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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA LORENZANA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

UNISON HEALTH SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 23STCV23344

[Assigned for all purposes to Honorable
Stuart M. Rice in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 26, 2023

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Maria Lorenzana (“Plaintiff”) and defendant Unison Health Services, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 1. DEFINITIONS

6 1.1. “Action” means the lawsuits Plaintiff has filed against Defendant, which include the
7 following: (1) Plaintiff’s class action lawsuit alleging wage and hour violations against
8 Defendant, captioned *Maria Lorenzana v. Unison Health Services, Inc.*, Case No.
9 23STCV23344, initiated on September 26, 2023; and (2) Plaintiff’s representative action alleging
10 PAGA violations against Defendant, captioned *Maria Lorenzana v. Unison Health Services,*
11 *Inc.*, Case No. 23AHCV02807, initiated on December 5, 2023; each currently pending in the
12 Superior Court of the State of California, County of Los Angeles.

13 1.2. “Administrator” means Phoenix Class Action Settlement Administration (“Phoenix”), the
14 neutral entity the Parties have agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
20 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
21 Period.

22 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
23 Defendant’s custody, possession, or control, including the Aggrieved Employee’s (1) name; (2)
24 last known address(es); (3) last known telephone number(s); (4) last known Social Security
25 Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s)
26 and/or separation date(s)).

27 1.6. “Class” means all persons employed by Defendant in California and classified as a non-
28 exempt, hourly-paid employee who worked for Defendant during the Class Period.

- 1.7. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).
- 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 CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from September 26, 2019 through the end of the PAGA Period.
- 1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” 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 Los Angeles.
- 1.17. “Defendant” means named defendant Unison Health Services, Inc.

1 1.18. “Defendant’s Maximum Payment” means the Gross Settlement Amount of \$170,000.00
2 shall be the maximum amount paid by Defendant under any circumstances unless the Escalator
3 Provision is triggered, as well as any employer taxes owed on the wages portion of the Individual
4 Class Payments.

5 1.19. “Defense Counsel” means Joshua G. Simon of Call & Jensen.

6 1.20. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
7 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
8 latest of the following occurrences: (a) if no Participating Class Member or Aggrieved Employee
9 objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating
10 Class Members or Aggrieved Employees objects to the Settlement, the day after the deadline for
11 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
12 day after the appellate court affirms the Judgment and issues a remittitur.

13 1.21. “Escalator Provision” means the provision outlined in paragraph 8.1 of this Agreement.

14 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.

15 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
16 of the Settlement.

17 1.24. “Gross Settlement Amount” means \$170,000.00 (One Hundred Seventy Thousand
18 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,
19 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
20 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
21 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
22 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
23 Administrator’s Expenses.

24 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
25 Net Settlement Amount calculated according to the number of Workweeks worked during the
26 Class Period.

27 1.26. “Individual PAGA Notice” means the COURT APPROVED NOTICE OF CLASS AND
28 PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

1 mailed to Aggrieved Employees in English and Spanish in the form, without material variation,
2 attached as Exhibit A and incorporated by reference into this Agreement.

3 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
4 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
5 Period.

6 1.28. “Judgment” means the judgment entered by the Court based upon Final Approval.

7 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency
8 entitled, under Labor Code section 2699, subd. (i).

9 1.30. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under
10 Labor Code section 2699, subd. (i).

11 1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following
12 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
13 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
15 paid to Participating Class Members as Individual Class Payments.

16 1.32. “Non-Participating Class Member” means any Class Member who opts out of the
17 Settlement by sending the Administrator a valid and timely Request for Exclusion.

18 1.33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
19 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
20 applicable), and termination dates (as applicable).

21 1.34. “PAGA Period” means the period from September 26, 2022 through May 14, 2024.

22 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

23 1.36. “PAGA Notice” means plaintiff’s September 26, 2023 letter to defendant and the LWDA,
24 providing notice pursuant to Labor Code section 2699.3 subd. (a).

