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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ANDREA GARCIA SCHMIDT, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

IN STEPPS, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2022-01279489-CU-OE-CXC

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

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Andrea Garcia Schmidt
4 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and
5 Defendant In Stepps, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”). This Settlement
6 Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein,
7 based upon and subject to the terms and conditions of this Settlement Agreement.

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 Plaintiff’s lawsuit captioned *Andrea Garcia Schmidt v. In Stepps, Inc.*,
12 No. 30-2022-01279489-CU-OE-CXC (Orange County Superior Court), and the First Amended
13 Complaint (as defined below) to be filed with leave to amend as a condition of this Settlement, as well as
14 the claims asserted in Plaintiff’s correspondence of September 7, 2023 to the Labor and Workforce
15 Development Agency seeking penalties against Defendant for violations under the California Labor
16 Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter”).

17 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
18 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
19 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
20 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
21 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
22 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
23 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement
24 Amount, or One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$183,333). The
25 Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and
26 expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand
27 Dollars (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s
28 request for fees and reimbursement of costs as set forth above.

- 1 3. “Class Counsel” means Capstone Law APC and Lawyers for Justice, PC.
- 2 4. “Class List” means a complete list of all Class Members that Defendant will diligently
3 and in good faith compile from its records and provide to the Settlement Administrator within thirty (30)
4 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
5 Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address
6 and telephone number; Social Security number; dates of employment; the respective number of
7 Workweeks that each Class Member worked during the Class Period and PAGA period.
- 8 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
9 as non-exempt, hourly paid employees in the State of California at any time from September 7, 2018
10 through October 14, 2023. There were approximately six hundred and three (603) Class Members as of
11 July 14, 2023, the date of the pre-mediation document and information exchange.
- 12 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
13 attached as Exhibit A.
- 14 7. “Class Period” means the period from September 7, 2018 through October 14, 2023.
- 15 8. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff
16 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her
17 general release of claims, at no additional cost to Defendant. Subject to the Court granting final approval
18 of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request
19 Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars
20 (\$10,000).
- 21 9. “Court” means the Orange County Superior Court.
- 22 10. “Defendant” means Defendant In Stepps, Inc.
- 23 11. “Effective Date” means the later of: (a) if no timely objections are filed, or are
24 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an
25 objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of
26 Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an
27 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
28 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

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

14. “First Amended Complaint” means the amendment to the operative Complaint, which shall include the same wage and hour theories asserted in the Complaint, and also assert representative claims pursuant to California’s Private Attorneys General Act (“PAGA”) (California Labor Code sections 2698, et. seq.) against Defendant for the same wage and hour theories asserted in Plaintiff’s PAGA Notice dated September 7, 2023 (“PAGA Notice”), including all applicable wage orders. The First Amended Complaint shall be filed 65 calendar days from the date of the PAGA Notice.

15. “General Release” means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

16. “Gross Settlement Amount” means the total sum of Five Hundred Fifty Thousand Dollars (\$550,000), to be paid by Defendant in full satisfaction of all Released Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount unless the Escalator clause is triggered as set forth in paragraph 55. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount. The Gross Settlement Amount will be funded by Defendant in two (2) installments. The first installment of Two Hundred Fifty Thousand Dollars (\$250,000) will be made within sixty (60) calendar days after the Effective Date. The second installment of Three Hundred Thousand Dollars (\$300,000) will be made no later than two hundred forty (240) calendar days after the Effective Date (“Funding Date”).

17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive

1 from the employee portion of the PAGA Fund.

2 18. “LWDA” means the California Labor Workforce and Development Agency.

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

8 20. “Notice of Objection” means a Class Member’s valid and timely written objection to the
9 Settlement Agreement. For the Notice of Objection to be valid, it must be submitted by the response
10 deadline and include: (a) the objector’s full name, signature, address, and telephone number, the
11 approximate dates of employment in California, last four digits of the Class Member’s social security
12 number or employee ID number, (b) a written statement of all grounds for the objection accompanied by
13 any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the
14 objection is based; (d) a statement whether the objector intends to appear at the final fairness hearing; (e)
15 the case name and number; and (f) the identity of the objector’s counsel, if the objector is represented by
16 counsel.

