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Attorneys for Defendant:
BOB BAFFERT RACING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

RUBEN ORTIZ SALGADO, on behalf of
himself, and all others similarly situated, and
the general public, and as an "Aggrieved
Employee" on behalf of other "Aggrieved
Employees" under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

BOB BAFFERT RACING, INC., a California
corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 24STCV00686

*[Assigned For All Purposes To Hon. Elihu M.
Berle, Dept. 6]*

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

Action filed: January 9, 2024

1 This First Amended Joint Stipulation of Class Action and PAGA Settlement and Release
2 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Ruben Ortiz
3 Salgado (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a
4 private attorney general, and Defendant Bob Baffert Racing, Inc. (“Defendant”) (collectively with Plaintiff,
5 the “Parties”). Subject to the Court’s approval, the above-referenced action is being compromised and
6 settled under the terms set forth below. This Settlement Agreement binds Plaintiff and the class purported
7 to be represented and Defendant, subject to the terms set forth below.

8 DEFINITIONS

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

11 1. “Action” means the lawsuit captioned *Ruben Ortiz Salgado v. Bob Baffert Racing, Inc.*,
12 Case No. 24STCV00686 (Los Angeles County Superior Court), initiated on January 9, 2024.

13 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
14 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs
15 incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant
16 fees, investigation costs, and costs associated with documenting the Settlement, providing any notices
17 required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,
18 administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will
19 request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred
20 Sixty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$163,333.33). The
21 Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and
22 expenses associated with Class Counsel’s litigation and settlement of the Action, up to Ten Thousand
23 Dollars (\$10,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s
24 request for fees and reimbursement of costs as set forth above.

25 3. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

26 4. “Class List” means a complete list of all Class Members that Defendant will diligently and
27 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel
28 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be

formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all current and former non-exempt, hourly paid employees who worked for Defendant Bob Baffert Racing, Inc. in California at any time during the Class Period.

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

7. "Class Period" means the period from January 9, 2020 to October 23, 2024.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

9. "Court" means the Los Angeles County Superior Court.

10. "Defendant" means Defendant Bob Baffert Racing, Inc.

11. "Defense Counsel" means Roxana E. Verano and Evelyn Zarraga of Landegger Verano & Davis, ALC.

12. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

13. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

1 14. “Final Approval Order” means the Court’s order granting final approval of the Settlement
2 Agreement.

3 15. “Gross Settlement Amount” means the Gross Settlement Amount of Four Hundred Ninety
4 Thousand Dollars (\$490,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
5 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs,
6 the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
7 Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based
8 on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be
9 liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will
10 be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for
11 any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions,
12 which shall not be paid from the Gross Settlement Amount.

13 16. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
14 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15 17. “Judgment” means the judgment entered by the Court based upon granting final approval
16 of the Settlement Agreement.

17 18. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after
18 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA
19 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
20 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

21 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
22 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
23 signature, address, and telephone number, (b) a written statement of all grounds for the objection
24 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
25 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
26 fairness hearing.

27 20. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
28 paid employees in California at any time during the PAGA Period.

21. “PAGA Pay Periods” means any pay period during which a PAGA Member worked for Defendant for at least one (1) day during the PAGA Period. All PAGA Members will be credited with at least one Pay Period during the PAGA Period.

22. “PAGA Period” means the period from November 5, 2022 to October 23, 2024.

23. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500) (“PAGA Fund”), of the PAGA Settlement Amount will be disbursed to PAGA Members, regardless of whether they request to be excluded from the Settlement Class.

24. “Parties” means Plaintiff and Defendant collectively.

25. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

26. “Plaintiff” means Plaintiff Ruben Ortiz Salgado.

27. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

28. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the Court.

29. “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative Complaint in the Action during the Class Period, including without limitation with respect to the following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest

1 periods; (c) failure to authorize or permit meal periods; (d) failure to indemnify employees for employment
2 related losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay
3 wages when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business
4 & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims,
5 causes of action or legal theories described above; (i) violation of or claims under the following sections of
6 the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 510, 512, 558, 558.1,
7 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation of the California Industrial Wage
8 Orders that could have been premised on the facts, claims, causes of action or legal theories described above,
9 as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under
10 California law

11 30. "Released PAGA Claims" means any and all claims, demands, rights, liabilities and causes
12 of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged
13 or could reasonably have been alleged based on the same facts alleged in the operative Complaint, the
14 PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or
15 with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have
16 res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA
17 or PAGA Members for any and all of the Released PAGA Claims.