25 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
26 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75%
27 to the LWDA (\$7,500.00) in settlement of PAGA claims.

28 1.38. “Participating Class Member” means a Class Member who does not submit a valid and

timely Request for Exclusion from the Settlement.

1.39. “Plaintiff” means Maria Lorenzana the named plaintiff in the Action.

1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.42. “Plaintiff’s General Release” means the claims being released as described in Paragraph 5.2 below.

1.43. “Released Class and PAGA Claims” means the claims being released as described in Paragraph 5.1 below.

1.44. “Released Parties” means: Defendant and any related entities, and each of their respective former, present and future owners, directors, officers, members, investors, parents, subsidiaries, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.45. “Request for Exclusion” means a Class Member’s or Aggrieved Employee’s submission of a written request to be excluded from the Class Settlement or Individual PAGA Payment signed by the Class Member or Aggrieved Employee.

1.46. “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 or Aggrieved Employees may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members or Aggrieved Employees to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.47. “Section 1542 Waiver” means the claims being released as described in Paragraph 5.2 below.

1.48. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.49. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On September 26, 2023, Plaintiff commenced this action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; failure to pay interest on deposits; and unfair competition (“Class Action”)

2.2. On September 26, 2023, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) to seek civil penalties for various Labor Code violations. On December 5, 2023, Plaintiff filed the third complaint against Defendant for: alleged PAGA violations in the Los Angeles Superior Court seeking civil penalties under PAGA for the alleged violations in her notice letter (“PAGA Action”).

2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 100% of Class Members through mediation; (b) employee handbooks featuring policies that were in effect during the relevant period; and (c) all documents pertaining to Plaintiff available to Defendant.

2.5. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. On May 14, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.7. As part of the Settlement, the Parties agree to stipulate to the filing of a First Amended Complaint in the Class Action, adding all allegations from the PAGA Action, and dismissing the PAGA Action without prejudice, thereby effectively consolidating the Class and PAGA Actions.

1 The First Amended Complaint in the Class Action shall be the “Operative Complaint.”

2 2.8. The Court has not granted class certification. The Parties, Class Counsel, and Defense
3 Counsel represent that they are not aware of any other pending matter or action asserting claims
4 that will be extinguished or affected by the Settlement aside from the matters identified above,
5 currently pending in the Superior Court of the State of California, County of Los Angeles.

6 **3. MONETARY TERMS**

7 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
8 Defendant promises to pay \$170,000.00 as the Gross Settlement Amount, unless increased
9 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
10 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
11 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
12 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
13 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
14 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
15 to Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
17 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
18 in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
20 \$5,000.00 in addition to any Individual Class Payment and any Individual PAGA
21 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
22 not oppose Plaintiff’s request for a Class Representative Service Payment that does not
23 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
24 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
25 Representative Service Payments prior to the Final Approval Hearing. If the Court
26 approves a Class Representative Service Payment less than the amount requested, the
27 Administrator will retain the remainder in the Net Settlement Amount. The
28 Administrator will pay the Class Representative Service Payment using IRS Form 1099.

1 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
2 Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
4 (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
5 8.1 of this Agreement, is currently estimated to be \$56,666.66 and a Class Counsel
6 Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose
7 requests for these payments provided that do not exceed these amounts. Plaintiff and/or
8 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
9 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
10 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
11 than the amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
13 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
14 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
15 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
16 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
17 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
18 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any
19 dispute or controversy regarding any division or sharing of any of these Payments. There
20 will be no additional charge of any kind to either the Settlement Class Members or
21 Aggrieved Employees, and no requests for additional consideration from Defendant for
22 such work unless, Defendant materially breaches this Agreement, including any term
23 regarding funding, and further efforts are necessary from Class Counsel to remedy said
24 breach, including, without limitation, moving the Court to enforce the Agreement.
25 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts
26 that are less than the amounts provided for herein, then the unapproved portion(s) shall
27 be a part of the Net Settlement Amount.

