



FILED
Superior Court of California
County of San Francisco

MAR 06 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SITARA NAYABKHIL, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

SAN FRANCISCO SPCA (dba SFSPCA), a
California 501(c)(3) non-profit organization;
Does 1-25, inclusive,

Defendants.

Case No. CGC-23-609950

ORDER GRANTING MOTION
FOR FINAL APPROVAL

Before the court is an unopposed motion by Sitara Nayabkhil (Nayabkhil) for final approval of the class settlement, including related PAGA penalties, reached with defendant San Francisco SPCA (SF SPCA). The motion came on for hearing on March 6, 2025, at 9:30 a.m. in Department 606, the Honorable Jeffrey S. Ross presiding. Karen Gold and Marissa Mayhood (Blackstone Law, APC) appeared for Nayabkhil and the class. Hieu Williams (Hirschfeld Kraemer LLP) appeared for SF SPCA. No class members submitted advance written objections or otherwise appeared at the final approval hearing to speak or object to the settlement. Accordingly, the motion for final approval of the settlement agreement attached here as **Exhibit A** (Settlement Agreement) is **GRANTED** with an award of \$487,500 in attorney's fees, reimbursement of \$19,444.48 in litigation costs, and a service award to Nayabkhil of \$3,000. A compliance hearing is **RESERVED** for **July 11, 2025, at 11:00 a.m.** with a compliance statement that includes an accounting of funds and disbursements due by **July 3, 2025**. IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms or phrases used in this order shall have the same meaning as in the Settlement

1 Agreement unless otherwise specified.

- 2 2. For settlement purposes only, the court finds the Settlement Class (defined below) meets the
3 requirements for certification under Code of Civil Procedure section 382: (1) the Settlement Class
4 is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3)
5 Nayabkhil's claims are typical of the claims of the members of the Settlement Class; and (4) a
6 class action is superior to other methods to efficiently adjudicate this controversy through
7 settlement.
- 8 3. Based on the foregoing, the court certifies the following Settlement Class: *All current and former*
9 *hourly-paid and/or non-exempt employees who worked for SF SPCA in the State of California at*
10 *any time from October 24, 2019, through June 16, 2024 (the Class Period).*
- 11 4. No class members requested exclusion from the Settlement Class.
- 12 5. The notice and plan of distribution approved by this court met the requirements of due process and
13 constituted the best notice practicable under the circumstances. As set forth in the declaration of
14 Cassandra Polites, ILYM Group, Inc. distributed notice in compliance with this court's
15 preliminary approval order and the Settlement Agreement. The court finds the administration
16 process to date was adequate and comported with due process, reaching nearly all class members.
- 17 6. The court hereby approves payment of administration expenses to ILYM Group, Inc. in the
18 amount of **\$9,550**. (Polites Decl., ¶ 21.) ILYM Group, Inc. shall continue to serve as settlement
19 administrator and shall, *inter alia*, disburse payments to class members, aggrieved employees, and
20 the LWDA in accordance with the terms of the Settlement Agreement and this final approval
21 order.
- 22 7. The court finally approves the settlement as fair, reasonable, and sufficient taking into
23 consideration the nature of the claims and the risks inherent in such claims, including the risks of
24 continued litigation, the result obtained, the absence of objections, and the fact that this settlement
25 represents a compromise of the parties' respective positions rather than the result of a finding of
26 liability at trial.
- 27 8. For settlement purposes only, the court appoints plaintiff Sitara Nayabkhil as class representative
28 in accordance with Code of Civil Procedure section 382.
9. For settlement purposes only, Blackstone Law, APC is appointed as Class Counsel.

