaintiffs, totaling \$30,000.00, from which 50% shall be
2 deemed consideration for a general release and from which 50% shall be for assuming the risks
3 associated with this litigation (including for assuming the risks in the PAGA case). Defendant will
4 not oppose such applications. The enhancement awards are included in, and shall be deducted from,
5 the GSA.

6 e. PAGA Allocation and Payments. Pursuant to California Labor Code
7 Section 2698, *et seq.*, the Parties designate \$24,500 of the GSA to resolve any PAGA claims (including
8 payment for Named Plaintiffs' claims on their own behalf and on behalf of all PAGA Members for
9 penalties under the PAGA and payment to the LWDA).

10 i. Defendant shall pay seventy five percent (75%) of that amount,
11 or \$18,375.00, to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses
12 to accept the above amount in full for all civil penalties to PAGA Members in connection with the
13 civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise
14 challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the
15 allocation so that it is accepted.

16 ii. The remaining \$6,125.00 shall be paid to PAGA Members by
17 multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Workweeks
18 Worked.

19 f. NSA. The NSA will be the amount remaining after deducting the
20 amounts specified in paragraphs 52a through 52e above (but not deducting the amount in 52e.ii).

21 g. Increase of Workweeks/Class Members: Defendant estimates that there
22 are approximately 7,000 Class Workweeks Worked by the Class Members through the mediation date
23 of January 22, 2025. Should the actual number of workweeks for Settlement Class Members through
24 the mediation date exceed 7,000 by more than ten percent (10%), then the NSA shall be increased on
25 a pro rata basis for workweeks above the 10% cushion. For example, if the Class Workweeks Worked
26 through the mediation date exceeds 7,000 by 16%, Defendant shall owe an additional amount equal to
27 6% of the NSA to proportionately increase the Class Workweek Rate of each Settlement Class
28 Member due to the increase in Class Workweeks Worked. The additional payments in this paragraph

1 will not be used to calculate enhancement payments. Additional amounts paid pursuant to this
2 paragraph will be used to increase payments to Settlement Class Members. Alternatively, Defendant
3 shall have the option of ending the Class Period and PAGA Period on the date on which the number
4 of workweeks equals or does not exceed 7,700 workweeks (7,000 + 10%).

5 h. Individual Settlement Payments to Settlement Class Members. Only the
6 following individuals will receive Individual Settlement Payments under the Settlement Agreement:
7 (1) the Named Plaintiffs and (2) Settlement Class Members. Individual Settlement Payments will be
8 calculated as follows:

9 i. The NSA will be divided by the total Class Workweeks Worked
10 by all Settlement Class Members during the Class Period as reflected in Defendant's records. All
11 Settlement Class Members shall be paid an amount equal to their individual Class Workweeks Worked
12 during the Class Period, multiplied by the Class Workweek Rate. Class Workweeks Worked shall be
13 determined by the SA based on data to be provided by Defendant, as may be modified by the resolution
14 of any challenges.

15 ii. The Parties agree that under no circumstances shall Defendant
16 be obligated to pay any amount under this Agreement to any Class Member other than Settlement
17 Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant
18 be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as
19 provided below.

20 iii. The Parties acknowledge and agree that the formula used to
21 calculate Class Workweeks Worked, Individual Settlement Payments, PAGA Workweeks Worked,
22 and PAGA Payments does not imply that all of the elements of damages covered by the release are
23 not being taken into account. The above formulas were devised as practical and logistical tools to
24 simplify the payment process.

25 53. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
26 Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall
27 not be utilized to calculate any additional benefits under any benefit plans to which any Settlement
28 Class Members or Class Members or PAGA Members may be eligible, including, but not limited to:

1 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
2 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not
3 affect any rights, contributions, or amounts to which any Settlement Class Members, Class Members
4 and PAGA Members may be entitled under any benefit plans.

5 54. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a
6 net amount after applicable employee state and federal tax withholdings, including payroll taxes, if
7 any, have been deducted.

8 a. The Parties agree that 10% of the amount distributed to each Settlement
9 Class Member will be allocated to wages (and W-2s shall be issued). 45% will be considered penalties,
10 and 45% shall be allocated to interest and any other non-wage related amount, if any, and will be
11 reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to
12 PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

13 b. The SA shall calculate, withhold from the Individual Settlement
14 Payments, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed
15 by Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax forms,
16 if required, to each such Settlement Class Member consistent with the foregoing breakdown. The SA
17 shall also calculate and obtain from Defendant and remit to applicable governmental agencies
18 sufficient amounts, if any, as may be owed by employers for the wage portion of the Individual
19 Settlement Payments.