18 31. "Released Parties" means Defendant, and each of its former and present directors, officers,
19 principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors,
20 successors, assigns, DBAs, parents, subsidiaries, and affiliates.

21 32. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
22 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
23 address, telephone number and last four digits of the Social Security Number of the Class Member
24 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
25 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or
26 postmarked on or before the Response Deadline.

27 33. "Response Deadline" means the deadline by which Class Members must postmark or fax
28 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation

1 of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The
2 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the
3 Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in
4 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
5 open. Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar
6 days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request
7 for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or an objection to the
8 Settlement.

9 34. “Settlement Administration Costs” means the costs payable from the Gross Settlement
10 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
11 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
12 to Spanish, calculating the individual payments to be issued to Class Members and PAGA Members,
13 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
14 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
15 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
16 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such
17 costs in excess of the amount represented by the Settlement Administrator as being the maximum costs
18 necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Seven
19 Thousand Dollars (\$7,000).

20 35. “Settlement Administrator” means Phoenix Class Action Administration Solutions, or any
21 other third-party class action settlement administrator agreed to by the Parties and approved by the Court
22 for the purposes of administering this Settlement. The Parties and their Counsel each represent that they do
23 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest.

25 36. “Workweeks” means any week during which a Class Member worked for Defendant for
26 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek
27 during the Class Period.

1 **TERMS OF AGREEMENT**

2 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

3 37. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement
4 Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxed on
5 the wage portions of the Individual Settlement Payments, by transmitting the funds to the Settlement
6 Administrator in one payment sixty (60) days after the Effective Date of the Settlement. The date on which
7 Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

8 38. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
9 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than one-
10 third of the Gross Settlement Amount, which is currently estimated to be One Hundred Sixty Three
11 Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$163,333.33), plus the
12 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
13 settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Ten
14 Thousand Dollars (\$10,000), both of which will be paid from the Gross Settlement Amount.

15 39. Class Representative Enhancement Payment. In exchange for a general release, and in
16 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees
17 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up
18 to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the
19 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant
20 to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
21 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
22 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
23 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
24 report the Class Representative Enhancement Payment on IRS 1099 Forms.

25 40. Settlement Administration Costs. The Settlement Administrator will be paid for the
26 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
27 Amount, which is currently estimated to be Seven Thousand Dollars (\$7,000). These costs, which will be
28 paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual

1 Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices and translating
2 same to Spanish, calculating and distributing the Gross Settlement Amount, and providing necessary reports
3 and declarations.

4 41. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of
5 Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for satisfaction of
6 Plaintiff's PAGA claim. Pursuant to the PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand
7 Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and Twenty-Five Percent (25%),
8 or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members in proportion to the
9 number of Pay Periods worked during the PAGA Period.

10 42. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
11 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
12 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
13 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all
14 PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member
15 has the right to object to the PAGA Settlement Amount.

16 43. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
17 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

18 44. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion
19 of the PAGA Fund will revert to or be retained by Defendant.

20 45. Individual Settlement Payment Calculations. Individual Settlement Payments will be
21 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
22 Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a
23 PAGA Member worked during the PAGA Period, respectively. Specific calculations of Individual
24 Settlement Payments will be made as follows:

25 45(a) Payments from the Net Settlement Fund. Defendant will calculate the total
26 number of Workweeks worked by each Class Member during the Class Period
27 and the aggregate total number of Workweeks worked by all Class Members
28 during the Class Period. To determine each Class Member's estimated

1 “Individual Settlement Payment” from the Net Settlement Fund, the
2 Settlement Administrator will use the following formula: The Net Settlement
3 Fund will be divided by the aggregate total number of Workweeks during the
4 Class Period, resulting in the “Workweek Value.” The Net Settlement Fund
5 portion of each Class Member’s “Individual Settlement Payment” will be
6 calculated by multiplying each individual Class Member’s total number of
7 Workweeks by the Workweek Value. The Individual Settlement Payment will
8 be reduced by any required deductions for each Participating Class Member as
9 specifically set forth herein, including employee-side tax withholdings or
10 deductions. The entire Net Settlement Fund will be disbursed to all Class
11 Members who do not submit timely and valid Requests for Exclusion. If there
12 are any valid and timely Requests for Exclusion, the Settlement Administrator
13 shall proportionately increase the Individual Settlement Payment for each
14 Participating Class Member according to the number of Workweeks worked,
15 so that the amount actually distributed to the Settlement Class equals 100% of
16 the Net Settlement Fund.

