

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Emma Geesaman (SBN 352715)
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff JENNIFER REYES,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JENNIFER REYES, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

RESONETICS, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00041280-CU-OE-CTL

Assigned for All Purposes To:
Hon. Joel R. Wohlfeil
Dept.: C-73

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Original Complaint filed: September 21, 2023

Trial Date: February 6, 2026

1 CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Guillermo A. Escobedo (SBN 206198)
2 gescobedo@constangy.com
Lana B. Nassar (SBN 332522)
3 lnassar@constangy.com
Lisa Xu (SBN 328700)
4 lxu@constangy.com
501 W. Broadway, Suite 800
5 San Diego, CA 92101
Telephone: (619) 605-6171

6 Attorneys for Defendant Resonetics, LLC
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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Jennifer Reyes (“Plaintiff”) and Resonetics, LLC (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
6 Defendant captioned *Jennifer Reyes v. Resonetics, LLC*, No. 37-2023-00041280-CU-OE-CTL,
7 filed on September 21, 2023, in San Diego County Superior Court.

8 1.2 “Administrator” means Apex the neutral entity the Parties have agreed to appoint to
9 administer the Settlement.

10 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
11 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
12 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
13 Approval of the Settlement.

14 1.4 “Aggrieved Employee” means and includes all individuals who were or have been
15 employed by Defendant in California as non-exempt employees at any time during the PAGA
16 Period.

17 1.5 “Class” means all persons employed by Defendant in California and classified as non-
18 exempt hourly employee who worked for Defendant during the Class Period.

19 1.6 “Class Counsel” means D.LAW, INC.

20 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
21 Counsel and paid from the Gross Settlement Amount (“GSA”). The Parties have agreed Plaintiff
22 will request approval from the Court of up to one-third (1/3) of the GSA or \$216,666.66 (two
23 hundred sixteen thousand six hundred sixty-six dollars and sixty-six cents).

24 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
25 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
26 not to exceed \$25,000.00 (twenty-five thousand dollars and zero cents) and paid from the Gross
27 Settlement Amount.
28

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email address, phone number, and number of Workweeks and PAGA Pay Periods.

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

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from July 19, 2019 through July 21, 2024. (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Jennifer Reyes in the Action seeking Court approval to serve as a Class Representative.

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

1.16 “Court” means the Superior Court of California, County of San Diego.

1.17 “Defendant” means named Defendant Resonetics, LLC.

1.18 “Defense Counsel” means Constangy, Brooks, Smith & Prophete, LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

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

3 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
5 of the Settlement.

6 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
7 Approval of the Settlement.

8 1.23 “Gross Settlement Amount” or “GSA” means \$650,000.00 (six hundred fifty thousand
9 dollars with zero cents), which is the total amount Defendant agrees to pay under the Settlement,
10 except as provided in Paragraph 9 below.

11 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
12 the Net Settlement Amount calculated according to the number of Workweeks worked during the
13 Class Period.

14 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
15 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
16 the PAGA Period.

17 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

18 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
19 entitled, under Labor Code section 2699, subd. (i).

20 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
21 under Labor Code section 2699, subd. (i).

22 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
24 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
25 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
26 as Individual Class Payments.

27 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
28 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 "Operative Complaint" means the First Amended Complaint filed in the Action on October 8, 2024.

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

1.33 "PAGA Period" means the period from July 19, 2022 through July 21, 2024.

1.34 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.35 "PAGA Notice" means Plaintiff Reyes' July 19, 2023 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to \$65,000.00, and allocated 25% to the Aggrieved Employees (\$16,250.00) and 75% to LWDA (\$48,750.00) in settlement of PAGA claims.

1.37 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 "Plaintiff" means Jennifer Reyes, the named plaintiff in the Action.

1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42 "Released Parties" means: Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns.

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

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after

1 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
2 calendar days beyond the Response Deadline has expired.

3 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
4 Judgment.

5 1.46 “Workweek” means any week during which a Class Member worked for Defendant for
6 at least one day, during the Class Period.