20 c. All Parties represent that they have not received, and shall not rely on,
21 advice or representations from other parties or their agents, including Class Members and PAGA
22 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
23 Defendant makes no representations regarding the taxability of the Individual Settlement Payments
24 and PAGA Payments.

25 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
26 awarded by the Court pursuant to Paragraph 52. Except as provided in Paragraph 52, each Party shall
27 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
28 settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of

1 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named
2 Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this
3 Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement
4 other than the acknowledging party, an “other party”) acknowledges and agrees that no provision of
5 this Agreement, and no written or oral communication or disclosure or other representation by
6 Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon
7 as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not rely on Defendant
8 and/or Released Parties for any tax advice with respect to the Settlement of this Actions.

9 e. The Named Plaintiffs will be issued IRS Form 1099s for any
10 enhancement awards approved by the Court pursuant to Paragraph 52. The enhancement awards
11 payable to the Named Plaintiffs shall be in addition to the Individual Settlement Payments and PAGA
12 Payments that they, as applicable, will receive.

13 55. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the
14 Action and take all other action to request that the Court enter the Preliminary Approval Order based
15 on an agreed-upon Settlement schedule, subject to Court approval:

16 a. Seeking class certification on the terms set forth in this Agreement
17 solely for purposes of class settlement;

18 b. Preliminarily approving the proposed Settlement and this Agreement,
19 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA
20 Members, the SA, and the LWDA;

21 c. Preliminarily approving the appointment of the Named Plaintiffs as
22 representative of the Class for settlement purposes, if not otherwise accomplished by class
23 certification;

24 d. Preliminarily approving the appointment of counsel for Named
25 Plaintiffs as Class Counsel;

26 e. Appointing and approving a SA as chosen by the Parties and approved
27 by the Court, to administer the notice, opt-out requests, objections, and Individual Settlement Payment
28 and PAGA Payment procedures required by this Agreement;

- 1 f. Approving the form of the Class Notice mutually agreed by the Parties;
- 2 g. Scheduling the Final Settlement Approval Hearing for consideration of
- 3 Final Approval of this Agreement;
- 4 h. Requiring that any Class Members who object to the Settlement
- 5 Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear
- 6 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be
- 7 given an opportunity to file written responses to any objection(s) with the Court;
- 8 i. Approving the procedure for Class Members to submit Opt Out
- 9 Requests and setting a date after which no Class Members shall be allowed to submit Opt Out
- 10 Requests; and
- 11 j. Approving the procedure for Settlement Class Members to object to the
- 12 Settlement.

13 Defendant shall not oppose Class Counsel's motions for Preliminary Approval and

14 Final Approval of the Settlement so long as the motions and supporting papers are consistent with the

15 terms of this Agreement. Class Counsel shall provide Defendant with an opportunity of 5 days to

16 review, and provide comments on the Motions for Preliminary and Final Approval of the Settlement

17 before the motion and supporting papers are filed with the Court. The Parties will meet and confer

18 and agree upon the wording of the settlement packages to be sent to Class Members, as well as the

19 proposed orders for Preliminary and Final Approval before filing. Failure of the Court to grant the

20 Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms

21 of the Agreement, except that the Parties must work in good faith to comply with any changes to the

22 Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the

23 Court may award less than the amounts listed in paragraph subparts 52a through 52d without impacting

24 the validity and enforceability of this Agreement.

25 56. Notice Procedure.

26 a. Settlement Administrator. The Parties will select Phoenix Class Action

27 Administration Solutions or another mutually agreeable third-party Settlement Administrator (or

28 "SA") to distribute the Class Notice and the Individual Settlement Payments and PAGA Payments and

1 handle the tax reporting and field questions with a hotline. The SA (along with any of its agents) shall
2 represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical, and
3 technical safeguards for any personally identifiable information (“PII”), which it receives from
4 Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any party or third parties,
5 including agents or subcontractors, without Defendant’s consent; (c) not disclose or otherwise use the
6 PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if
7 PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to
8 protect the PII upon termination of its services.

9 b. Class Member Data. Within thirty (30) days after filing of the
10 Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA
11 Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-
12 known address, Class Workweeks Worked, and PAGA Workweeks Worked. Defendant agrees to
13 consult with the SA as required to provide the list in a format reasonably acceptable for the duties of
14 the SA. The SA will keep the list confidential, use it only for the purposes described herein, take
15 adequate safeguards to protect confidential or private information and return or certify the destruction
16 of the information upon completion of the Settlement Administration process.

17 57. Class Notice. The SA will send to each Class Member and PAGA Members
18 by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may
19 opt out of or Object to the Settlement and a procedure by which a Class Member may challenge the
20 number of Class Workweeks Worked identified on his/her Class Notice. The Named Plaintiffs will
21 seek approval of language in the Class Notice in the motion for preliminary approval and will seek
22 permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these
23 forms or other mailed materials without approval from the Court, provided the changes do not alter
24 the preliminary approval by the Court.