28 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed

\$6,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) 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 \$2,500.00 by the total number of PAGA Pay Periods worked

by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each 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. 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 estimates there are 1,000 PAGA Pay Periods. Defendant has not made any additional representations, including but not limited to the number of Workweeks during the Class Period, so there shall be no Escalator Provision based upon the actual number of Class Workweeks.

4.2. Class and Aggrieved Employee Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet(s). To protect the privacy rights of Class Members and Aggrieved Employees, the Administrator must maintain the Class and Aggrieved Employee Data in confidence, use the Class and Aggrieved Employee 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 and Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class and Aggrieved Employee Data omitted class member or aggrieved employee identifying information and to provide corrected or updated Class and Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class and Aggrieved Employee 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 and Aggrieved

Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also separately fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member and Aggrieved Employee

1 Address Search for all other Class Members or Aggrieved Employees whose checks are
2 returned undelivered without USPS forwarding address. Within 7 days of receiving a
3 returned check the Administrator must re-mail checks to the USPS forwarding address
4 provided or to an address ascertained through the Class Member or Aggrieved Employee
5 Address Search. The Administrator need not take further steps to deliver checks to Class
6 Members or Aggrieved Employees whose re-mailed checks are returned as undelivered.
7 The Administrator shall promptly send a replacement check to any Class Member or
8 Aggrieved Employee whose original check was lost or misplaced, requested by the
9 Class Member or Aggrieved Employee prior to the void date.

10 4.4.3. For any Class Member or Aggrieved Employee whose Individual Class Payment
11 check or Individual PAGA Payment check is uncashed and cancelled after the void date,
12 the Administrator shall transmit the funds represented by such checks to the *cy pres*
13 recipient, Legal Aid at Work, for use in Los Angeles County.

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendant to confer any additional benefits or make any additional
16 payments to Class Members or Aggrieved Employees (such as 401(k) contributions or
17 bonuses).

18 **5. RELEASE OF CLAIMS**

19 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
20 and on the date when Defendant fully fund the entire Gross Settlement Amount, and fund all
21 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
22 Class Members, and Class Counsel will release all claims against the Released Parties shall be
23 released as follows:

24 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
26 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
27 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
28 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could

1 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
2 Notice. ("Plaintiff's Release."). Plaintiff's Release also includes her claims for regarding failure
3 to engage in the interactive process, failure to accommodate, discrimination, and wrongful
4 termination.

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

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

13 5.1.2. Plaintiff's Release, and the above 1542 waiver, expressly excludes Plaintiff's
14 claims for disability discrimination, failure to provide reasonable accommodation,
15 failure to engage in a good faith interactive process, retaliation, wrongful termination in
16 violation of public policy, intentional infliction of emotional distress, and related claims.

17 5.2. Release by Participating Class Members: For the duration of the Class Period, all
18 Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
21 facts stated in the Operative Complaint.

22 5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
23 release any other claims, including claims for vested benefits, wrongful termination, violation of
24 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period.

26 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
27 Employees are deemed to release, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released

Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’ Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice and Individual PAGA Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class and Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Aggrieved Employees; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), PAGA Complaint (Labor Code

section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Expenses. 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 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.

7.4. Notice to Class Members and Aggrieved Employees

7.4.1. No later than three (3) business days after receipt of the Class and Aggrieved Employee 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 and Aggrieved Employee Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class and Aggrieved Employee 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 and Individual PAGA notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member or the Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices and Individual PAGA notices, the Administrator shall update Class Member and Aggrieved Employee addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice or Individual PAGA notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice or Individual PAGA 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 or Aggrieved Employee Address Search, and re-mail the Class Notice or Individual PAGA notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice or Individual PAGA notice to Class Members or Aggrieved Employees whose Class Notice or Individual PAGA notice is returned by the USPS a

second time.