17 45(b) Payments from the PAGA Fund. Defendant will calculate the total number of
18 PAGA Pay Periods worked by each PAGA Member during the PAGA Period
19 and the aggregate total number of PAGA Pay Periods worked by all PAGA
20 Members during the PAGA Period. To determine each PAGA Member’s
21 estimated “Individual Settlement Payment” from the PAGA Fund the
22 Settlement Administrator will use the following formula: The PAGA Fund
23 will be divided by the aggregate total number of PAGA Pay Periods during the
24 PAGA Period, resulting in the “PAGA Pay Period Value.” The PAGA Fund
25 portion of each PAGA Member’s “Individual Settlement Payment” will be
26 calculated by multiplying each individual PAGA Member’s total number of
27 PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund
28 will be disbursed to all PAGA Members.

1 46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
2 Participating Class Members or PAGA Members under this Settlement, as well as any other payments made
3 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
4 to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans,
5 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan,
6 nor do any payments under this Settlement extend or alter Class Members' or PAGA Members' period of
7 employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement will not
8 affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
9 plans.

10 47. Administration Process. The Parties agree to cooperate in the administration of the
11 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
12 administration of the Settlement.

13 48. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
14 Defendant will provide the Class List to the Settlement Administrator.

15 49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List
16 from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular
17 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

18 50. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
19 Settlement Administrator will perform a search based on the National Change of Address Database for
20 information to update and correct for any known or identifiable address changes. Any Class Notices
21 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
22 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
23 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
24 provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-
25 trace, or other search using the name, address and/or Social Security Number of the Class Member involved,
26 and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice will
27 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
28 whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class

1 Member's Individual Settlement Payment, or an objection to the Settlement.

2 51. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
3 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
4 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks and
5 PAGA Pay Periods each respective Class Member and PAGA Member worked for Defendant during the
6 Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual
7 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
8 comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or
9 Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for
10 Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

11 52. Disputed Information on Class Notices. Class Members will have an opportunity to dispute
12 the information provided in their Class Notices. To the extent Class Members dispute their employment
13 dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence
14 to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be
15 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
16 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and
17 will be decided within ten (10) business days after the Response Deadline.

18 53. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
19 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
20 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
21 receiving the defective submission to advise the Class Member that his/her/their submission is defective
22 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
23 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
24 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
25 postmarked or received by fax within that period, it will be deemed untimely.

26 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
28 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the

1 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
2 for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will
3 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
4 whichever is later, to submit a Request for Exclusion.

5 55. Class Workweeks Estimate. This Settlement is based on Defendant's representation that
6 there are a total of 14,959 Workweeks as of June 4, 2024 (i.e., as of the date the Parties participated in
7 mediation) and that the Class Period Workweeks do not exceed 16,454.

8 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
9 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
10 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
11 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

12 57. Releases by Participating Class Members. Upon the Funding Date, and except as to such
13 rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together
14 and individually, on their behalf and on behalf of their respective representatives, heirs, executors,
15 successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all
16 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class
17 Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive
18 effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all
19 of the Released Class Claims.

20 58. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
21 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
22 on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees,
23 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties,
24 or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA
25 Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and
26 future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA
27 Claims.

28 59. Objection Procedures. To object to the Settlement Agreement, a Class Member may either

1 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,
2 or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting
3 a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have
4 waived all objections to the Settlement and will be foreclosed from making any objections, whether by
5 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
6 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
7 or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class
8 Members with respect to any such objections to this Settlement. If a Class Member timely submits both a
9 Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and
10 considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or
11 be bound by the Settlement.

12 60. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the
14 number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement,
15 and whether any Class Member has submitted a challenge to any information contained in their Class
16 Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator
17 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
18 Agreement as needed or requested. Not later than 5 days after the expiration of the deadline for submitting
19 Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel
20 containing the names of Class Members who have timely submitted valid Requests for Exclusion
21 (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

22 61. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
23 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
24 and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
25 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
26 performed in connection with the Settlement.

27 62. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
28 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more

1 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
3 the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 63. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the
6 Court and counsel for all Parties.

7 64. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
8 allocated as follows: (a) Ten Percent (10%) of the Net Settlement Fund portion of each Individual
9 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Ninety
10 Percent (90%) of the Net Settlement Fund portion of each Individual Settlement Payment will be allocated
11 as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent (100%) of
12 payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS
13 Forms 1099-MISC will be issued.