7 **2. RECITALS.**

8 2.1 On July 19, 2023, Plaintiff Reyes filed a Class Action Complaint alleging causes of
9 action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and
10 Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4)
11 Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures
12 Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required
13 Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code §
14 203; (9) Violation of Business & Professions Code § 17200 *et seq.*; and (10) Failure to Make
15 Proper Disclosure in Violation of the FCRA. On July 19, 2023, pursuant to Labor Code §2699.3,
16 subd.(a), Plaintiff Reyes gave timely notice to the LWDA and Defendant that Plaintiff Reyes
17 intended to proceed with a representative action under PAGA (LWDA-CM-969517-23). On
18 August 23, 2023, Defendant filed its notice of removal. As a result, Plaintiff filed a PAGA
19 Representative Action on September 21, 2023 for penalties under PAGA for: (1) Failure to Pay
20 Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal
21 Period Liability under Labor Code § 226.7; (4) Rest Break Liability under Labor Code § 226.7;
22 (5) Reimbursement of Necessary Business Expenditures; (6) Violation of Labor Code §§ 226(a)
23 and 1174; and (7) Violation of Labor Code §§ 203 and 204. Pursuant to the terms of the
24 Settlement, the Parties filed a Joint Stipulation on September 12, 2024 to file a First Amended
25 Class Action Complaint in San Diego County Superior Court alleging the same ten causes of
26 action in the July 19, 2023 complaint and an eleventh cause of action for penalties pursuant to
27 Labor Code § 2699, *et seq.*
28

1 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to
2 comply with the laws identified in the Operative Complaint, and denies any and all liability for
3 the causes of action alleged.

4 2.3 On May 23, 2024, the Parties participated in an all-day mediation presided over by
5 Mediator Gail A. Glick and were able to reach an agreement on general settlement terms. The
6 Parties memorialized their agreement in a Memorandum of Understanding on July 11, 2024.

7 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
8 of, and applicable law to, the Action, including speaking to current and former employees of
9 Defendant regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff
10 also obtained and analyzed a representative sampling of time and payroll data for Class Members
11 and the necessary policy documents through informal discovery to properly evaluate the strengths
12 and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's
13 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
14 *Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168
15 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

16 2.5 The Court has not granted class certification because the Parties engaged in mediation
17 before any class certification.

18 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
19 other pending matter or action asserting claims that will be extinguished or affected by the
20 Settlement.

21 3. **MONETARY TERMS.**

22 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
23 Defendant will pay \$650,000 (six hundred fifty thousand dollars with zero cents) to fully settle,
24 resolve, and extinguish all claims asserted in the Action, including without limitation all claims
25 asserted in the PAGA Notice. The GSA is non-reversionary and does not include employer
26 payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will
27 pay separately.
28

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the GSA, in the amounts specified by the Court in the Final
3 Approval:

4 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to the Class
5 Representative, Jennifer Reyes, of not more than \$5,000.00 (five thousand dollars) in addition to
6 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
7 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request
8 for a Class Representative Service Payment that does not exceed this amount. As part of the
9 motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court
10 approval for any Class Representative Service Payment no later than 16 (sixteen) court days prior
11 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
12 Representative Service Payment less than the amount requested, the Administrator will retain the
13 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
14 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
15 assumes full responsibility and liability for employee taxes owed on the Class Representative
16 Service Payment.

17 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
18 of the GSA, which is currently estimated to be \$216,666.66 (two hundred sixteen thousand six
19 hundred sixty-six dollars and sixty-six cents) and a Class Counsel Litigation Expenses Payment
20 for actual costs, not to exceed \$25,000.00 (twenty-five thousand dollars with zero cents).
21 Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a
22 motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court
23 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
24 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
25 less than the amounts requested, the Administrator will allocate the remainder to the Net
26 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
27 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
28 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
2 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
3 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
4 controversy regarding any division or sharing of any of these Payments.

5 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$7,900 (Seven
6 Thousand Nine Hundred Dollars) except for a showing of good cause and as approved by the
7 Court. To the extent the Administration Costs are less or the Court approves payment of less than
8 \$7,900, the Administrator will retain the remainder in the Net Settlement Amount to be distributed
9 to Participating Class Members.

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

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

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

26 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 \$65,000.00 (sixty-five thousand dollars and zero cents) to be paid from the Gross Settlement
28 Amount, with 75% (\$48,750.00) allocated to the LWDA PAGA Payment and 25% (\$16,250.00)
allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$16,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay Periods during the PAGA Period.

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

1 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
3 the funds to the Administrator no later than 14 (fourteen) days after the Effective Date.

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

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

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

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

3 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
6 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b). In the event the funds are not claimed
8 within the required timeframe, such unclaimed and uncashed funds shall be offered and
9 transmitted to the non-profit agency Casa Cornelia Law Center.