7.4.4. The deadlines for Class Members' and Aggrieved Employees' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice and Individual PAGA notice for all Class Members and Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Class Member or Aggrieved Employee of the extended deadline with the re-mailed Class Notice or Individual PAGA notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members and Aggrieved Employees who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice or Individual PAGA notice (plus an additional 15 days for Class Members and Aggrieved Employees whose Class Notice or Individual PAGA notice is re-mailed). A Request for Exclusion is a letter from a Class Member or Aggrieved Employee or his/her representative that reasonably communicates the Class Member's or Aggrieved Employee's election to be excluded from the Settlement and includes the Class

Member's or Aggrieved Employee's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice or Individual PAGA notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member or Aggrieved Employee and the Class Member's or Aggrieved Employee'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 or Aggrieved Employee's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member and Aggrieved Employee who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member or Aggrieved Employee under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless whether the Participating Class Member or Aggrieved Employee actually receives the Class Notice or Individual PAGA notice or objects to the Settlement.

7.5.4. Every Class Member or Aggrieved Employee who submits a valid and timely Request for Exclusion is a Non-Participating Class Member or Aggrieved Employee and shall not receive an Individual Class Payment or Individual PAGA Payment or have the right to object to the class action or PAGA 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 claims identified in Paragraph 5.1 of this Agreement and are not eligible for an

1 Individual PAGA Payment.

2 7.6. Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee
3 shall have 45 days after the Administrator mails the Class Notice and Individual PAGA notice
4 (plus an additional 15 days for Class Members Aggrieved Employees whose Class Notice or
5 Individual PAGA notice is re-mailed) to challenge the number of Class Workweeks or PAGA
6 Pay Periods (if any) allocated to the Class Member Aggrieved Employee in the Class Notice or
7 Individual PAGA notice. The Class Member or Aggrieved Employee may challenge the
8 allocation by communicating with the Administrator via mail. The Administrator must
9 encourage the challenging Class Member or Aggrieved Employee to submit supporting
10 documentation. In the absence of any contrary documentation, the Administrator is entitled to
11 presume that the Workweeks or PAGA Pay Periods contained in the Class Notice or Individual
12 PAGA notice are correct so long as they are consistent with the Class and Aggrieved Employee
13 Data. The Administrator's determination of each Class Member's or Aggrieved Employee's
14 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
15 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
16 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
17 the Administrator's determination the challenges.

18 7.7. Objections to Settlement

19 7.7.1. Only Participating Class Members or Aggrieved Employees may object to the
20 class action or PAGA components of the Settlement and/or this Agreement, including
21 contesting the fairness of the Settlement, and/or amounts requested for the Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
23 Representative Service Payment.

24 7.7.2. Participating Class Members and Aggrieved Employees may send written
25 objections to the Administrator, by mail. In the alternative, Participating Class
26 Members and Aggrieved Employees may appear in Court (or hire an attorney to appear
27 in Court) to present verbal objections at the Final Approval Hearing. A Participating
28 Class Member or Aggrieved Employee who elects to send a written objection to the

1 Administrator must do so not later than 45 days after the Administrator's mailing of the
2 Class Notice or Individual PAGA notice (plus an additional 15 days for Class Members
3 or Aggrieved Employees whose Class Notice or Individual PAGA notice was re-
4 mailed).

5 7.7.3. Non-Participating Class Members or Aggrieved Employees have no right to object
6 to any of the class action or PAGA components of the Settlement.

7 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
8 performed or observed by the Administrator contained in this Agreement or otherwise.

9 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
10 and use an internet website to post information of interest to Class Members and
11 Aggrieved Employees including the date, time and location for the Final Approval
12 Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
13 Preliminary Approval, the Class Notice and Individual PAGA notice, the Motion for
14 Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment and Class Representative Service Payment, the Final Approval and
16 the Judgment. The Administrator will also maintain and monitor an email address and
17 a toll-free telephone number to receive Class Member and Aggrieved Employee calls
18 and emails.

19 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
21 Not later than 5 days after the expiration of the deadline for submitting Requests for
22 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
23 containing (a) the names and other identifying information of Class Members and
24 Aggrieved Employees who have timely submitted valid Requests for Exclusion
25 ("Exclusion List"); (b) the names and other identifying information of Class Members
26 and Aggrieved Employees who have submitted invalid Requests for Exclusion; (c)
27 copies of all Requests for Exclusion from Settlement submitted (whether valid or
28 invalid).