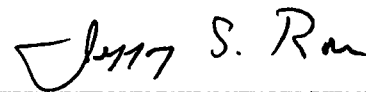
10. The court awards reasonable attorney's fees to Class Counsel in the amount of **\$487,500**—
25 percent of the gross settlement amount—rather than the amount proposed by Nayabkhil. In
making this award, the court considered the following factors: (1) the results obtained by Class
Counsel in this case; (2) the risks and legal issues involved in this case; (3) the fee's contingency
upon success; (4) the range of awards made in similar cases; and (5) the time spent and work
performed in litigating the case. Employment counsel are not automatically entitled to one third of
every common fund. Rather, California courts have largely followed federal courts in using a
25 percent benchmark and lodestar cross-check. (*Consumer Privacy Cases* (2009) 175 Cal.App.4th
545, 555–58 & n. 13; see also *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 495–96.)
While one third of a common fund is often cited as an average award, this figure is seldom verified
with modern statistics nor does the existence of this average figure support the proposition that one
third of the fund is a *median* figure that should constitute the starting point for a court's analysis.
Counsel has not provided support for a one-third or a greater 35 percent award here nor is there
support in the record for the proposition that this is the statistical average in this court or the state as
a whole. In this case, where Class Counsel has not demonstrated significant challenges or grounds
for enhancement (other than contingency) and has not litigated the case through any motions or
appeals, an upward departure from the 25 percent benchmark is not warranted. The court, thus,
awards reasonable attorney's fees in the amount of \$487,500.¹
11. Next, because counsel provided further testimony and explanation at the final approval hearing, the
court authorizes reimbursement of Class Counsel's litigation expenses in the amount of **\$19,448**,
which is the costs requested less the anticipated expenses of \$140.95 that still are not documented in
the record even after the hearing. The Gold Declaration provided only cursory information about the
expenses for which reimbursement was requested, namely a summary ledger unaccompanied by any
explanation in the attorney declaration or memorandum of points and authorities. In many instances,
the court could not determine what a particular cost item was. While the court authorizes

¹ Crediting the hours Class Counsel claims to have spent, in the absence of billing statements that would allow the court to independently verify counsels' time, the current lodestar figure is \$474,698 not \$505,060. While Class Counsel estimates that an additional \$30,362 in attorney's fees may be incurred in the future, the court is not persuaded that this is a reasonable estimate.

1 reimbursement of nearly all expenses based on the largely curative explanation and testimony
2 provided by Ms. Mayhood at the hearing, counsel are expected to include sufficient information in
3 their declaration in the first instance. The documentary evidence should be sufficient to allow the
4 court to determine what exactly a charge was and should demonstrate the amount and
5 reasonableness of fees that were charged by any third-party service providers as distinct from the
6 filing fees charged by the court.

- 7 12. The court authorizes a service award of **\$3,000** to Nayabkhil based on her declaration and the
8 criteria for service awards. (See generally *Cellphone Termination Fee Cases* (2010) 186
9 Cal.App.4th 1380, 1394–95.) The court finds this amount to be proportionate and reasonable based
10 on the evidence presented and average payments to be distributed to class members.
- 11 13. The court reserves a compliance hearing for **July 11, 2025, at 11:00 a.m.** No later than **July 3,**
12 **2025**, the parties shall submit a compliance statement setting forth disbursements made, a summary
13 accounting, the number and value of any uncashed settlement checks, and any unresolved issues or
14 other matters the parties need to bring to the court's attention. The compliance statement should
15 include or be accompanied by a declaration from a representative of ILYM Group, Inc. as needed.
- 16 14. A copy of this order and the accompanying final judgment shall be served upon the LWDA within **5**
17 **days** of this order.
- 18 15. Consistent with the settlement and the motions for preliminary and final approval, Nayabkhil's state
19 and federal WARN Act claims, set forth in her first and second causes of action, which are asserted
20 on behalf of herself and the class, are **DISMISSED WITHOUT PREJUDICE**. (See Settlement
21 Agreement, § 41.)
- 22 16. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
23 Court—and without impacting the finality of this order—the court retains jurisdiction over
24 Nayabkhil, all members of the Settlement Class, and SF SPCA for the purpose of supervising the
25 implementation, enforcement, construction, administration, and interpretation of the Settlement
26 Agreement and this order.