25 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the
26 SA will update the addresses for the Class Members and PAGA Members using the National Change
27 of Address database and other available resources deemed suitable by the SA. To the extent this
28 process yields a different address from the one supplied by Defendant (“Updated Address”), that

1 Updated Address shall replace the address supplied by Defendant (“Last Known Address”) and be
2 treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings
3 in particular. The Settlement Administrator shall be permitted to provide notices and communicate
4 to the Class and PAGA Members in a format and statement to be provided to the Court, which Named
5 Plaintiffs will submit in conjunction with the Motion for Preliminary Approval and/or Motion for Final
6 Approval.

7 b. Notice Procedure. Within seven (7) days after receipt of the above
8 information from Defendant, the SA shall send the Class Notice to each Class Member’s and PAGA
9 Member’s Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

10 c. Exclusion Period. Class Members will have sixty (60) days from the
11 postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt Out
12 Requests, with proof of date of submission to be the postmark date of the completed Opt Out Request.
13 Class Members will also have sixty (60) days to object to the Settlement by submitting a written
14 objection (**see Exhibit B**) with the SA that sets forth the basis of the objection pursuant to paragraph
15 59, which the SA shall submit to the Parties within 10 days after the end of the Exclusion Period, and
16 Class Counsel shall submit to the Court. Opt Out Requests do not apply to the Settled PAGA Claims
17 and will not exclude PAGA Members from the release of Settled PAGA Claims.

18 d. SA Follow-up efforts.

19 i. The SA shall re-mail by First-Class U.S. mail the Class Notice
20 returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the
21 Class Notice to any Class Member/PAGA Member who personally provides an updated address to the
22 SA.

23 ii. In the event that the first mailing of the Class Notice to any Class
24 Member/PAGA Member is returned without a forwarding address, the SA will immediately perform
25 skip trace(s) if necessary using social security numbers provided by Defendant and National Change
26 of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a
27 second round of mailings of the Class Notice by First-Class U.S. mail within 45 days for those forms
28 returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice

1 is returned to SA after using an address obtained from a standard skip trace, the SA will immediately
2 perform a manual “in-depth skip trace” to locate a more recent or accurate address. If an Updated
3 Address is identified by this method, the SA will resend the Class Notice to the Updated Address
4 within three (3) days of identifying the Updated Address.

5 e. Documenting Communications. The SA shall date stamp documents it
6 receives, including Opt Out Requests, Objections, and any correspondences and documents from Class
7 Members/PAGA Member.

8 f. Settlement Administrator Declaration. At least ten (10) days prior to
9 the filing of the Motion for Final Approval, the SA shall prepare, subject to Class Counsel’s and
10 Defendant’s input and approval, a declaration setting forth the due diligence and proof of mailing of
11 the Class Notices, the results of the SA’s mailings, including tracing and re-mailing efforts, and the
12 Class Members’ responses to those mailings, and provide additional information deemed necessary to
13 approve the settlement.

14 g. SA Written Reports. Each week during the Exclusion Period, the SA
15 shall provide the Parties with a report listing the number of Class Members that submitted Opt Out
16 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will
17 provide a final report listing the number of Class Members who submitted Opt Out Requests or
18 Objections.

19 h. SA Calculations of Settlement Payments. Within seven (7) days after
20 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,
21 the SA shall provide to the Parties a report showing its calculation of all Individual Settlement
22 Payments and PAGA Payments to be made to Settlement Class Members and PAGA Members. After
23 receiving the SA’s report, Class Counsel and Defendant’s counsel shall review the same to determine
24 if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this
25 Agreement, and shall notify the SA if either counsel does not believe the calculation is consistent with
26 the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of
27 Individual Settlement Payments and PAGA Payments, at least five (5) days prior to the distribution of
28 such payments, and shall provide Class Counsel and Defendant’s Counsel with a final report listing

1 the amount of all payments to be made to each Settlement Class Member from the NSA and listing
2 the amount of all payments to be made to each PAGA Member from the amount allocated for PAGA
3 Payments. The SA will also provide information that is requested and approved by both Parties
4 regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of
5 the Settlement.

6 58. Requirements for Recovery of Settlement Payments.

7 a. Class Members. No claim form is necessary to participate in the
8 Settlement. Unless a Class Member submits a valid and timely Opt Out Request (as described in
9 paragraphs 14 and 58d and **Exhibit B**), a Class Member who takes no action will be a Settlement Class
10 Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members
11 except for those who timely and validly opt out of the Settlement shall be bound by the release of
12 Settled Class Claims in this Agreement. At Defendant's option, checks in payment of amounts due
13 to Settlement Class Members under the Settlement may contain a brief statement of waiver of Settled
14 Class Claims as part of the endorsement language.