1 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
2 reports to Class Counsel and Defense Counsel that, among other things, tally the number
3 of: Class Notices and Individual PAGA notices mailed or re-mailed, Class Notices and
4 Individual PAGA notices returned undelivered, Requests for Exclusion (whether valid
5 or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
6 Periods received and/or resolved, and checks mailed for Individual Class Payments and
7 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
8 provide the Administrator’s assessment of the validity of Requests for Exclusion and
9 attach copies of all Requests for Exclusion and objections received.

10 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
11 address and make final decisions consistent with the terms of this Agreement on all
12 Class Member and Aggrieved Employee challenges over the calculation of Workweeks
13 and/or PAGA Pay Periods. The Administrator’s decision shall be final and not
14 appealable or otherwise susceptible to challenge.

15 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
16 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
17 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
18 due diligence and compliance with all of its obligations under this Agreement,
19 including, but not limited to, its mailing of Class Notices and Individual PAGA notices,
20 the Class Notices and Individual PAGA notices returned as undelivered, the re-mailing
21 of Class Notices and Individual PAGA notices, attempts to locate Class Members and
22 Aggrieved Employees, the total number of Requests for Exclusion from Settlement it
23 received (both valid or invalid), the number of written objections and attach the
24 Exclusion List. The Administrator will supplement its declaration as needed or
25 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
26 Administrator’s declaration(s) in Court.

27 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
28 disburses all funds in the Gross Settlement Amount, the Administrator will provide

1 Class Counsel and Defense Counsel with a final report detailing its disbursements by
2 employee identification number only of all payments made under this Agreement. At
3 least 7 days before any deadline set by the Court, the Administrator will prepare, and
4 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
5 Court attesting to its disbursement of all payments required under this Agreement. Class
6 Counsel is responsible for filing the Administrator's declaration in Court.

7 **8. CLASS SIZE ESTIMATES AND ESCALATOR PROVISION**

8 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement
9 there are 1,000 PAGA Pay Periods during the PAGA Period.

10 8.1. Increase in PAGA Pay Periods. Defendant has represented that there are approximately
11 1,000 PAGA Pay Periods from September 26, 2022 to May 14, 2024. This is a material
12 representation for Plaintiffs to enter into this agreement. Should the actual number of PAGA Pay
13 Periods increase beyond 10% during the PAGA Period (which shall be from September 26, 2022
14 to May 14, 2024), Defendant shall increase the Gross Settlement Amount on a pro-rata basis
15 equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved
16 Employees above 10% (e.g. if the number of PAGA Pay Periods increases by 11%, the Gross
17 Settlement Amount will increase by 1%). However, Defendant may, at its sole discretion, adjust
18 the length of the PAGA Period by moving the end date so as to keep the number of PAGA Pay
19 Periods at less than 1,100 PAGA Pay Periods and avoid triggering the Escalator Provision.

20 **9. MOTION FOR FINAL APPROVAL**

21 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
22 final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment
23 (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these
24 documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and
25 Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any
26 disagreements concerning the Motion for Final Approval.

27 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
28 by a Participating Class Member or Aggrieved Employee, including the right to file responsive

documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members and Aggrieved Employees who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-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 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. The Court has no power to increase the maximum Gross Settlement Amount or depart from the express

1 terms of the Agreement. If the reviewing Court attempts to vacate, reverse, or modify the
2 Judgment in a manner that requires a material modification of this Agreement (including, but not
3 limited to, the scope of release to be granted by Class Members or Aggrieved Employees), it
4 shall have no effect on the Gross Settlement Amount or the express terms of the Agreement. The
5 Parties shall expeditiously work together in good faith to address the appellate court's concerns
6 and to obtain Final Approval and entry of Judgment if they can do so without increasing the
7 Gross Settlement Amount or departing from the express terms of the Agreement. The Parties will
8 share on a 50-50 basis, any additional Administration Expenses reasonably incurred after
9 remittitur, up to the maximum Gross Settlement Amount including any increase from triggering
10 the Escalator Provision. An appellate decision to vacate, reverse, or modify the Court's award
11 of the Class Representative Service Payment or any payments to Class Counsel shall not
12 constitute a material modification of the Judgment within the meaning of this paragraph, as long
13 as the Gross Settlement Amount remains unchanged.