27 Dated: March 6, 2025



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Sitara Nayabkhil
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant The San
6 Francisco Society for the Prevention of Cruelty to Animals dba San Francisco SPCA (“Defendant”)
7 (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On August 7, 2023, Plaintiff provided written notice to the California Labor and
13 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
14 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
15 Labor Code alleged to have been violated by Defendant, and on October 18, 2023, Plaintiff provided
16 a supplemental notice as well (together, “PAGA Letter”). On October 24, 2023, Plaintiff filed a Class
17 & Collective Action Complaint in the action entitled *Sitara Nayabkhil v. San Francisco SPCA, dba,*
18 *SFSPCA*, San Francisco County Superior Court Case No. CGC-23-609950 (“Action”), thereby
19 commencing a putative class and representative action under the Private Attorneys General Act of
20 2004 pursuant to California Labor Code Sections 2698, *et seq.* (“PAGA”) against Defendant. On
21 December 22, 2023, Plaintiff filed a First Amended Class & Collective Action Complaint (“Operative
22 Complaint”) in the Action. The Operative Complaint alleges thirteen (13) causes of action for: (1)
23 Violation of 29 U.S.C. §§ 2101, *et seq.* (Federal WARN Act); (2) Violation of Cal. Labor Code §§
24 1400, *et seq.* (California WARN Act); (3) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid
25 Overtime Wages); (4) Violation of Cal. Labor Code §§ 1194, 1197, and 11971. (Unpaid Minimum
26 Wages); (5) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations); (6) Violation
27 of Cal. Labor Code § 226.7 (Rest Break Violations); (7) Violation of Cal. Labor Code §§ 204 and 210
28 (Wages Not Timely Paid); (8) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations);

1 (9) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (10) Violation
2 of Cal. Labor Code § 227.3 (Unpaid Vacation Time); (11) Violation of Cal. Labor Code §§ 2800 and
3 2802 (Failure to Reimburse Expenses); (12) Violation of Cal. Business and Professions Code §§ 17200
4 *et seq.* (Unfair and Unlawful Business Practices); and (13) Violation of Cal. Labor Code §§ 2698 *et*
5 *seq.* ("Private Attorneys General Act").

6 2. Defendant denies all materials allegations set forth in the Action and has asserted
7 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
8 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
9 Released PAGA Claims (as defined herein).

10 3. Class Counsel diligently investigated the class and PAGA claims against Defendant,
11 including any and all applicable defenses and the applicable law. The investigation included, *inter*
12 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
13 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
14 merits of the claims and contentions of the Parties.

15 4. On April 9, 2024, the Parties participated in mediation with Jeffrey A. Ross, Esq. (the
16 "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the
17 Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
18 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed
19 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks
20 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
21 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
22 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
23 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
24 including the risk of significant delay and uncertainty associated with litigation and various defenses
25 asserted by Defendant.

26 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
27 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
28 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is

not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

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

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Ashley H. Cruz of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (if applicable).

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A.**"

f. "Class Period" means the period from October 24, 2019 through June 16, 2024.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Francisco.

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1 i. "Defendant's Counsel" means Hieu T. Williams and Jenna M. Rogenski of
2 Hirschfeld Kraemer LLP.

3 j. "Dispute" means a letter submitted by a Class Member disputing the number of
4 Workweeks and/or Pay Periods to which they have been credited, which must: (a) contain the case
5 name and number of the Action; (b) contain the Class Member's full name, signature, address, and
6 telephone number; (c) clearly state that the Class Member disputes the number of Workweeks and/or
7 Pay Periods credited to the Class Member and what the Class Member contends is the correct number;
8 and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or
9 before the Response Deadline.

10 k. "Effective Date" means the following: (i) if no Settlement Class Member
11 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
12 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
13 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
14 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
15 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
16 in final judicial approval of the Settlement.

17 l. "Employer Taxes" means the employer's share of taxes and contributions in
18 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
19 in addition to the Gross Settlement Amount.

20 m. "Enhancement Payment" means the amount to be paid to Plaintiff, in
21 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
22 Employees, as set forth in Paragraph 10.