15 b. PAGA Members. All PAGA Members shall be bound by the release of
16 Settled PAGA Claims in this Agreement and receive a PAGA Payment. A Class Member who submits
17 a valid and timely Opt Out Request shall nonetheless be bound by the release of Settled PAGA Claims
18 in this Agreement and receive a PAGA Payment, if such Class Member is also a PAGA Member.

19 c. Late Submissions. The SA shall not accept as valid any Opt Out
20 Request postmarked after the end of the Exclusion Period, absent agreement from both Parties or order
21 of the Court. It shall be presumed that, if an Opt Out Request is not postmarked on or before the last
22 day of the Exclusion Period, the Class Member did not return the Opt Out Request in a timely manner.

23 d. Challenges. Class Members will have the right to challenge the number
24 of Class Workweeks Worked allocated to them. The following challenge procedure will be established
25 for the Class Member to dispute information on which his/her Individual Settlement Payment amount
26 is based: Challenges to the number of Class Workweeks Worked shall be sent directly to the SA at the
27 address indicated on the Class Notice. A Class Member challenging the number of Class Workweeks
28 Worked identified may also submit documentary evidence in order to prove the number of Class

1 Workweeks Worked during the Class Period. Defendant shall have the right to respond to the
2 challenge by any Settlement Class Member. No challenge to the number of Class Workweeks Worked
3 will be accepted unless sent by U.S. mail within sixty (60) days from the initial mailing of the Class
4 Notice by the SA, with proof of date of submission to be the postmark date unless ordered by the
5 Court. Additional time may be provided to a Class Member only upon a showing of good cause and
6 within an amount of time determined by the SA that will not delay the distribution of Settlement
7 Payments to other Class Members/PAGA Members and in no event beyond the date of filing of the
8 Motion for Final Approval. The SA will inform Class Counsel and Defendant's Counsel in writing of
9 any timely filed challenges and will determine all such disputes after consulting with the Parties
10 regarding the number of Class Workweeks Worked. Challenges will be resolved without hearing by
11 the SA, who will make a decision based on Defendant's records and any documents or other
12 information presented by the Class Member making the challenge, Class Counsel or Defendant.
13 Subject to Court approval, the SA's determination is final and binding without a right of appeal. The
14 SA will inform the Parties of its final dispositions of all such challenges.

15 e. Opt-Out Procedure. Unless a Class Member timely opts out of the
16 Settlement described in this Agreement (**see Exhibit A**), he/she shall be bound by the terms and
17 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will
18 not be entitled to opt out of the Settlement established by this Agreement unless he or she submits to
19 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the
20 Exclusion Period. The request must be in writing on an Opt Out Request and include the Class
21 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
22 Settlement. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA
23 Members from the release of Settled PAGA Claims.

24 i. Upon receipt of any Opt Out Request within the Exclusion
25 Period, the SA shall review the request to verify the information contained therein, and confirm that
26 the request complies with the requirements of this Agreement.

27 ii. Any Class Member who fails to submit via U.S. mail a timely,
28 complete and valid Opt Out Request shall be barred from opting out of this Agreement or the

1 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a
2 request to opt out of the Settlement absent agreement by both Parties.

3 iii. Class Members shall be permitted to rescind in writing their
4 request to opt out by submitting a written rescission statement to the SA no later than the Effective
5 Date and provided Individual Settlement Payments can be recalculated to reflect the rescission.

6 iv. If more than 10% of the Class Members timely opt out of the
7 Settlement, Defendant shall have the sole and absolute discretion to withdraw from this Agreement
8 within ten (10) days after expiration of the Exclusion Period and written notice from the SA of the
9 final opt out rate. Defendant shall provide written notice of such withdrawal to Class Counsel. In the
10 event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination
11 of this Agreement for failure to satisfy a condition of Settlement, and the Agreement shall become null
12 and void and have no further force or effect. In the event that Defendant exercises this option, it will
13 be solely responsible for the Settlement Administrator's costs.

14 59. Objections to Settlement. Any Settlement Class Member may object to the
15 Settlement. Any such objection may be submitted to the SA in writing on or before the close of the
16 Exclusion Period. Any such written Objection shall include: (1) the full name of the Settlement Class
17 Member; (2) address of the Settlement Class Member; (3) the basis for the objection; and (4) if the
18 Settlement Class Member intends to appear at the Final Approval Hearing. The Parties shall be
19 permitted to file responses to the Objection in addition to any Motion for Final Approval documents.
20 Settlement Class Members may also appear at the Final Approval Hearing to object. At no time shall
21 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to
22 submit written objections to the Settlement or appeal from the Order granting Final Approval and/or
23 Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any
24 such objections.