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

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

17 5.1 **Plaintiff's Release.** Plaintiff and Plaintiff's respective former and present spouses,
18 representatives, agents, heirs, administrators, successors, and assigns generally, releases and
19 discharges Released Parties from all claims, transactions, or occurrences, that occurred during the
20 Class Period and through the date of execution of this Agreement, including all claims that were,
21 or reasonably could have been, alleged, based on the facts contained in the Operative Complaint;
22 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
23 VII of the Civil Rights Act of 1964, the California Labor Code, claims for wrongful termination
24 of public policy, retaliation and other tort and/or negligence based claims, claims for breach of
25 contract or other contractual-based claims, and all equivalent claims under local, state and/or
26 federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
27 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
28 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts

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

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

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

11 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
12 their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, release the Released Parties from those claims alleged or which could
14 have reasonably could have been alleged based on the facts in the Operative Complaint that arose
15 during the Class Period (the "Released Class Claims"). Except as set forth in Paragraph 5.3 of
16 this Agreement, Participating Class Members do not release any other claims, including claims
17 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class
21 Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
23 and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or
24 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
25 PAGA Notice ("Released PAGA Claims"). The Released PAGA claims applies to claims arising
26 during the PAGA Period only.

27 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
28 preliminary approval ("Motion for Preliminary Approval").

1 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
2 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
3 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
4 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
5 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
6 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
7 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
8 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
9 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
10 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
11 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
12 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
13 conflict of interest with Class Members, and/or the Administrator.

14 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
15 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
16 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
17 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
18 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

19 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
20 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
22 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
23 Preliminary Approval or conditions Preliminary Approval on any material change to this
24 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
25 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
26 otherwise satisfy the Court's concerns.

27 **7. SETTLEMENT ADMINISTRATION.**

28 7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the
Administrator and verified that, as a condition of appointment, the Administrator agrees to be

bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class

1 Notice to the most current address obtained. The Administrator has no obligation to make further
2 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
3 USPS a second time.

4 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
5 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
6 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
7 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
8 deadline with the re-mailed Class Notice.

9 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class Data and should
11 have received Class Notice, the Parties will expeditiously meet and confer in person or by
12 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
13 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
14 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
15 requiring them to exercise options under this Agreement not later than 14 (fourteen) days after
16 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

17 7.5 Requests for Exclusion (Opt-Outs).

18 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
19 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
20 later than 30 (thirty) days after the Administrator mails the Class Notice (plus an additional 14
21 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is
22 a letter from a Class Member or his/her representative that reasonably communicates the Class
23 Member's election to be excluded from the Settlement and includes the Class Member's name,
24 address and email address or telephone number. To be valid, a Request for Exclusion must be
25 timely faxed, emailed, or postmarked by the Response Deadline.

26 7.5.2 The Administrator may reject a Request for Exclusion as invalid if it fails to contain
27 all the information specified in the Class Notice. The Administrator may accept any Request for
28 Exclusion as valid only if the Administrator can reasonably ascertain the identity of the person as
a Class Member and the Class Member's desire to be excluded. The Administrator's

determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator shall notify Class Counsel and Defense Counsel of its pending evaluation of authenticity to allow counsel the opportunity to provide any additional information, if any, to assist in the evaluation. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 30 (thirty) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

1 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
2 Administrator's determination of the challenges.

3 **7.7 Objections to Settlement.**

4 7.7.1 Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
7 Payment and/or Class Representative Service Payment.

8 7.7.2 Participating Class Members may send written objections to the Administrator, by
9 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
10 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
11 Participating Class Member who elects to send a written objection to the Administrator must do
12 so not later than 30 (thirty) days after the Administrator's mailing of the Class Notice (plus an
13 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

14 7.7.3 Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or otherwise.

18 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
19 maintain and use an internet website to post information of interest to Class Members including
20 the date, time and location for the Final Approval Hearing and copies of the Settlement
21 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
22 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
24 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
25 telephone number to receive Class Member calls, faxes and emails.

26 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
28 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names

1 and other identifying information of Class Members who have timely submitted valid Requests
2 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
3 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
4 Exclusion from Settlement submitted (whether valid or invalid).

5 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
6 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
7 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
8 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
9 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
10 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
11 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
12 objections received.