23 n. "Final Approval" means the determination by the Court that the Settlement is
24 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

25 o. "Final Approval Hearing" means the hearing at which the Court will consider
26 and determine whether the Settlement should be granted Final Approval.

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1 p. “Final Approval Order and Judgment” means the order granting final approval
2 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
3 Parties, and subject to approval by the Court.

4 q. “Gross Settlement Amount” means the amount of One Million Nine Hundred
5 Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) to be paid by Defendant in full satisfaction of
6 the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
7 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net
8 Settlement Amount, to be paid to the Settlement Class Members. Defendant shall pay the Employer
9 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
10 non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
11 Settlement Amount is subject to increase, as provided in Paragraph 13.

12 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
13 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
14 calculated in accordance with Paragraph 15.

15 s. “Individual Settlement Payment” means the net payment of each Settlement
16 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
17 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
18 Paragraph 16.

19 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
20 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
21 in accordance with Paragraph 14.

22 u. “LWDA Payment” means the amount of Seventy-Three Thousand One
23 Hundred Twenty-Five Dollars and Zero Cents (\$73,125.00), i.e., 75% of the PAGA Amount, that the
24 Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 11.

25 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
26 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
27 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
28 Settlement Administration Costs.

1 w. “Notice of Objection” means a Settlement Class Member’s written objection to
2 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
3 objector’s full name, signature, address, and telephone number; (c) contain a written statement of all
4 grounds for the objection accompanied by any legal support for such objection; (d) contain copies of
5 any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail
6 to the Settlement Administrator at the specified address, postmarked on or before the Response
7 Deadline.

8 x. “PAGA Amount” means the allocation of Ninety-Seven Thousand Five
9 Hundred Dollars and Zero Cents (\$97,500.00) from the Gross Settlement Amount for the PAGA
10 Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$73,125.00, will be paid to the
11 LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$24,375.00, will
12 be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

13 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-
14 exempt employees who worked for Defendant in the State of California at any time during the PAGA
15 Period.

16 z. “PAGA Employee Amount” means the amount of Twenty-Four Thousand
17 Three Hundred Seventy-Five Dollars and Zero Cents (\$24,375.00), i.e., 25% of the PAGA Amount,
18 to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

19 aa. “PAGA Period” means the period from August 7, 2022 through June 16, 2024.

20 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
21 Claims.

22 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
23 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
24 Pay Periods will be calculated by the Settlement Administrator based on each PAGA Employee’s start
25 date or the beginning of the PAGA Period, whichever is later, and separation date or the last day of
26 the PAGA Period, whichever is earlier, based on the Class List provided by Defendant. In order to be
27 counted as a Pay Period, the PAGA Employee must have worked at least one day in that bi-weekly
28 pay period.

1 dd. "Preliminary Approval" means the date on which the Court enters the
2 Preliminary Approval Order.

3 ee. "Preliminary Approval Order" means the order granting preliminary approval
4 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
5 the Court.

6 ff. "Released Class Claims" means any and all claims and damages which were
7 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
8 arising during the Class Period, including claims for Defendant's alleged failure to pay overtime and
9 minimum wages, failure to provide meal and rest periods and associated premiums, failure to pay paid
10 sick leave, failure to timely pay wages during employment, failure to provide accurate wage
11 statements, failure to timely pay final wages, failure to pay vacation pay, and failure to reimburse
12 necessary business-related expenses, in violation of California Labor Code Sections 201, 202, 203,
13 204, 226(a), 226.7, 227.3, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
14 Industrial Welfare Commission Wage Order(s), and for violations of the California Business and
15 Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code
16 violations. The Released Class Claims specifically excludes any and all claims and damages for
17 violations of U.S.C. Sections 2101, *et seq.* (Federal WARN Act) and California Labor Code Sections
18 1400, *et seq.* (California WARN Act), as Plaintiff has agreed to dismiss these claims without prejudice.