25 60. Final Fairness Hearing, Final Approval and Final Judgment.

26 a. Entry of Final Judgment. At the Final Approval Hearing, Named
27 Plaintiffs will request, and Defendant will concur in said request, that the Court enter a Final Judgment.
28

1 b. Motion. Named Plaintiffs will draft and file a Motion for Final
2 Approval of Settlement, including approval of any attorneys' fees and costs and enhancement awards
3 in conformity with any requirements from the Court and will take other action to request the entry of
4 Final Judgment in accordance with this Agreement. The Motion for Final Approval and corresponding
5 paperwork will be subject to input and approval from Defendant and the proposed judgment finally
6 approving the Settlement shall be subject to the input from and approval by Defendant, provided that
7 Defendant shall have 7 days from receipt to provide such input. Defendant will concur in or not object
8 to said request that the Court enter Final Judgment finally approving this Agreement. In conjunction
9 with the Motion for Final Approval, Class Counsel shall file a declaration from the SA confirming
10 that the Class Notice and related forms were mailed to all Class Members as required by this
11 Agreement, as well as any additional information Class Counsel, with the input and approval of
12 Defendant, deems appropriate to provide to the Court.

13 c. Objections. Before and/or at the Final Fairness Hearing, Named
14 Plaintiffs and Defendant, through their counsel of record, may address any written objections from
15 Class Members or any concerns from Class Members who attend the hearing as well as any concerns
16 of the Court.

17 d. Order. Named Plaintiffs will also draft and submit a Proposed Order of
18 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to
19 prior review, revision and approval by Defendant. The Parties shall take all reasonable efforts to
20 secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement,
21 fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith
22 efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived
23 deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no
24 obligation to make any payments under the Agreement, except for payments to the SA for services
25 performed up to that time. The Named Plaintiffs will submit a Proposed Order of Final Approval
26 subject to the review and approval of Defendant that will contain provisions:

27 i. Wherein the Court enters Final Judgment, finding that this
28 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the

1 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and
2 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

3 ii. Affirms that each side will bear its own costs and fees (including
4 attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay
5 any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event
6 any amount above the GSA, except for employer-side taxes;

7 iii. That confirms the certification of the Class for purposes of
8 Settlement;

9 iv. That finds that the Settlement Administration process as carried
10 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied
11 the requirements of law and due process;

12 v. That rejects any Objections to the Settlement;

13 vi. That approves the settlement of Class Claims and PAGA Claims
14 consistent with the Settlement;

15 vii. That retains Court jurisdiction after entry of judgment to oversee
16 administration and enforcement of the terms of the Agreement; and

17 viii. That requires the Parties to carry out the provisions of this
18 Agreement.

19 61. Post-Final Approval Requirements and Procedures. Following entry of the
20 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure
21 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

22 a. Should an appeal be taken from the Final Approval of the Settlement,
23 all Parties will support the Order of Final Approval and Final Judgment on appeal;

24 b. The Parties will assist the SA as needed or requested in the process of
25 identifying and locating Settlement Class Members entitled to Individual Settlement Payments from
26 the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

27 c. Class Counsel will assist the SA as needed or requested in completing
28 the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

62. Payment of Settlement. Defendant will deposit the Funding Payment into an account established by the SA within 30 days of the Effective Date. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the funds shall not be distributed until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge of the entire monetary obligation of Defendant under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class Members under this Agreement after receipt by the SA of the Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Individual Settlement Payments to Settlement Class Members and PAGA Payments to PAGA Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to have timely distributed Individual Settlement Payments and PAGA Payments if it places said payments in the mail (First-Class U.S.). When the SA receives notice from Settlement Class Members or PAGA Members that they have not received such settlement payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those settlement payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members or PAGA Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before

1 the 150-day deadline referenced in paragraphs 63, or will be deemed ineffective and have no effect,
2 and the original mailed amount shall be deemed timely distribution of the settlement payment. The
3 SA shall mail all Individual Settlement Payments and PAGA Payments by the Settlement Proceeds
4 Distribution Deadline. To comply with California Rules of Court, rule 3.771, settlement checks shall
5 include the following language on the check: "A Court has approved settlement of the class action and
6 PAGA representative action and entered judgment for claims asserted in *Deon-Dra Harris et al. v.*
7 *Hulcher Services, Inc. et al.*, San Bernardino County Superior Case No. CIVSB2331186." No person
8 shall have any claim against the SA, Defendant, Class Counsel, Defendant's counsel, or any other
9 agent designated by Named Plaintiffs or Defendant based upon the distribution of Individual
10 Settlement Payments and PAGA Payments made substantially in accordance with this Agreement or
11 further orders of the Court.