17 21. “Parties” means Plaintiff and Defendant collectively.

18 22. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal.
19 Lab. Code §§ 2698, *et seq.*, “PAGA”).

20 23. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
21 paid employees in the State of California at any time from September 7, 2021 through October 14, 2023.
22 There were approximately three hundred and sixty-nine (369) PAGA Members as of July 14, 2023, the
23 date of the pre-mediation document and information exchange.

24 24. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
25 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
26 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
27 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Twenty-Five Thousand Dollars
28 (\$25,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to

1 PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), of
2 the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
3 Agency (“LWDA Payment”), and Twenty-Five Percent (25%), or Six Thousand Two Hundred Fifty
4 Dollars (\$6,250) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and
5 regardless whether they request to be excluded from the Settlement Class.

6 25. “PAGA Period” means the period from September 7, 2021 through October 14, 2023.

7 26. “PAGA Representative” means Plaintiff.

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

10 28. “Plaintiff” means Plaintiff Andrea Garcia Schmidt.

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

13 30. “Released Class Claims” means all claims, rights, demands, liabilities, obligations,
14 debts, penalties, and causes of action reasonably arising from, or reasonably related to, the same set of
15 operative facts as those set forth in the operative complaint during the Class Period, including: (a)
16 Sections 510 and 1198 (unpaid overtime); (b) Sections 226.7 and 512(a) (unpaid meal period
17 premiums); (c) Section 226.7 (unpaid rest period premiums); (d) Sections 1194, 1197, and 1197.1
18 (unpaid minimum wages); (e) Sections 201 and 202 (final wages not timely paid); (f) Section 204
19 (wages not timely paid during employment); (g) Section 226(a) (non-compliant wage statements); (h)
20 Section 1174(d) (failure to keep requisite payroll records); (i) Sections 2800 and 2802 (unreimbursed
21 business expenses); (j) California Business & Professions Code sections 17200, *et seq.* (unlawful
22 business practices); (k) Sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 558, 1174.5, 1194,
23 1194.2, 1197, 1197.1, 1198, the corresponding provisions of the applicable Wage Order of the Industrial
24 Wage Commission, including without limitation all related claims for restitution and other equitable
25 relief arising under California Business and Professions Code sections 17200, *et seq.*; and (l) interest on
26 unpaid wages, unpaid wages, attorneys’ fees or litigation costs based on the preceding claims. This
27 release shall apply to claims arising during the Class Period.

28 31. “Released PAGA Claims” means all claims for civil penalties under the California

1 Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on
2 the facts alleged in Plaintiff's September 7, 2023 PAGA Notice to the LWDA and in the Complaint, the
3 First Amended Complaint that Plaintiff must file as a condition of this Settlement (as defined in
4 Paragraph 13) including but not limited to penalties that could have been awarded pursuant to Labor
5 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552 558, 1174(d), 1194, 1197,
6 1197.1, 1198, 2800, 2802 and 2699 and corresponding wage orders.

7 32. "Released Parties" means Defendant, and each of its past, present, and/or future owners,
8 officers, directors, affiliates, shareholders, parents, agents, principals, heirs, representatives, accountants,
9 auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest,
10 subsidiaries, affiliates, parents and attorneys, if any, and any other individual or entity which could be
11 liable for any of the Released Class Claims and Released PAGA Claims.

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

18 34. "Response Deadline" means the deadline by which Class Members must postmark or
19 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
20 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
21 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
22 Class Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or
23 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
24 Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be
25 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
26 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
27 Deadline will be extended to the next day on which the U.S. Postal Service is open.

28 35. "Settlement" means the disposition of the Action pursuant to this Agreement.

36. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Ten Thousand Seven Hundred Fifty Dollars (\$10,750).

37. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

38. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

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

39. First Amended Complaint. The Parties will stipulate to allow Plaintiff to file the First Amended Complaint as defined in paragraph 13 of the Definitions in the Action. The First Amended Complaint shall be filed 65 calendar days from the date of the PAGA Notice.