14 **10. AMENDED JUDGMENT**

15 If an amended judgment is required under Code of Civil Procedure section 384, the
16 Parties will work together in good faith to jointly submit a proposed amended judgment.

17 **11. ADDITIONAL PROVISIONS**

18 11.1. No Admission of Liability This Agreement represents a compromise and settlement of
19 highly disputed claims. Nothing in this Agreement is intended or should be construed as an
20 admission by Defendant that any of the allegations in the Action have merit or that Defendant
21 has any liability for any claims asserted; nor should it be intended or construed as an admission
22 by Plaintiff that Defendant's defenses in the Action have merit.

23 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
25 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
26 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
27 or indirectly, specifically or generally, to any person, corporation, association, government
28 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

1 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
2 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
3 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
4 government agency. Each Party agrees to immediately notify each other Party of any judicial or
5 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
6 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
7 other communication, before the filing of the Motion for Preliminary Approval, any with third
8 party regarding this Agreement or the matters giving rise to this Agreement except to respond
9 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
10 Counsel’s communications with Class Members or Aggrieved Employees in accordance with
11 Class Counsel’s ethical obligations owed to Class Members and Aggrieved Employees.

12 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member or Aggrieved Employee to opt out of or object to
14 the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
15 restrict Class Counsel’s ability to communicate with Class Members or Aggrieved Employees in
16 accordance with Class Counsel’s ethical obligations owed to Class Members and Aggrieved
17 Employees.

18 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement.

27 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement.

1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 11.9. Modification of Agreement. Neither the Court nor the Administrator shall have any
10 power to increase the Gross Settlement Amount or depart from the express terms of the
11 Agreement. Remaining parts of this Agreement, if any, may be amended, modified, changed, or
12 waived only by an express written instrument signed by all Parties or their representatives, and
13 approved by the Court.

14 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
15 the benefit of, the successors of each of the Parties.

16 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
20 this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting.

22 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
23 during Action and in this Agreement relating to the confidentiality of information shall survive
24 the execution of this Agreement.

25 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
26 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
27 Defendant in connection with the mediation, other settlement negotiations, or in connection with
28 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may

1 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

2 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
3 inserted for convenience of reference only and does not constitute a part of this Agreement.

4 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
5 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
6 weekend or federal legal holiday, such date or deadline shall be on the first business day
7 thereafter.

8 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
9 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
10 be accepted as an original. All executed counterparts and each of them will be deemed to be one
11 and the same instrument if counsel for the Parties will exchange between themselves signed
12 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
13 and contents of this Agreement.

14 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
15 litigation shall be stayed in all matters, except to effectuate the terms of this Agreement. The
16 Parties further agree that upon the signing of this Agreement that pursuant to CCP section
17 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period
18 of this settlement process.

19 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
20 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
21 illegality, or unenforceability shall in no way effect any other provision if Defendant’ Counsel
22 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
23 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
24 Agreement.

25 ///

26 ///

27 ///

28 ///

IT IS SO AGREED:

Maria Leticia Lorenzana

Maria Leticia Lorenzana (Mar 28, 2025 18:32 PDT)

Plaintiff, Maria Lorenzana

For Defendant, Unison Health Services, Inc.

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Joshua G. Simon
Counsel for Defendant

IT IS SO AGREED:

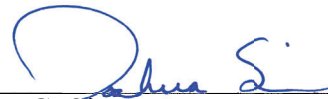


Plaintiff, Maria Lorenzana

For Defendant, Unison Health Services, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff


Joshua G. Simon
Counsel for Defendant