12 c. The distribution of attorneys' fees, costs, and the Named Plaintiffs'
13 enhancement/general release awards shall occur no later than the payment date of the payment under
14 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments
15 be made prior to the distribution of Individual Settlement Payments to Settlement Class Members.

16 d. Upon Defendant's transfer of the Funding Payment and employer-side
17 taxes to the SA, Defendant, the Released Parties, and Defendant's counsel shall have no further
18 monetary liability or financial responsibility to Class Counsel or to any vendors or third parties
19 employed by the Named Plaintiffs or Class Counsel in connection with the Actions.

20 e. Defendant shall not be obligated to make any payments contemplated
21 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
22 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if
23 taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement
24 and no further challenge to the Settlement is possible.

25 63. Settlement Class Members who are sent Individual Settlement Payments shall
26 have one hundred fifty (150) days after mailing by the SA to cash their settlement checks. Similarly,
27 PAGA Members who are sent PAGA Payments shall have one hundred fifty (150) days after mailing
28 by the SA to cash their settlement checks.

64. If such Settlement Class Members and PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and fifty (150) days of mailing shall, subject to Court approval, be distributed to the California State Controller's Office Unclaimed Property Fund.

a.

b. If the Court declines to permit a distribution to the Unclaimed Fund or the Unclaimed Fund refuses such funds, then the Parties, subject to Court approval, choose Safe Place for Youth as the alternate *cy pres* recipient. After distribution to the court approved *cy pres* fund, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to an Individual Settlement Payment subject to their rights, if any, to recover the Individual Settlement Payments from the Unclaimed Fund or Safe Place for Youth if ordered. Settlement Class Members who fail to cash their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

65. The SA shall keep Class Counsel and Defendant's counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel, and Defendant's Counsel.

66. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment. As set forth more fully in paragraph 70, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this Action or any other case.

1 67. Non-Interference with Opt Out Procedure. The Parties and their counsel agree
2 that they shall not seek to solicit or otherwise encourage Class Members to submit Opt Out Requests
3 or objections to the Settlement or to appeal from the Final Judgment.

4 68. Waiver of Appeal. Subject to Preliminary and Final Approval of this
5 Settlement, all Class Members, except those Class Members who make timely and valid objections
6 pursuant to the terms of this Agreement, expressly waive the right to appeal.

7 69. Preliminary Timeline for Completion of Settlement. The preliminary schedule
8 for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections
9 below. This schedule may be modified depending on whether and when the Court grants necessary
10 approvals and orders notice to the Class and PAGA Members and sets further hearings. In the event
11 of such modification, the Parties shall cooperate in order to complete the Settlement procedures as
12 expeditiously as reasonably practicable.

- 13 a. Preliminary Approval Hearing as permitted by the Court;
- 14 b. Defendant to provide information described in paragraph 56b (name,
15 address, dates of employment, etc.) no later than thirty (30) days after filing of the Preliminary
16 Approval Order;
- 17 c. The SA to mail the Class Notice by U.S. First Class mail to Class
18 Members and PAGA Members by approximately fourteen (14) days after receipt from Defendant of
19 the information described in the preceding subparagraph;
- 20 d. The SA to conduct trace/search efforts and send a follow up mailing, no
21 later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as
22 undeliverable or whose listed address is found to be inaccurate or outdated;
- 23 e. Opt Out Requests and Objections to the Settlement must be postmarked
24 no later than sixty (60) days after the date of initial mailing of the Class Notice;
- 25 f. The SA will provide to the Parties, and to the Court as directed by the
26 Parties, information regarding Opt Out Requests and written objections or statements of intention to
27 object to the Settlement received from Class Members within seven (7) days of the close of the
28 Exclusion Period;

1 g. Class Counsel will file a timely Motion for Final Approval of the
2 Settlement, including a motion for attorneys' fees and costs and service awards to the Named Plaintiffs
3 by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled
4 Final Approval Hearing date;

5 h. The Parties will request a Final Approval Hearing before the Court
6 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will
7 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment, Defendant
8 shall remit the Funding Payment to the SA within 30 days of the Effective Date.

9 i. Individual Settlement Payments to Settlement Class Members,
10 including the Named Plaintiffs, PAGA Payments to PAGA Members, payments to Class Counsel for
11 litigation costs and expenses and awarded attorneys' fees, the enhancement awards to Named
12 Plaintiffs, and payment to the LWDA shall be made by the Settlement Proceeds Distribution Deadlines
13 by mailing of checks by First Class U.S. mail or by wire (as to Class Counsel's payments only).