40. Funding of the Gross Settlement Amount in Installments. Subject to all terms of this Agreement, Defendant will be obligated to pay a non-reversionary Gross Settlement Amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) (“Gross Settlement Amount”), which will be used to satisfy all of Defendant’s liabilities arising from the Settlement (except for employer-side taxes), inclusive of payments to Participating Class Members, Plaintiff, Class Counsel, the LWDA Payment,

1 and the Settlement Administrator. As to that portion of Class Members' settlement payments that
2 constitutes wages, any employer taxes, including the employer FICA, FUTA, and SDI contributions,
3 will be paid separately from, and in addition to, the Gross Settlement Amount. The Gross Settlement
4 Amount will be funded by Defendant in two (2) installments, which will be deposited into a Qualified
5 Settlement Fund ("QSF") to be established by the Settlement Administrator. The first installment of Two
6 Hundred Fifty Thousand Dollars (\$250,000) will be made within sixty (60) calendar days after the
7 Effective Date. The second installment of Three Hundred Thousand Dollars (\$300,000) will be made no
8 later than two hundred forty (240) calendar days after the Effective Date ("Funding Date").

9 41. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
10 motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Eighty-Three
11 Thousand Three Hundred Thirty-Three Dollars (\$183,333), plus the reimbursement of all out-of-pocket
12 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including
13 expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000),
14 both of which will be paid from the Gross Settlement Amount. The award of attorneys' fees will be
15 divided as follows: (a) 75% to Capstone Law APC and (b) 25% to Lawyers for Justice, PC.

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

26 43. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, which is currently estimated to be Ten Thousand Seven Hundred Fifty Dollars

1 (\$10,750). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,
2 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
3 Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and
4 providing necessary reports and declarations.

5 44. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
6 of Twenty-Five Thousand Dollars (\$25,000) from the Gross Settlement Amount will be designated for
7 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen
8 Thousand Seven Hundred Fifty Dollars (\$18,750), of this sum will be paid to the LWDA and Twenty-
9 Five Percent (25%), or Six Thousand Two Hundred Fifty Dollars (\$6,250), will be paid to PAGA
10 Members in proportion to the number of Workweeks worked during the PAGA Period. PAGA
11 Members shall receive their portion of the PAGA Payment and will be deemed to have released all
12 Released PAGA Claims regardless of their decision to opt out of the class settlement.

13 45. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
14 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

15 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
16 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
17 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
18 Individual Settlement Payments will be made as follows:

19 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
20 number of Workweeks worked by each Class Member during the Class
21 Period and the aggregate total number of Workweeks worked by all Class
22 Members during the Class Period. To determine each Class Member's
23 estimated "Individual Settlement Payment" from the Net Settlement Fund,
24 the Settlement Administrator will use the following formula: The Net
25 Settlement Fund will be divided by the aggregate total number of
26 Workweeks, resulting in the "Workweek Value." Each Class Member's
27 "Individual Settlement Payment" will be calculated by multiplying each
28 individual Class Member's total number of Workweeks by the Workweek

1 Value. The Individual Settlement Payment will be reduced by any required
2 deductions for each Participating Class Member as specifically set forth
3 herein, including employee-side tax withholdings or deductions. The entire
4 Net Settlement Fund will be disbursed to all Class Members who do not
5 submit timely and valid Requests for Exclusion. If there are any valid and
6 timely Requests for Exclusion, the Settlement Administrator shall
7 proportionately increase the Individual Settlement Payment for each
8 Participating Class Member according to the number of Workweeks
9 worked, so that the amount actually distributed to the Settlement Class
10 equals 100% of the Net Settlement Fund.