13 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
14 address and make final decisions consistent with the terms of this Agreement on all Class Member
15 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
16 shall be final and not appealable or otherwise susceptible to challenge.

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

27 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
28 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
Class Counsel and Defense Counsel with a final report detailing its disbursements by employee

identification number only of all payments made under this Agreement. At least 15 (fifteen) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** Workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 18,927 Workweeks (i.e. greater than 20,820), then the GSA will be proportionally increased by the Workweeks worked in excess of 20,820 by multiplying the excess Workweeks by the per Workweek value, or alternatively, and at Defendant's discretion, the time frame of the Class Period and PAGA Period will be limited so that they do not exceed the 10% increase. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Settlement Agreement, there are 235 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is equal to or greater than 24, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 20 (twenty) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in

1 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
2 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
3 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
4 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
5 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
6 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

7 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
8 by a Participating Class Member, including the right to file responsive documents in Court no
9 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
10 accepted by the Court.

11 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope of
13 release to be granted by Class Members), the Parties will expeditiously work together in good
14 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
15 Approval. The Court's decision to award less than the amounts requested for the Class
16 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
18 modification to the Agreement within the meaning of this paragraph.

19 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
21 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
22 and (iii) addressing such post-Judgment matters as are permitted by law.

23 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
24 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
25 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
26 counsel, and all Participating Class Members who did not object to the Settlement as provided in
27 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
28 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the

1 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
2 obligations to perform under this Agreement will be suspended until such time as the appeal is
3 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
4 of the Net Settlement Amount.

5 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
6 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
7 modification of this Agreement (including, but not limited to, the scope of release to be granted
8 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
9 expeditiously work together in good faith to address the appellate court's concerns and to obtain
10 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
11 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
12 Court's award of the Class Representative Service Payment or any payments to Class Counsel
13 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
14 as long as the Gross Settlement Amount remains unchanged.

15 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
16 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
17 judgment.

18 12. **ADDITIONAL PROVISIONS.**

19 12.1 No Admission of Liability, Class Certification or Representative Manageability for
20 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
21 claims. Nothing in this Agreement is intended or should be construed as an admission by
22 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
23 any liability for any claims asserted; nor should it be intended or construed as an admission by
24 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
25 certification and representative treatment is for purposes of this Settlement only. If, for any
26 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
27 reserves the right to contest certification of any class for any reason, Defendant reserves all
28 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
certification on any grounds available and to contest Defendant's defenses. The Settlement, this

1 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
2 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
3 Settlement and this Agreement).

4 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
6 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
7 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
8 or indirectly, specifically or generally, to any person, corporation, association, government
9 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
10 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
12 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
13 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
14 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
15 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
16 communication, before the filing of the Motion for Preliminary Approval, with any third party
17 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
18 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
19 communications with Class Members in accordance with Class Counsel's ethical obligations
20 owed to Class Members.

21 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
24 to communicate with Class Members in accordance with Class Counsel's ethical obligations
25 owed to Class Members.

26 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
27 together with its attached exhibits shall constitute the entire agreement between the Parties
28 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
inducements made to or by any Party.

1 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 12.16 Notice. All notices, demands, or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17
18 To Plaintiff:

19 D.LAW, INC.
20 Emil Davtyan
21 Emil@d.law
22 David Yeremian
23 david@yeremianlaw.com
24 Roman Shkodnik
25 r.shkodnik@d.law
26 Emma Geesaman
27 e.geesaman@d.law
28 450 N. Brand Blvd., Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Fax: (818) 962-6469

To Defendant:

 CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
 Guillermo A. Escobedo (SBN 206198)
 gescobedo@constangy.com

Lana B. Nassar (SBN 332522)
lnassar@constangy.com
Lisa Xu (SBN 328700)
lxu@constangy.com
501 W. Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 605-6171

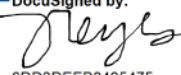
12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same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

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

IT IS SO AGREED.

By the Parties:

DATED: 3/18/2025 _____

DocuSigned by:

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Plaintiff JENNIFER REYES

DATED: 3/20/2025 _____

Signed by:

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Defendant RESONETICS, LLC

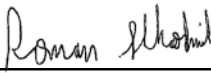
By: Todd Trapp _____

Position: CFO _____

1 Approved by counsel:

2 DATED: March 18, 2025

D.LAW, INC.