14 70. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason
15 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and
16 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned
17 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never
18 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court
19 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties
20 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or
21 discoverable in the Action or otherwise in any other proceeding.

22 71. No Injunctive Relief. The Parties agree that the Settlement does not include
23 injunctive relief against Defendant or the Released Parties.

24 72. Confidentiality and Non-Disparagement.

25 a. Parties and their counsel will keep the Settlement confidential until the
26 filing of the Motion for Preliminary Approval, but the Parties will be able to disclose to the Court,
27 when and as necessary before preliminary approval, that they have reached an agreement in principle,
28 subject to completion of a final Agreement and Court approval.

1 b. Following the Court's order granting the Parties' Motion for
2 Preliminary Approval, the Parties and their counsel agree to make no comments to the media or
3 otherwise publicize the terms of the settlement on any social media or websites, except that Class
4 Counsel may post on its firm website: "MLG settled a class action with a railroad services company
5 for \$245,000." This shall not restrict Class Counsel from responding to inquiries posed by Class
6 Members. Further, Class Counsel may include the case name, number, and settlement information in
7 declarations setting out their qualifications as class counsel.

8 c. Named Plaintiffs and Class Counsel agree to maintain the
9 confidentiality of any documents produced, formally or informally, during the course of the Action.
10 Named Plaintiffs and Class Counsel agree to return to Defendant's counsel or destroy, at their option,
11 any information designated as confidential during the course of the Action, including but not limited
12 to any information and/or documents provided to Class Counsel for purposes of mediation.

13 d. Defendant shall direct all inquiries by Class Members to the SA, which
14 shall provide general information about the lawsuit, including responding to questions about the
15 lawsuit, by providing neutral information about the agreement consistent with the Agreement.

16 e. Defendant agrees it will adopt a neutral reporting policy regarding any
17 future employment inquiries related to Named Plaintiffs. Thus, in the event that any potential or future
18 employers should inquire regarding Defendant's employment of Named Plaintiffs, they will be
19 informed only of Named Plaintiffs' dates of employment with Defendant, job title(s) during their
20 employment with Defendant, and starting and final rates of pay.

21 73. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
22 provisions in ¶¶ 1 through 87 of this Agreement are not mere recitals, but are deemed to constitute
23 contractual terms. The Court may allocate less to the Named Plaintiffs, Class Counsel, and/or the
24 LWDA than indicated in paragraph 52 without impacting the validity and enforceability of the
25 Agreement. The Court may allocate less to the SA than indicated in paragraph 52 provided the actual
26 amount spent by the SA is less than the maximum set forth in that Paragraph. Without limiting the
27 generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or
28 material conditions of this Agreement:

1 a. Defendant shall not be obligated to create or maintain any type of
2 settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member,
3 PAGA Member and/or any payment to Class Counsel or to the Named Plaintiffs.

4 b. The Agreement and all negotiations, Court orders, and proceedings
5 relating thereto shall be without prejudice to the rights of the Named Plaintiffs, PAGA Members, Class
6 Members, and Defendant, each of whom shall be restored to their respective positions existing prior
7 to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall
8 not be discoverable or admissible in the Action or any other litigation;

9 c. Defendant will not have waived, and instead expressly reserves, its right
10 to challenge the continuing propriety of class certification for any purpose; and

11 d. To the extent one exists, the Preliminary Approval Order shall be
12 vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other
13 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any
14 way for any purpose in connection with any further proceedings in this Action or any related action,
15 including class certification proceedings.

16 74. Notices. All notices, requests, demands, and other communications required or
17 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-
18 Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be
19 sent via electronic mail.

20 75. Modification in Writing. This Agreement may be altered, amended, modified
21 or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the
22 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement
23 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any
24 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement
25 unless expressly so indicated.

26 76. Ongoing Cooperation. Named Plaintiffs and Defendant, and each of their
27 respective counsel, shall cooperate in good faith to execute all documents and perform all acts
28 necessary and proper to effectuate and implement the terms of this Agreement, including but not

1 limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the
2 Agreement and Final Judgment against objections and appeals. Plaintiffs shall, as necessary, properly
3 and completely take all steps, including but not limited to submitting any required documents to the
4 Labor Workforce Development Agency and take any other actions necessary to resolve the Released
5 PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts,
6 including all efforts contemplated by this Agreement and any other efforts that may become necessary
7 by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

8 77. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
9 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
11 or rights herein released and discharged except as set forth herein.

12 78. Binding on Successors. This Agreement shall be binding and shall inure to the
13 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
14 representatives, including the Released Parties.