11 46(b) Payments from the PAGA Fund. Defendant will calculate the total number
12 of Workweeks worked by each PAGA Member during the PAGA Period
13 and the aggregate total number of Workweeks worked by all PAGA
14 Members during the PAGA Period. To determine each PAGA Member's
15 estimated "Individual Settlement Payment," the Settlement Administrator
16 will use the following formula: The PAGA Fund will be divided by the
17 aggregate total number of Workweeks worked by each PAGA Member
18 during the PAGA Period, resulting in the "PAGA Workweek Value." Each
19 PAGA Member's "Individual Settlement Payment" will be calculated by
20 multiplying each individual PAGA Member's total number of Workweeks
21 worked during the PAGA Period by the PAGA Workweek Value. The
22 entire PAGA Fund will be disbursed to all PAGA Members.

23 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
25 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
26 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
27 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
28 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,

1 or amounts to which any Class Members may be entitled under any benefit plans.

2 48. Administration Process. The Parties agree to cooperate in the administration of the
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement. Without prejudice to any other remedies, Defendant shall be held
5 harmless from and against all liabilities, claims, causes of action, costs, expenses (including legal fees
6 and expenses) arising out of any failure on the part of the Settlement Administrator to timely or properly
7 compensate Participating Class Members as provided for in this Settlement Agreement. No person shall
8 have any claim against any of the Released Parties, Counsel for Defendant, Plaintiff, the Class Members,
9 Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in
10 accordance with or pursuant to this Settlement Agreement.

11 49. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
12 Defendant will provide the Class List to the Settlement Administrator. and shall be kept confidential
13 from Plaintiff and Class Counsel.

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

18 51. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
19 Administrator will perform a search based on the National Change of Address Database for information
20 to update and correct for any known or identifiable address changes. Any Class Notices returned to the
21 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
22 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
25 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
26 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
27 Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
28 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an

1 objection to the Settlement. If the Response Deadline for any Class Member is later than the original 60-
2 day notice period, the Settlement Administrator shall include a letter with the Notice advising the Class
3 Member of the adjustment to the Response Deadline. It shall be presumed that each Class Member
4 whose Notice is not returned to the Settlement Administrator as undeliverable within the 60-day notice
5 period has actually received the Notice.

6 52. Notice. All Class Members will be mailed a Class Notice in English and Spanish. Each
7 Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
8 Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of Workweeks each
9 respective Class Member worked for Defendant during the Class Period; (e) each Class Member's
10 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
11 Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit Requests for
12 Exclusion or Notices of Objection; (g) the total number of Workweeks each respective PAGA Member
13 worked for Defendant during the PAGA Period; (h) each PAGA Member's estimated share of the
14 PAGA Fund and the formula for calculating shares of the PAGA Fund; (i) the dates which comprise the
15 PAGA Period; (j) information regarding disputing Workweeks, Requests for Exclusion, or Notice of
16 Objections; (k) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
17 or postmark Notices of Objection to the Settlement; and (l) the claims to be released.

18 53. Disputed Information on Notices. Class Members will have an opportunity to dispute
19 the information provided in their Class Notices. To the extent Class Members dispute their employment
20 dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement
21 Administrator showing that such information is inaccurate. Defendant's records will be presumed
22 correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties
23 will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will
24 be decided within ten (10) business days after the Response Deadline.

25 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
26 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
27 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
28 receiving the defective submission to advise the Class Member that his or her submission is defective

1 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
2 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
3 whichever date is later, to postmark or fax a revised Request for Exclusion. If a Class Member responds
4 to a cure letter by filing a defective claim, then the Settlement Administrator will have no further
5 obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked or
6 received by fax within that period, it will be deemed untimely.

7 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
8 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
9 Administrator within the Response Deadline. The Request for Exclusion must include (a) the Class
10 Member's name, signature, address, telephone number, dates of employment in California, and the last
11 four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the case
12 name and number; and (c) a clear statement requesting to be excluded from the settlement of the class
13 claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter
14 of "*Andrea Garcia Schmidt v. InStepps, Inc.*," Orange County Case No. 30-2022-01279489-CU-OE-
15 CXC, I understand that by excluding myself, I will not receive money from the settlement of my
16 individual claims." In the case of Requests for Exclusion that are mailed to the Settlement
17 Administrator, the postmark date will be the exclusive means to determine whether a Request for
18 Exclusion has been timely submitted. All Class Members who do not request exclusion from the Action
19 will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
20 Court and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as to
21 the release of the Released PAGA Claims.