19 gg. "Released PAGA Claims" means any and all claims arising from any of the
20 factual allegations in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period,
21 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
22 2698, *et seq.*, including for Defendant's alleged failure to pay overtime and minimum wages, failure
23 to provide meal and rest periods and associated premiums, failure to pay paid sick leave, failure to
24 timely pay wages during employment, failure to provide accurate wage statements, failure to timely
25 pay final wages, failure to pay vacation pay, failure to maintain complete and accurate payroll records,
26 and failure to reimburse necessary business-related expenses, in violation of California Labor Code
27 Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
28 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). The Released

1 PAGA Claims specifically excludes any and all claims for violations of U.S.C. Sections 2101, *et seq.*
2 (Federal WARN Act) and California Labor Code Sections 1400, *et seq.* (California WARN Act), as
3 Plaintiff has agreed to dismiss these claims without prejudice.

4 hh. "Released Parties" means Defendant and its current and former officers,
5 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
6 assigns.

7 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
8 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
9 of the Action; (b) contain the Class Member's full name, signature, address, and telephone number;
10 (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d)
11 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
12 the Response Deadline.

13 jj. "Response Deadline" means the deadline by which Class Members must submit
14 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
15 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
16 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
17 Deadline will be extended to the next day on which the United States Postal service is open. The
18 Response Deadline may also be extended by express agreement between Class Counsel and
19 Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the
20 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
21 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
22 from the original Response Deadline.

23 kk. "Settlement Administrator" means ILYM Group, Inc., or any other third-party
24 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
25 of administering the Settlement. The Parties and their counsel each represent that they do not have
26 any financial interest in the Settlement Administrator or otherwise have a relationship with the
27 Settlement Administrator that could create a conflict of interest.

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11. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 12.

mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator based on each Class Member's start date or the beginning of the Class Period, whichever is later, and separation date or the last day of the Class Period, whichever is earlier, based on the Class List provided by Defendant. In order to be counted as a Workweek, the Class Member must have worked at least one day in that week.

CLASS CERTIFICATION

7. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount (i.e., \$650,000.00 if the Gross Settlement Amount is \$1,950,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero

1 Cents (\$20,000.00), both of which will be paid from the Gross Settlement Amount. These amounts
2 will cover any and all work performed and any and all costs incurred by Class Counsel in connection
3 with the litigation of the Action, including without limitation all work performed and costs incurred
4 to date, and all work to be performed and all costs to be incurred in connection with obtaining the
5 Court's approval of this Settlement Agreement, including any objections raised and any appeals
6 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
7 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
8 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees
9 and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court
10 to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement
11 Class Members.

12 10. Enhancement Payment. Defendant agrees not to oppose or impede any application or
13 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
14 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
15 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement
16 Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee.
17 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax
18 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue
19 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested
20 Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net
21 Settlement Amount for the benefit of the Settlement Class Members.

22 11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
23 Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$97,500.00) shall be allocated from
24 the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California
25 Labor Code Sections 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or
26 \$73,125.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or
27 \$24,375.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*
28 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA

1 Period (i.e., the Individual PAGA Payments).

2 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
4 which is currently not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00). These costs,
5 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
6 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
7 other documents for the Settlement, calculating and distributing payments due under the Settlement,
8 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
9 remittances, providing necessary reports and declarations, and other duties and responsibilities set
10 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
11 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
12 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
13 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
14 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
15 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
16 Settlement Class Members.

17 13. Escalator Clause. Defendant has estimated that there are approximately 530 Class
18 Members who worked a total of approximately 45,028 Workweeks during the Class Period. If it is
19 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
20 Members during the Class Period actually exceeds 45,028 by more than 20% (i.e., by more than 54,034
21 Workweeks), then Defendant shall, at its option, either (a) increase the Gross Settlement Amount on
22 a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class
23 Members above 20%; or (b) cut off the Class Period and PAGA Period as of the date that 54,034
24 Workweeks is reached. For example, if the number of Workweeks increases by 21% to 54,484
25 Workweeks, then Defendant may choose to either (a) increase the Gross Settlement Amount by 1%;
26 or (b) cut off the Class Period and PAGA Period as of the date that 54,034 Workweeks is reached.