14 65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
17 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
18 penalties to the appropriate government authorities.

19 66. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
20 the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are
21 not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator
22 in this regard.

23 67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
24 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
25 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
26 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
27 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
28 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY

1 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
2 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
3 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
4 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
5 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
6 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
7 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
9 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
10 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
11 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
12 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
13 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
14 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
15 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
16 BY THIS AGREEMENT.

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

21 69. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they
22 are not aware of any other pending action asserting claims that will be extinguished or affected by the
23 Settlement.

24 70. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
25 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
26 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
27 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
28 treated as void from the beginning.

1 71. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified
2 in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, to
3 elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall
4 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation
5 to perform under this Agreement; provided, however, Defendant will remain responsible for paying all
6 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel of its
7 election to withdraw not later than seven days after the Administrator sends the final Exclusion List to
8 Defense Counsel; late elections will have no effect.

9 72. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
10 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
11 (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval
12 of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary
13 Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In
14 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
15 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
16 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain
17 preliminary approval.

18 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
19 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
20 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
21 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
22 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
23 (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
24 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
25 and costs application to be heard at the final approval hearing.

26 74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
27 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
28 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the

1 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c)
2 such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
3 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

4 75. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all
5 Participating Class Members and PAGA Members, Plaintiff, individually and on behalf of his former and
6 present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and
7 attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted
8 by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether
9 known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties
10 as of the date of execution of this Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does
11 not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law
12 cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
13 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
14 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional
15 facts or Plaintiff's discovery of them. To the extent the foregoing release is a release to which Section 1542
16 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
17 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
18 Civil Code or similar provisions of applicable law which are as follows:

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

24 76. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
25 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
26 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

27 77. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
28 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may

1 be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
2 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
3 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
4 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
5 of this Settlement Agreement.

6 78. Amendment or Modification. No amendment, change, or modification to this Settlement
7 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
8 by the Court.

9 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
12 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
13 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
14 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
15 agreement on the form or content of any document needed to implement the Settlement, or on any
16 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
17 may seek the assistance of the Court to resolve such disagreement.

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

20 81. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
21 be governed by and interpreted according to the laws of the State of California.

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

26 83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
27 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
28 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into 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 regarding the fairness and reasonableness of this Settlement.

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

85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

1 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
2 with, federal, state, local or other applicable law.

3 88. Informal Discovery. The Parties agree that any and all information provided pursuant to
4 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
5 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
6 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
7 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
8 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
9 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
10 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly
11 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
12 finalize the approval process of the Settlement by the Court.

13 89. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
14 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
15 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
16 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
17 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
18 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
19 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,
20 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
21 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
22 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
23 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
24 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
25 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
26 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
27 necessary to provide settlement information to Class Members and PAGA Members; (e) if any party to this
28 Settlement Agreement seeks to enforce any term or condition of this Settlement against any other party to

1 this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for purposes of
2 seeking approval of comparable settlements.

3 90. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
4 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
5 a further waiver by such party of the same or any other condition, covenant, right or remedy.

6 91. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
7 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
8 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
9 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
10 fees incurred in connection with any enforcement actions.

11 92. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
12 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
13 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
14 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between
15 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16 93. Representation By Counsel. The Parties acknowledge that they have been represented by
17 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
18 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
19 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

20 94. All Terms Subject to Final Court Approval. All amounts and procedures described in this
21 Settlement Agreement herein will be subject to final Court approval.

22 95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
24 Agreement.

25 96. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
28 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise

1 might apply under federal or state law.

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3 *[Continued on next page]*

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[READ CAREFULLY BEFORE SIGNING]

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

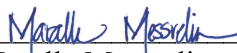
DATED: 02/21/2025, 2025

By: 
Plaintiff Ruben Ortiz Salgado

Approved as to Form:

DATED: February 21, 2025

MM LAW, APC

By: 
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

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DEFENDANT AND COUNSEL FOR DEFENDANT

BOB BAFFERT RACING, INC.

DocuSigned by:

Bob Baffert

DATED: 2/23/2025, 2025

By: AA8E94CA9D1F43B...
Bob Baffert, Chief Executive Officer

Approved as to Form:

DATED: 2/23/2025, 2025

LANDEGGER VERANO & DAVIS, ALC

DocuSigned by:

Evelyn Zarraga

By: 5D2158FAA35C4A2
Evelyn Zarraga, Esq.
Roxana Verano, Esq.
Attorneys for Defendant