22 56. Defendant's Right to Rescind: If Class Members representing more than the aggregate
23 total of ten percent (10.0%) of the Class Members opt-out of the Settlement, Defendant may, at its
24 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null
25 and void. Defendant must give written notice to Class Counsel of its intent to rescind the Settlement
26 Agreement within fourteen (14) business days of the Settlement Administrator notifying the Parties of
27 these opt-outs. If Defendant exercises its right to rescind the Settlement Agreement, Defendant shall be
28 responsible for all Settlement Administration Costs incurred to the date of rescission, not to exceed the

1 amount approved by the Court in the Preliminary Approval Order. In such a case, the Parties and any
2 funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of
3 the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall
4 proceed in all respects as if this Settlement Agreement had not been executed, except that any fees
5 already incurred by the Settlement Administrator shall be paid by Defendant, not to exceed the amount
6 approved by the Court in the Preliminary Approval Order, and no term of this Settlement Agreement or
7 any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement
8 discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any
9 other proceeding.

10 57. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the
11 understanding that Class Members worked approximately Thirty Thousand Six Hundred Seventy-Six
12 (30,676) Workweeks during the Class Period. If the actual number of weeks worked by Class Members
13 eligible to participate in the Settlement is greater than Ten Percent (10%) of this estimate, then the Gross
14 Settlement Amount will increase proportionally by the Workweeks in excess of 33,745 multiplied by the
15 Workweek value (for example, if the number of Workweeks increases by 11%, the Gross Settlement
16 Amount will increase by 1% .

17 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
18 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
19 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
20 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
21 Settlement. The entry of a final order approving settlement of this Action and Judgment which
22 discharges Defendant and Released Parties from liability for any and all of the Released Class Claims
23 shall have a *res judicata* effect and bar Plaintiff and Class Members who did not submit a timely and
24 valid Request for Exclusion from bringing any actions or claims asserting the Released Class Claims.
25 The names of Class Members who have opted-out of the Settlement Class shall be disclosed to the
26 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.
27 PAGA Members cannot opt out of the PAGA portion of the settlement, and shall be bound by that
28 regardless of whether they opt out of the Settlement Class.

1 59. Releases by Participating Class Members. Upon the Funding Date, and except as to such
2 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
3 together and individually, on their behalf and on behalf of their respective heirs, executors,
4 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
5 Parties, or any of them, from each of the Released Claims arising during the Class Period. The release of
6 the Released Class Claims will have a res judicata effect against any Participating Class Member who
7 makes a claim against any of the Released Parties for any of the Released Class Claims, files any actions,
8 claims, complaints or proceedings regarding the Released Class Claims with the California Division of
9 Labor Standards Enforcement, initiates any other proceedings against any of the Released Parties
10 regarding any of the Released Class Claims, or seeks to participate in any judgment or settlement of
11 claims that are the subject of the Released Class Claims in any other class, collective, or representative
12 action against any of the Released Parties.

13 60. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the
14 Funding Date, Plaintiff, PAGA Members, the LWDA, the State of California, through Plaintiff as its
15 agent and/or proxy, shall fully and finally release and discharge the Released Parties from the Released
16 PAGA Claims that arose during the PAGA Period. The Parties intend for this release of the Released
17 PAGA Claims to be claim and issue preclusive, and to bar representative actions by any aggrieved
18 employee for any claim or cause of action encompassed by the Released PAGA Claims during the
19 PAGA Period.

20 61. Objection Procedures. To object to the Settlement Agreement, a Class Member must
21 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
22 Deadline, or appear in person at the Final Approval Hearing. The Notice of Objection must be signed by
23 the Participating Class Member and contain all information required by this Settlement Agreement
24 including the employee's full name, address, telephone number, the last four digits of his/her Social
25 Security Number and/or Employee ID number, and the specific reason including any legal grounds for
26 the Participating Class Member's objection. The postmark date will be deemed the exclusive means for
27 determining that the Notice of Objection is timely. Class Members who fail to object either by
28 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be

1 deemed to have waived all objections to the Settlement and will be foreclosed from making any
2 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
3 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
4 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
5 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
6 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
7 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
8 Class Member shall not participate in or be bound by the Settlement.