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1 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
2 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
3 Workweeks, as follows:

4 a. After Preliminary Approval, the Settlement Administrator will divide the Net
5 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
6 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
7 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be
8 entitled to receive under the Class Settlement.

9 b. After Final Approval, the Settlement Administrator will divide the final Net
10 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
11 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
12 Value to each Settlement Class Member's final Individual Settlement Share.

13 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be
14 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
15 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
16 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
17 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
18 Value to yield each PAGA Employee's Individual PAGA Payment.

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

1 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

8 18. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
9 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
10 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
11 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
12 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
13 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
14 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
15 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
16 Members, and PAGA Employees should consult with their tax advisors concerning the tax
17 consequences of any payment they receive under the Settlement.

18 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
19 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
21 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
23 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
24 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
27 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE

1 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
2 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
4 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
5 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
6 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
8 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
9 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
10 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
11 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

13 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
14 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
15 are issued to the payee. It is expressly understood and agreed that payments made under this
16 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
17 to additional compensation or benefits under any new or additional compensation or benefits, or any
18 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
19 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
20 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
21 any contrary language or agreement in any benefit or compensation plan document that might have
22 been in effect during the Class Period).

23 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
24 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
25 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
26 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
27 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
28 seven (7) calendar days before filing it with the Court. Defendant agrees not to oppose the motion for

1 preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said
2 motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Granting Preliminary Approval of the Settlement;
- 5 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 6 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 7 e. Approving as to form and content, the mutually-agreed upon and proposed
8 Class Notice and directing its mailing by First Class U.S. Mail;
- 9 f. Approving the manner and method for Class Members to request exclusion
10 from or object to the Class Settlement as contained herein and within the Class Notice;
- 11 g. Scheduling a Final Approval Hearing at which the Court will determine whether
12 Final Approval of the Settlement should be granted.

13 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
14 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
15 approval of the Settlement.

16 23. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval,
17 Defendant will provide the Class List to the Settlement Administrator.

18 24. Notice by First-Class U.S. Mail.

19 a. Within seven (7) calendar days after receiving the Class List from Defendant,
20 the Settlement Administrator will perform a search based on the National Change of Address Database
21 or any other similar services available, such as provided by Experian, for information to update and
22 correct for any known or identifiable address changes, and will mail a Class Notice in English and
23 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
24 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
25 Administrator.

26 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
27 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
28 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

1 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
2 attempt to determine the correct address using a skip-trace or other search, using the name, address,
3 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
4 calendar days.

5 c. Compliance with the procedures described herein above shall constitute due and
6 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
7 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
8 provide notice of the Settlement.

9 25. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
10 opportunity to dispute the number of Workweeks and/or Pay Periods to which they have been credited,
11 as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
12 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
13 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
14 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
15 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
16 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
17 However, if a Class Member produces information and/or documents to the contrary, the Settlement
18 Administrator will evaluate the materials submitted by the Class Member and the Settlement
19 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
20 the disputing Class Member should be credited with under the Settlement. The Settlement
21 Administrator's decision on such disputes will be final and non-appealable.

22 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
23 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
24 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
25 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
26 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
27 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
28 submitted, and also identify the individuals who have submitted a timely and valid Request for

1 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
2 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
3 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
4 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
5 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
6 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
7 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
8 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
9 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
10 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
11 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
12 submit a Request for Exclusion.

13 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
14 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
15 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
16 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
17 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
18 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
19 and complete and which were not), and also attach them to a declaration that is to be filed with the
20 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
21 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
22 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
23 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
24 whether they have submitted a Notice of Objection and without any prior notice. If the Settlement
25 Administrator receives both a Request for Exclusion and a Notice of Objection, the Settlement
26 Administrator will honor the submission that is received first and disregard the other.

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1 28. Reports by the Settlement Administrator. The Settlement Administrator shall provide
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
3 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
4 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
5 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
6 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
7 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
8 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
9 Dispute.