3
4 BY: 

5 David Yeremian

6 Roman Shkodnik

7 Emma Geesaman

Counsel for Plaintiff

8 DATED: March 20, 2025

CONSTANGY, BROOKS, SMITH & PROPHETE,
9 LLP

10
11 BY: 

12 Guillermo A. Escobedo

13 Lana B. Nassar

14 Lisa Xu

15 Attorneys for Defendant Resonetics, LLC

SECOND AMENDMENT to Class and PAGA Action Settlement Agreement

This shall serve as a second amendment to the Class and PAGA Action Settlement Agreement (“Settlement Agreement”) entered into on March 20, 2025 between Plaintiff Jennifer Reyes (“Plaintiff”), on behalf of herself and all other similarly situated Settlement Class Members and as a representative of the State of California and Aggrieved Employees, as defined in the Settlement Agreement, and Defendant Resonetics, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”).

Pursuant to paragraphs 12.5 and 12.9 of the Settlement Agreement which allows for amendments and modifications of the Settlement Agreement by an express written instrument signed by all Parties or their representatives, and approved by the Court, the Parties amend paragraphs 1.36, 3.2.5, 7.5.1, 7.6, 7.7.2, 8, and 9 to read as follows. All other settlement terms remain the same.

Paragraph 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to 10% of the Gross Settlement Amount and totaling \$65,000.00 which shall be allocated as 25% to the Aggrieved Employees (\$16,250.00) and 75% to LWDA (\$48,750.00) in settlement of PAGA claims.

Paragraph 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties equaling 10% of the Gross Settlement Amount and totaling \$65,000.00 (sixty-five thousand dollars and zero cents) to be paid from the Gross Settlement Amount, of which 75% (\$48,750.00) will be allocated to the LWDA PAGA Payment and 25% (\$16,250.00) allocated to the Individual PAGA Payments.

Paragraph. 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline

Paragraph. 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen)

days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

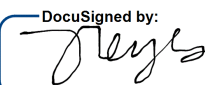
Paragraph 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

Paragraph 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** Workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 18,927 Workweeks (i.e. greater than 20,820), then the GSA will be proportionally increased by the Workweeks worked in excess of 20,820 by multiplying the excess Workweeks by the per Workweek value, or alternatively, and at Defendant's discretion, the time frame of the Class Period and PAGA Period will be limited so that they do not exceed the 10% increase. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. Similarly, if this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to

PAGA Penalties will also increase proportionally such that the total amount remains 10% of the GSA after the upward adjustment required by this provision is implemented.

Paragraph 9. DE-ESCALATOR CLAUSE. Defendant represents that as of the date of mediation, there are 235 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is greater than 10% (i.e. greater than 24 individuals) of the total Class Members, Defendant may, but is not obligated to, elect to reduce the Gross Settlement Amount in proportion to the number of Workweeks represented by the Class Members who submitted a valid Request for Exclusion which exceeds the 10%. For example, if 11% of the Class Members submit a valid Request for Exclusion (i.e. 26 individuals), Defendant may elect to decrease the Gross Settlement Amount by 1% (i.e. 2 individuals) of the Class Members measured in proportion to the total Workweek value of the excluded Class Members. In this example, the average number of Workweeks worked by the 11% excluded Class Members will be multiplied by the number of excess individuals over 10%, i.e. 2 individuals, then multiplied by the per Workweek value to determine the downward adjustment. If this provision is triggered so that the Gross Settlement Amount is decreased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will decrease proportionally such that the total amount of attorneys' fees remains one-third of the adjusted GSA, and the PAGA Penalties equals 10% of the adjusted GSA after the downward adjustment required by this provision is implemented.

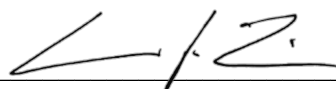
DATED: 11/25/2025

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Plaintiff JENNIFER REYES

DATED: December 1, 2025

D.LAW, INC.

BY: 

Enoch J. Kim

Norayr Zakaryan

Counsel for Plaintiff

DATED: 11/19/2025

Todd Trapp

Todd Trapp (Nov 19, 2025 09:29:46 EST)

Defendant RESONETICS, LLC

By: Todd Trapp

Position: CFO

DATED: 11/19/25

CONSTANGY, BROOKS, SMITH & PROPHETE,
LLP

BY: 

Guillermo A. Escobedo

Lana B. Nassar

Lisa Xu

Attorneys for Defendant Resonetics, LLC