9 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
11 certifies (a) the number of Class Members who have submitted valid Requests for Exclusion or
12 objections to the Settlement, (b) the number of Notices returned and re-mailed; and (c) whether any
13 Class Member has submitted a challenge to any information contained in their Class Notice.
14 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports
15 regarding the administration of the Settlement Agreement as needed or requested.

16 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
17 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
18 Members; (b) Plaintiff; (c) Class Counsel; and (d) LWDA Payment. The Settlement Administrator will
19 also issue a payment to itself for Court-approved services performed in connection with the Settlement.

20 64. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
21 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
22 more than one hundred and eighty (180) calendar days after issuance will be tendered to the Justice Gap
23 Fund maintained by The State Bar of California.

24 65. Certification of Completion. Upon completion of administration of the Settlement, the
25 Settlement Administrator will provide a written declaration under oath to certify such completion to the
26 Court and counsel for all Parties.

27 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
28 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be

1 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be
2 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Individual Settlement
3 Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein.
4 Also, for tax purposes, the Parties agree that 100% of each PAGA Members' payment from the PAGA
5 Fund shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such
6 payment to him or her, if required by law. Neither Counsel for Plaintiff nor Defendant intend anything
7 contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall
8 anything in this Settlement Agreement be relied upon as such within the meaning of United States
9 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

10 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
11 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
12 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
13 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
14 appropriate government authorities.

15 68. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
16 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
17 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
18 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
19 responsible for the payment of any taxes and penalties assessed on the payments described herein.
20 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
21 Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA
22 contributions, shall be paid separate and apart from the Gross Settlement Amount.

23 69. 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
27 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
28 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

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

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

22 71. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
23 approve the Settlement as provided herein without requiring material changes to the Settlement
24 Agreement, such as relating to the monetary sums to be paid in the Settlement, the parameters of the
25 Released Class Claims and Released PAGA Claims, revisions to the Escalator provision contained
26 herein, or revisions to Defendant's Option to Nullify the Settlement Agreement provision contained
27 herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement,
28 and any documents generated to bring it into effect, will be null and void and all amounts deposited into

1 the QSF will be returned to Defendant, and the Parties shall be returned to their original respective
2 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning and the stipulations and recitals contained herein shall be
4 of no force or effect and shall not be treated as an admission by the Parties or their counsel.

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

16 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
17 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
18 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
19 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
20 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; and (d) all
21 Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30)
22 calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents
23 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
24 and costs application to be heard at the final approval hearing. Any failure by the Court to fully and
25 completely approve the Settlement Agreement, or the entry of any Order by another Court which has the
26 effect of modifying material terms of this Settlement Agreement as described above or preventing the
27 full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will
28 result in this Settlement Agreement and all obligations under this Settlement Agreement being null and

1 void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided
2 Defendant has not exercised its right to rescind pursuant to the terms of this Settlement Agreement.

3 74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
4 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
5 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
6 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
7 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
8 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
9 Administrator's website.

10 75. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
11 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
12 fullest extent permitted by law, of and from any and all claims, charges, complaints, liabilities,
13 obligations, promises, controversies, damages, actions, causes of action, suits, rights, demands, costs,
14 losses, debts, penalties and expenses of any nature and description whatsoever known and unknown,
15 asserted and not asserted, suspected or unsuspected, which Plaintiff has or may have against the Released
16 Parties as of the date of execution of this Settlement Agreement. Such claims include but are not limited
17 to any and all Released Class Claims and Released PAGA Claims, California Civil Code, to include §§
18 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5;
19 California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and,
20 to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.*
21 (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes but is not
22 limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties,
23 punitive damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
24 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
25 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil
26 Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment
27 Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract
28 and tort. This release excludes the release of claims not permitted by law. Plaintiff's General Release