10 29. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
11 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
12 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
13 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
14 the number of Class Members who have submitted timely and valid Requests for Exclusion following
15 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
16 administration owed to the Settlement Administrator incurred up to that date.

17 30. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to
19 the Court and counsel for all Parties.

20 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
21 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
22 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
23 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
24 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
25 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
26 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
27 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
28 seven (7) calendar days before filing it with the Court. By way of said motion, Plaintiff will apply for

1 the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the
2 following:

3 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
4 consummation of its terms and provisions;

5 b. Certification of the Settlement Class;

6 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

7 d. Approval of the application for Enhancement Payment to Plaintiff;

8 e. Directing Defendant to fund all amounts due under the Settlement Agreement
9 and ordered by the Court; and

10 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
11 conformity with California Rules of Court 3.769 and the Settlement Agreement.

12 32. Funding of the Gross Settlement Amount. No later than five (5) business days after
13 this Settlement Agreement is fully executed, Defendant will deposit the Gross Settlement Amount into
14 a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1,
15 *et seq.*, to be established by the Settlement Administrator. No later than five (5) business days after
16 Final Approval, Defendant will deposit the Employer Taxes into the QSF. Defendant shall provide
17 all information necessary for the Settlement Administrator to calculate necessary payroll taxes
18 including its official name, 8-digit state unemployment insurance tax ID number, and other
19 information requested by the Settlement Administrator, no later than five (5) business days after Final
20 Approval.

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

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1 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
12 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
13 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
14 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
16 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
17 amended and/or supplemental tax filings and reporting required under applicable local, state, and
18 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
19 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
20 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
21 Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by
22 the PAGA Settlement.

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

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

5 37. Plaintiff's General Release. Upon the Effective Date and the full funding of the Gross
6 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
8 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
9 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of this Settlement
11 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
12 out of, relating to, or resulting from her employment and/or separation of employment with the
13 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
14 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any
15 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans
16 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security
17 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims
18 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
19 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to
20 violation of public policy, retaliation, or interference with legal rights; any and all other employment
21 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
22 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
23 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
24 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
25 Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that she
26 has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
27 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
28 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all

1 rights granted under any state or federal law or regulation limiting the effect of this Settlement
2 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
3 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
5 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
6 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
7 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
8 **THE DEBTOR OR RELEASED PARTY.**

9 38. Final Approval Order and Judgment. The Parties shall provide the Settlement
10 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
11 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
12 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
13 Class will be required.

14 39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
15 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
16 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
17 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
18 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
19 Settlement Agreement.

20 40. Effects of Termination or Rescission of Settlement. Termination or rescission of the
21 Settlement Agreement shall have the following effects:

22 a. The Settlement Agreement shall be void and shall have no force or effect, and
23 no Party shall be bound by any of its terms;

24 b. In the event the Settlement Agreement is terminated, Defendant shall have no
25 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
26 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
27 Administrator is notified that the Settlement has been terminated;

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1 c. The Preliminary Approval Order, Final Approval Order and Judgment,
2 including any order certifying the Class, shall be vacated;

3 d. The Settlement Agreement and all negotiations, statements, and proceedings
4 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
5 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

6 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
7 statements, or filings in furtherance of the Settlement (including all matters associated with the
8 mediation) shall be admissible or offered into evidence in the Action or any other action for any
9 purpose whatsoever; and

10 f. Any documents generated to bring the Settlement into effect, will be null and
11 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
12 likewise be treated as void from the beginning.

13 41. Dismissal of Federal and California WARN Act. Plaintiff agrees to dismiss the claims
14 for violations of 29 U.S.C. Sections 2101, *et seq.* (Federal WARN Act) and California Labor Code
15 Sections 1400, *et seq.* (California WARN Act) alleged in the Operative Complaint *without* prejudice
16 upon Final Approval.

17 42. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action or right herein released and discharged.