15 79. Entire Agreement. This Agreement constitutes the full, complete and entire
16 understanding, agreement, and arrangement between Named Plaintiffs and the Class Members/PAGA
17 Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the
18 Settlement of the Action and the Settled Class and PAGA Claims against the Released Parties,
19 including Defendant. This Agreement supersedes any and all prior oral or written understandings,
20 agreements and arrangements between the Parties with respect to the Settlement of the Action and the
21 Settled Class and PAGA Claims against the Released Parties. Except those set forth and included
22 expressly in this Agreement, there are no other agreements, covenants, promises, representations or
23 arrangements between the Parties with respect to the Settlement of the Action and the Settled Class
24 Claims/Settled PAGA Claims against the Released Parties. The Parties explicitly recognize California
25 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that
26 a written agreement is to be construed according to its terms and may not be varied or contradicted by
27 extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall
28 modify, vary, or contradict the terms of this Agreement.

1 80. Execution in Counterparts. This Agreement may be signed in one or more
2 counterparts. A facsimile, scanned, or DocuSign copies shall be treated as an original signature for all
3 purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or
4 email copies of the signature pages), shall have the same force and effect and shall be as legally binding
5 and enforceable as the original.

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

9 82. Governing Law. This Agreement shall be interpreted, construed, enforced, and
10 administered in accordance with the laws of the State of California, without regard to conflict of law
11 rules.

12 83. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
13 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and
14 Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this
15 Agreement.

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

21 85. Warranties and Representations. With respect to themselves, each of the Parties
22 to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have
23 full power and authority to enter into and consummate all transactions contemplated by this Agreement
24 and have duly authorized the execution, delivery and performance of this Agreement, and (b) the
25 person executing this Agreement has the full right, power and authority to enter into this Agreement
26 on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and
27 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
28 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named

1 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement
2 is approved by the Court.

3 86. Representation by Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
5 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
6 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
7 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
8 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
9 this Agreement.

10 87. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
11 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
12 to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and
13 of no force or effect.

14 **IT IS SO AGREED:**

15 Dated: 09/05/2025
16 _____


17 Deondra Harris (Sep 5, 2025 14:13:41 PDT)
18 **Deon-Dra Harris**
19 Named Plaintiff/Class and PAGA Representative

20 Dated: _____

21 **Jonathan Andrade Alonzo**
22 Named Plaintiff/Class Representative

23 Dated: _____

24 **Omar Soto**
25 Named Plaintiff/Class and PAGA Representative

26 Dated: _____

27 **HULCHER SERVICES, INC.**

28 By: _____
(Signature)

(Printed Name)

(Title)

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2 is approved by the Court.

3 86. Representation by Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
5 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
6 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
7 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
8 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
9 this Agreement.

10 87. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
11 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
12 to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and
13 of no force or effect.

14 **IT IS SO AGREED:**

15
16 Dated: _____

Deon-Dra Harris
Named Plaintiff/Class and PAGA Representative

17 09/08/2025
18 Dated: _____


Jonathan Andrade Alonzo (Sep 8, 2025 20:21:38 PDT)

Jonathan Andrade Alonzo
Named Plaintiff/Class Representative

19
20 Dated: _____

Omar Soto
Named Plaintiff/Class and PAGA Representative

21
22 Dated: _____

HULCHER SERVICES, INC.

23
24 By: _____
(Signature)

(Printed Name)

(Title)

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2 is approved by the Court.

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5 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
6 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
7 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
8 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
9 this Agreement.

10 87. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
11 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
12 to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and
13 of no force or effect.

14 **IT IS SO AGREED:**

15
16 Dated: _____

Deon-Dra Harris
Named Plaintiff/Class and PAGA Representative

17
18 Dated: _____

Jonathan Andrade Alonzo
Named Plaintiff/Class Representative

19
20 Dated: 09082025


[omar.soto \(Sep 8, 2025 13:33:32 PDT\)](#)

Omar Soto
Named Plaintiff/Class and PAGA Representative

21
22 Dated: _____

HULCHER SERVICES, INC.

23
24 By: _____
(Signature)

(Printed Name)

(Title)

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2 is approved by the Court.

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5 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
6 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
7 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
8 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
9 this Agreement.

10 87. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
11 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
12 to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and
13 of no force or effect.

14 **IT IS SO AGREED:**

15
16 Dated: _____

Deon-Dra Harris

Named Plaintiff/Class and PAGA Representative

17
18 Dated: _____

Jonathan Andrade Alonzo

Named Plaintiff/Class Representative

19
20 Dated: _____

Omar Soto

Named Plaintiff/Class and PAGA Representative

21
22 Dated: 9/9/2025

HULCHER SERVICES, INC.

23
24 By: _____

Christina Pruitt
(Signature)

Christina Pruitt
(Printed Name)

VPOf HR
(Title)