1 include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or
2 different from those they now know or believe to be true with respect to the subject matter of Plaintiff's
3 General Release, those claims will remain released and forever barred. To the extent the foregoing
4 release is a release to which Section 1542 of the California Civil Code or similar provisions of other
5 applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her
6 by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
7 which are as follows:

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

14 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot
15 be waived or released by private agreement. Further, nothing in this Settlement Agreement shall
16 prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation
17 or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or
18 local agency charged with the enforcement of any employment or other applicable laws. Plaintiff,
19 however, understands that by signing this Agreement, she waives the right to recover any
20 damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH
21 or any other state or local deferral agency on their behalf to the fullest extent permitted by law,
22 but expressly excluding any monetary award or other relief available from the SEC/OSHA,
23 including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be
24 waived.

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

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

1 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
2 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
3 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
4 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
5 contradict the terms 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
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
14 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
15 reach 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 or Mediator to resolve such disagreement.

18 80. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
19 and 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
21 will 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
23 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
24 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
25 copies of the 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

1 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
2 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
3 fairness and reasonableness of this Settlement.

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

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

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

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

1 offered or received as evidence in any action or proceeding to establish any liability or admission on the
2 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
3 compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the
4 event that this Settlement Agreement is not approved by the Court, or any appellate court, is terminated,
5 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in
6 any way any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to
7 have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
8 shall be restored to their respective positions in the Action prior to the entry of this Settlement.

9 88. No Public Comment: The Parties and their counsel agree that they will not issue any
10 press releases, initiate any contact with the press, respond to any press inquiry, or have any
11 communication with the press about the fact, amount or terms of the Settlement.

12 89. Captions: The captions and section numbers in this Settlement Agreement are inserted
13 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Agreement.

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

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

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

28 93. Representation By Counsel. The Parties acknowledge that they have been represented

by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties separately agree that they and their respective counsel and employees will not encourage any Class Member to opt out of, or object to, the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

97. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits prescribed by law.

98. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

IT IS SO STIPULATED AND AGREED:

PLAINTIFF

Dated: 12/14/2023

DocuSigned by:

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 Andrea Garcia Schmidt

DEFENDANT

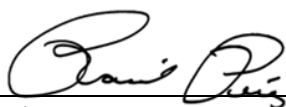
Dated: _____

Yvonne Bruinsma
In Stepps, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 12/14/2023

By: _____
Raul Perez

Attorneys for Plaintiff Andrea Garcia Schmidt

O'HAGAN MEYER

Dated: _____

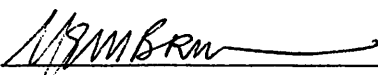
By: _____
Katherine C. Den Bleyker

Attorneys for Defendant In Stepps, Inc.

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DEFENDANT

Dated: 1/16/2024


Yvonne Bruinsma
In Steps, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Andrea Garcia Schmidt

O'HAGAN MEYER

Dated: January 16, 2024


By: _____
Katherine C. Den Bleyker
Attorneys for Defendant In Steps, Inc.

Exhibit A

Andrea Garcia Schmidt v. In Stepps, Inc., No. 30-2022-01279489-CU-OE-CXC
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE COUNTY
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant In Stepps, Inc. (“In Stepps” or “Defendant”) as non-exempt, hourly paid employees in the State of California at any time from September 7, 2018 through October 14, 2023 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from September 7, 2021 through October 14, 2023 (“PAGA Members”).

On _____, the Honorable Randall J. Sherman of the Orange County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2024 in Department CX105 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, California 92701.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert claims against Defendant and its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and related companies, and each of their past, present, and future shareholders, members, owners, officers, directors, employees, agents, investment bankers, accountants, insurers, reinsurers, attorneys, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other individual or entity which could be liable for any of the Released Class Claims (“Released Parties”) based on the facts alleged in the Action during the Class Period. Additionally, all PAGA Members will release all PAGA Released Claims during the PAGA Period, and will receive a pro rata share of the PAGA Fund.
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Opt-Out of the Settlement The Opt-out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (Participating Class Members) can object to any aspect of the proposed settlement. If you wish to object to the Settlement, you must write to the Settlement Administrator, Class Counsel, and Defense Counsel no later than [RESPONSE DEADLINE], stating each of your objections to the Settlement. If you Opt-Out, you may not object to the Settlement.
Contest or dispute your Workweek or PAGA Pay Period credits	If you wish to contest or dispute the number of workweeks the Settlement Administrator assigns to you for the purpose of calculating your Individual Settlement Payment and/or Individual PAGA Payment, you must write to the Settlement Administrator no later than [RESPONSE DEADLINE], stating why you dispute the calculation and providing documents supporting what you believe is the correct number of workweeks.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department CX105 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, California 92701. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement.

Summary of the Litigation

Plaintiff Andrea Garcia Schmidt, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay overtime wages to employees for all hours worked (Labor Code §§ 510 and 1198; (2) provide employees with meal breaks and pay meal break premiums (Labor Code §§ 226.7 and 512(a); (3) provide employees with rest breaks and pay rest break premiums (Labor Code §§ 226.7); (4) pay minimum wages to employees for all hours worked (Labor Code §§ 1194, 1197, and 1197.1; (5) timely pay all wages owed to employees during each pay period and upon termination of their employment (Labor Code §§ 201, 2020, 204; (6) reimburse employees for necessary business expenses (Labor Code § 226(a); (7) provide employees with accurate, itemized wage statements; (8) keep requisite payroll records; (9) unreimbursed business expenses (Labor Code §§ 2800 and 2802; and (9) unlawful business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (10) civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Lab. Code, § 2698, *et seq.*

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On August 15, 2023, the parties participated in a mediation with the

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Hon. Carl J. West (Ret.), an experienced and well-respected mediator. With Judge West's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Lawyers for Justice, PC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and is confident that it has valid defenses to Plaintiff's claims. Defendant contends that its business practices are and have been lawful at all relevant times and that Plaintiff's claims are without merit and fail to satisfy the requirements for class certification. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$550,000. Subject to Court approval, this amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Andrea Garcia Schmidt for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$183,333 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) reasonable Settlement Administrator's fees and expenses currently estimated at \$10,750; (5) a \$25,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$18,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$6,250 payment ("PAGA Fund") to all PAGA Members. After deducting the above payments, a total of approximately \$300,917 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$6,250 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from September 7, 2018 through October 14, 2023 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from September 7, 2021 through October 14, 2023 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the

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PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ _____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims during the Class Period, and if you are also a PAGA Member, the Released PAGA Claims during the PAGA Period:

Released Class Claims: All claims, rights, demands, liabilities, obligations, debts, penalties, 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 during the Class Period, including: (a) Sections 510 and 1198 (unpaid overtime); (b) Sections 226.7 and 512(a) (unpaid meal period premiums); (c) Section 226.7 (unpaid rest period premiums); (d) Sections 1194, 1197, and 1197.1 (unpaid minimum wages); (e) Sections 201 and 202 (final wages not timely paid); (f) Section 204 (wages not timely paid during employment); (g) Section 226(a) (non-compliant wage statements); (h) Section 1174(d) (failure to keep requisite payroll records); (i) Sections 2800 and 2802 (unreimbursed business expenses); (j) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); (k) Sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, the corresponding provisions of the applicable Wage Order of the Industrial Wage Commission, including without limitation all related claims for restitution and other equitable relief arising under California Business and Professions Code

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sections 17200, *et seq.*; and (l) interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs based on the preceding claims. This release shall apply to claims arising during the Class Period.

Released PAGA Claims: All claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff's September 7, 2023 PAGA Notice to the LWDA and in the Complaint, the First Amended Complaint that Plaintiff must file as a condition of this Settlement (as defined in Paragraph 13) including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and 2699 and corresponding wage orders.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange County and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

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If you choose Option 3, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims, and if you are also a PAGA Member the Released PAGA Claims, as described above.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.