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

24 44. Limitation on Publicity. Plaintiff and Class Counsel agree that, prior to filing the
25 motion for preliminary approval, they will keep the terms of this Settlement confidential. Plaintiff
26 and Class Counsel will not publicize this Settlement by name (i.e., identifying: (i) Defendant by name;
27 (2) its industry (non-profit humane society); and (3) its location in California or San Francisco),
28 whether through a press release, posting on Class Counsel's website, social media, or any other public
means. Nothing herein is intended to prevent Plaintiff and Class Counsel from including the foregoing

1 information in the motion for preliminary approval, motion for final approval, and/or Class Notice.
2 Nothing herein is intended to prevent Plaintiff from discussing this Settlement with her spouse,
3 attorneys, or tax advisers. Nothing herein is intended to prevent Class Counsel from citing this
4 Settlement in the Action or including publicly available information regarding this Settlement as
5 evidence supporting their qualifications, experience, and competence as counsel in wage and hour
6 and/or class and PAGA matters in public court filings nor affects in any way the ability of Class
7 Counsel to communicate with putative class members in the Action or the Court. Furthermore,
8 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
9 in conformity with PAGA.

10 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
11 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
12 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
13 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
14 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
15 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
16 which provide that a written agreement is to be construed according to its terms and may not be varied
17 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
18 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

19 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
20 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
21 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
22 Approval Hearing to be conducted by the Court.

23 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
24 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
25 except by written agreement signed by counsel for all Parties. After the filing of the motion for
26 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
27 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
28 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
constitute a waiver of any other provision.

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1 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

17 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 52. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

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

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 55. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local or other applicable law.

26 57. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 59. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 61. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Karen I. Gold

21 kgold@blackstonepc.com

22 Marissa A. Mayhood

23 mmayhood@blackstonepc.com

24 Ashley H. Cruz

25 acruz@blackstonepc.com

26 **BLACKSTONE LAW, APC**

27 8383 Wilshire Boulevard, Suite 745

28 Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Hieu T. Williams

hwilliams@hkemploymentlaw.com

Jenna M. Rogenski

jrogenski@hkemploymentlaw.com

HIRSCHFELD KRAEMER LLP

456 Montgomery Street, Suite 200

San Francisco, California 94104
Tel: (415) 835-9000 / Fax: (415) 834-0443

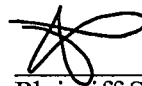
62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF SITARA NAYABKHIL

Dated: 06/27/2024



Plaintiff Sitara Nayabkhil

**DEFENDANT THE SAN FRANCISCO
SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS DBA SAN
FRANCISCO SPCA**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant The San Francisco
Society for the Prevention of Cruelty to Animals
dba San Francisco SPCA

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San Francisco, California 94104
Tel: (415) 835-9000 / Fax: (415) 834-0443

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IT IS SO AGREED.

PLAINTIFF SITARA NAYABKHIL

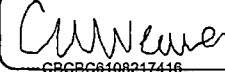
Dated: _____

Plaintiff Sitara Nayabkhil

**DEFENDANT THE SAN FRANCISCO
SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS DBA SAN
FRANCISCO SPCA**

Dated: 6/25/2024

DocuSigned by:


CBCBC6108217416...

Full Name: Carrie Weaver

Title: Chief People & Inclusion Officer

On behalf of Defendant The San Francisco
Society for the Prevention of Cruelty to Animals
dba San Francisco SPCA

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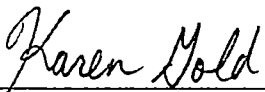
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1 **APPROVED AS TO FORM ONLY:**

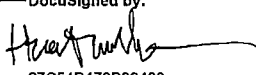
2 **BLACKSTONE LAW, APC**

3
4 Dated: June 26, 2024


Jonathan M. Genish
Karen I. Gold
Attorneys for Plaintiff Sitara Nayabkhil
and Proposed Class Counsel

7 **HIRSCHFELD KRAEMER LLP**

8
9 Dated: 6/25/2024

DocuSigned by:

27C54D178B33400...
Hieu T. Williams
Jenna M. Rogenski
Attorneys for Defendant The San Francisco
Society for the Prevention of Cruelty to Animals
dba San Francisco SPCA

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 6, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 6, 2025

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk