

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JULIE MORALES, on behalf of herself
and all others similarly situated

Additional attorneys on following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JULIE MORALES, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

UNITEK LEARNING, INC., a California
corporation; UNITEK COLLEGE
BAKERSFIELD, LLC, a California limited
liability company; UNITEK TRAINING
HEALTHCARE, LLC, a California limited
liability company; UNITEK COLLEGE
HOLDING COMPANY, LLC, a California
limited liability company; UNITEK
LEARNING EDUCATION GROUP CORP.,
a California corporation; TVG-FLORENCE
HOLDCO CORP., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: BCV-23-102948

[Assigned for all purposes to Honorable T.
Mark Smith in Court B-Civil]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 1, 2023
Trial Date: None Set

FISHER & PHILLIPS LLP

Collin D. Cook (SBN 251606)

ccook@fisherphillips.com

Jason Brown (SBN 266472)

jbrown@fisherphillips.com

David Shannon (SBN 342187)

dshannon@fisherphillips.com

1 Montgomery Street, Suite 3400

San Francisco, California 94104

Telephone: (415) 490-9000

Facsimile: (415) 490-9001

Attorneys for Defendants, UNITEK LEARNING, INC.,
UNITEK COLLEGE BAKERSFIELD, LLC, UNITEK TRAINING
HEALTHCARE, LLC, UNITEK COLLEGE HOLDING COMPANY, LLC, UNITEK
LEARNING EDUCATION GROUP CORP., and TVG-FLORENCE HOLDCO
CORP.

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Julie Morales (“Plaintiff”) and defendants Unitek Learning Inc., Unitek College Bakersfield, LLC, Unitek Training Healthcare, LLC, Unitek College Holding Company, LLC, Unitek Learning Education Group Corp. (“ULEG”), and TVG-Florence Holdco Corp. (“TVG”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s class and Private Attorneys General Act (“PAGA”) lawsuit alleging wage and hour violations against Defendants, captioned *Julie Morales v. Unitek Learning, Inc., et al.*, Case No. BCV-23-102948, initiated on September 1, 2023, and pending in Superior Court of the State of California, County of Kern.

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

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

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendants, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California during the PAGA Period.

1.5. “Class” means all persons currently or formerly employed by Defendants, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California during

the Class Period.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 1, 2022 through the date of the Court’s entry of Preliminary Approval.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative

for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Kern.

1.16. “Defendants” means named defendants Unitek Learning Inc., Unitek College Bakersfield, LLC, Unitek Training Healthcare, LLC, Unitek College Holding Company, Unitek Learning Education Group Corp., and TVG-Florence Holdco Corp.

1.17. “Defense Counsel” means Collin D. Cook, Jason P. Brown, and David M. Shannon of Fisher Phillips, LLP.

1.18. “Effective Date” means (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$506,000.00 (Five Hundred Six Thousand Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
2 Net Settlement Amount calculated according to the number of Workweeks worked during the
3 Class Period.

4 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
5 the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
6 Period.

7 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

8 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
9 entitled, under Labor Code section 2699, subd. (i).

10 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subd. (i).

12 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
14 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
16 paid to Participating Class Members as Individual Class Payments.

17 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
18 Settlement by sending the Administrator a valid and timely Request for Exclusion.

19 1.30. “Pay Period” means any pay period during which a Class Member worked for Defendant
20 for at least one day during Class Period, based on hire dates, re-hire dates (as applicable), and
21 termination dates (as applicable).

22 1.31. “PAGA Period” means the period from September 1, 2022 through the end of the Class
23 Period.

24 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

25 1.33. “PAGA Notice” means Plaintiff’s September 1, 2023 letter to Defendants and the LWDA,
26 providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to the LWDA (\$18,750.00) in settlement of PAGA claims.

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

1.36. "Plaintiff" means Julie Morales the named plaintiff in the Action.

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

1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Unitek Learning, Inc., Unitek College Bakersfield, LLC, Unitek Training Healthcare, LLC, Unitek College Holding Company, LLC, Unitek Learning Education Group Corp., TVG-Florence Holdco Corp., and each of their respective parents, subsidiaries, affiliates, insurers, related entities and divisions, and each of their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

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

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

Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

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

2. RECITALS

2.1. On September 1, 2023, Plaintiff commenced this Action by filing a complaint against Defendants, *sans* ULEG and TVG, for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal breaks, or compensation in lieu thereof; (4) rest breaks, or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violations of Labor Code § 227.3; and (10) unfair competition (“Class Action”).

2.2. On September 1, 2023, Plaintiff submitted to the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice”)

2.3. On November 17, 2023, after sixty-five (65) days had passed without any communication or action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against Defendants, *sans* ULEG and TVG, in the Superior Court of California, County of Kern, Case No. BCV-23-103883, for the Labor Code violations set out in the PAGA Notice (“PAGA Action”). As part of this Agreement, the Parties agree to stipulate to amend the operative Class Action Complaint and PAGA Notice to include the PAGA claims alleged in the PAGA Action, and to add ULEG

1 and TVG as named defendants and Plaintiff will dismiss the PAGA Action without prejudice,
2 for purposes of approval. In the event the Court does not grant final approval of this
3 Settlement, Plaintiff will be permitted to separately refile the PAGA Action without
4 prejudice and the filing shall relate back to the original filing date of the PAGA Action.

5 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

6 2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of time
7 and payroll records for Class Members through mediation; (b) a class list of hire dates,
8 termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents;
9 and (d) all documents pertaining to Plaintiff available to Defendants.

10 2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
11 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
12 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13 2.7. On June 19, 2024, the Parties participated in an all-day mediation presided over by Chris
14 Barnes, Esquire. The mediation was successful, and the Parties agreed to globally resolve all
15 class and PAGA claims in the Class Action and PAGA Action.

16 2.8. The Court has not granted class certification.

17 2.9. Upon (1) the execution of this Agreement, (2) Plaintiff's dismissal without prejudice of
18 the PAGA Action, and (3) Plaintiff's filing of the amended Complaint in the Class Action,
19 Defendants will submit a notice of related case(s) for any pending civil case(s), pursuant to
20 California Rules of Court, rule 3.300.

21 **3. MONETARY TERMS**

22 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
23 Defendants promise to pay \$506,000.00 as the Gross Settlement Amount, unless increased
24 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
25 taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no
26 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated

1 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
2 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
3 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
4 to Defendants.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
6 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
7 in the Final Approval:

8 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
9 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
10 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants
11 will not oppose Plaintiff's request for a Class Representative Service Payment that does
12 not exceed this amount. As part of the motion for Class Counsel Fees Payment and
13 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
14 Representative Service Payments prior to the Final Approval Hearing. If the Court
15 approves a Class Representative Service Payment less than the amount requested, the
16 Administrator will retain the remainder in the Net Settlement Amount. The
17 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
18 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
19 Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
21 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
22 Agreement, is currently estimated to be \$177,100.00 and a Class Counsel Litigation
23 Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests
24 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
25 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
26 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves

1 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
2 than the amounts requested, the Administrator will allocate the remainder to the Net
3 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
4 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
5 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
6 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
7 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
8 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
9 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
10 or controversy regarding any division or sharing of any of these Payments. There will
11 be no additional charge of any kind to either the Settlement Class Members or request
12 for additional consideration from Defendants for such work unless Defendants should
13 materially breach this Agreement, including any term regarding funding, and further
14 efforts are necessary from Class Counsel to remedy said breach, including, without
15 limitation, moving the Court to enforce the agreement. The Parties reserve the right to
16 move the Court to enforce the Agreement if Plaintiff or Defendants materially breach
17 this Agreement, including any further efforts necessary to remedy said breach. Should
18 the Court approve attorneys' fees and/or litigation costs and expenses in amounts that
19 are less than the amounts provided for herein, then the unapproved portion(s) shall be a
20 part of the Net Settlement Amount.

21 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
22 \$10,000.00 except for a showing of good cause and as approved by the Court. To the
23 extent the Administration Expenses are less or the Court approves payment less than
24 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
26 by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any

taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate from September 1, 2022 through June 19, 2024, there are approximately 462 Class Members who collectively worked a total of 12,651 Pay Periods, and 462 of Aggrieved Employees who worked a total of 12,651 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to notify the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the

1 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
2 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
3 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
4 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
5 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
6 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
7 Payments.

8 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S.
10 Mail, postage prepaid. The face of each check shall prominently state the date (not less
11 than 180 days after the date of mailing) when the check will be voided. The
12 Administrator will cancel all checks not cashed by the void date. The Administrator
13 will send checks for Individual Settlement Payments to all Participating Class Members
14 (including those for whom Class Notice was returned undelivered). The Administrator
15 will send checks for Individual PAGA Payments to all Aggrieved Employees including
16 Non-Participating Class Members who qualify as Aggrieved Employees (including
17 those for whom Class Notice was returned undelivered). The Administrator may send
18 Participating Class Members a single check combining the Individual Class Payment
19 and the Individual PAGA Payment. Before mailing any checks, the Settlement
20 Administrator must update the recipients' mailing addresses using the National Change
21 of Address Database.

22 4.4.2. The Administrator must conduct a Class Member Address Search for all other
23 Class Members whose checks are returned undelivered without USPS forwarding
24 address. Within 7 days of receiving a returned check the Administrator must re-mail
25 checks to the USPS forwarding address provided or to an address ascertained through
26 the Class Member Address Search. The Administrator need not take further steps to

1 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
2 The Administrator shall promptly send a replacement check to any Class Member whose
3 original check was lost or misplaced, requested by the Class Member prior to the void
4 date.

5 4.4.3. For any Class Member whose Individual Class Payment check or Individual
6 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
7 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
8 at Work.

9 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
10 not obligate Defendants to confer any additional benefits or make any additional
11 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
12 specified in this Agreement.

13 **5. RELEASE OF CLAIMS**

14 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
15 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
16 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, and Class Counsel will release claims against all Released Parties as follows:

18 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
20 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
21 limited to: (a) all individual claims that were, or reasonably could have been, alleged, based on
22 the facts contained, in the complaint filed in the Class Action or reasonably could have been
23 alleged during the course of Plaintiff's employment with Defendants, and each of them, and (b)
24 all individual PAGA claims that were, or reasonably could have been, alleged based on facts
25 contained in the complaint filed in the PAGA Action and Plaintiff's PAGA Notice. ("Plaintiff's
26 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,

1 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
2 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
3 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
4 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
5 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
6 such different or additional facts or Plaintiff's discovery of them.

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

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

17 5.2. Release by Participating Class Members: For the duration of the Class Period, all
18 Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
21 facts stated in the complaint filed in the Class Action including: (1) failure to pay overtime wages;
22 (2) failure to pay minimum wages; (3) failure to provide meal breaks, or compensation in lieu
23 thereof; (4) rest breaks, or compensation in lieu thereof; (5) waiting time penalties; (6) wage
24 statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violations of
25 Labor Code § 227.3; and (10) all claims asserted through California Business & Professions Code
26 section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative

Complaint.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice and the complaint filed in the PAGA Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action including but not limited to claims arising from alleged: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of pay due to bonus payments, incentive compensation, or otherwise; (d) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (f) failure to provide paid sick leave; (g) failure to display a poster of paid sick leave policies and provide accurate paid sick leave information; (h) failure to provide accurate, itemized wage statements; (i) failure to timely pay wages during employment and/or upon separation of employment; (j) failure to maintain accurate records; (k) failure to reimburse for all necessary business expenses; (l) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action or legal theories described above; and (m) all other claims under PAGA that have been asserted or could have been premised on the facts, claims, causes of action or legal theories described above and in the complaint, or Plaintiff's LWDA PAGA Notice including but not limited to all applicable IWC Wage Orders, California Regulations, and California Labor Code sections 98.6, 201, 201.3, 202, 203, 204 et

seq., 210, 212, 213, 218, 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247, 248.5, 432, 432.3, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5(k), 1198, 1527, 2802, 2810.5, and 2698, et seq., 3366, 3457, 6401, 6402, 6403, 8397.4, Government Code section 12952, and Business and Professions Code 16600, 16700, 17200.

6. MOTION FOR PRELIMINARY APPROVAL

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

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

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

1 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
3 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
4 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
5 Members and the Administrator.

6 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
7 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
8 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
9 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
10 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
11 Administrator.

12 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
13 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
14 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
15 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
16 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
17 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
18 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
19 Court's concerns.

20 7. SETTLEMENT ADMINISTRATION

21 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
22 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
23 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
24 for payment of Administration Expenses. The Parties and their Counsel represent that they have
25 no interest or relationship, financial or otherwise, with the Administrator other than a professional
26

relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable or
5 otherwise susceptible to challenge. If the Administrator has reason to question the
6 authenticity of a Request for Exclusion, the Administrator may demand additional proof
7 of the Class Member's identity. The Administrator's determination of authenticity shall
8 be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for
10 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
11 to all benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
13 regardless whether the Participating Class Member actually receives the Class Notice
14 or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or
17 have the right to object to the class action components of the Settlement. Because future
18 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
19 Participating Class Members who are Aggrieved Employees are deemed to release the
20 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
21 PAGA Payment.

22 7.6. Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after
23 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
24 Class Notice is re-mailed) to challenge the number of Pay Periods and Pay Periods during the
25 PAGA Period (if any) allocated to the Class Member in the Class Notice. The Class Member
26 may challenge the allocation by communicating with the Administrator via mail. The

1 Administrator must encourage the challenging Class Member to submit supporting
2 documentation. In the absence of any contrary documentation, the Administrator is entitled to
3 presume that the Pay Periods contained in the Class Notice are correct so long as they are
4 consistent with the Class Data. The Administrator's determination of each Class Member's
5 allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
6 The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods
7 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8 **7.7. Objections to Settlement**

9 7.7.1. Only Participating Class Members may object to the class action components of
10 the Settlement and/or this Agreement, including contesting the fairness of the
11 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

13 7.7.2. Participating Class Members may send written objections to the Administrator, by
14 mail. In the alternative, Participating Class Members may appear in Court (or hire an
15 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
16 A Participating Class Member who elects to send a written objection to the
17 Administrator must do so not later than 45 days after the Administrator's mailing of the
18 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
19 mailed).

20 7.7.3. Non-Participating Class Members have no right to object to any of the class action
21 components of the Settlement.

22 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
25 and use an internet website to post information of interest to Class Members including
26 the date, time and location for the Final Approval Hearing and copies of the Settlement

1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
4 the Final Approval and the Judgment. The Administrator will also maintain and monitor
5 an email address and a toll-free telephone number to receive Class Member calls and
6 emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names of Class Members who have timely submitted valid Requests
12 for Exclusion (“Exclusion List”); (b) the name of Class Members who have submitted
13 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement
14 submitted (whether valid or invalid).

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the number
17 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to Pay
19 Periods received and/or resolved, and checks mailed for Individual Class Payments and
20 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the
21 Administrator’s assessment of the validity of Requests for Exclusion and attach copies
22 of all Requests for Exclusion and objections received.

23 7.8.4. Pay Period Challenges. The Administrator has the authority to address and make
24 final decisions consistent with the terms of this Agreement on all Class Member
25 challenges over the calculation of Pay Periods. The Administrator’s decision shall be
26 final and not appealable or otherwise susceptible to challenge.

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 462 Class Members and 12,561 Pay Periods during the Class Period and (2) there are 462 Aggrieved Employees who worked 12,561 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 12,651 pay periods worked from September 1, 2022 through June 19, 2024. In the event the number of Pay Periods during the Class Period increases by more than 10%, or 1,265 Pay Periods as of the date

the Court preliminarily approves settlement, Defendant shall at its option either: (a) increase the Gross Settlement Amount in proportion to the increase in Pay Periods; or (b) cap the Class Period on the date that the 10% is exceed. The Parties agree that the Pay Period value negotiated at the mediation amounts to \$40.00 per Pay Period (\$506,000.00 / 12,651 Pay Periods). Thus, should the amount of Pay Periods reach or exceed 13,916 Pay Periods by the date of preliminary approval, in order to elect option (a) above, Defendants shall increase the GFV by \$40 for each additional Pay Period beyond 13,916; or the Class Period shall end on the date that the number of Pay Periods reaches 13,916.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the class settlement and PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiff, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph,

as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the

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

11 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
13 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
14 ability to communicate with Class Members in accordance with Class Counsel’s ethical
15 obligations owed to Class Members.

16 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties
18 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
19 inducements made to or by any Party.

20 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
23 its terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

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

14 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed or agreed to by all
16 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
17 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
18 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
19 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
20 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
21 the use of signatures previously provided by the Parties.

22 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
23 the benefit of, the successors of each of the Parties.

24 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
2 this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
5 during Action and in this Agreement relating to the confidentiality of information shall survive
6 the execution of this Agreement

7 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
8 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
9 in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
11 be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
20 be accepted as an original. All executed counterparts and each of them will be deemed to be one
21 and the same instrument if counsel for the Parties will exchange between themselves signed
22 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
23 and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend

1 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
2 process.

3 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
4 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
5 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
6 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
7 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
8 Agreement.

9 **IT IS SO AGREED:**

10
11 _____
12 Plaintiff, Julie Morales

Erin E Kelly

Erin Kelly, CFO _____
For Defendant, Unitek Learning, Inc.

Erin E Kelly

Erin Kelly, CFO _____
**For Defendant, Unitek College
Bakersfield, LLC**

Erin E Kelly

Erin Kelly, CFO _____
For Defendant, Unitek Healthcare, LLC

Erin E Kelly

Erin Kelly, CFO _____

**For Defendant, Unitek College Holding
Company**

Erin E Kelly

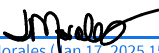
Erin Kelly, CFO _____

**For Defendant, Unitek Learning
32 Education Group Corp.**

the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

IT IS SO AGREED:


Julie Morales (Jan 17, 2025 15:52 PST)

Plaintiff, Julie Morales

For Defendant, Unitek Learning, Inc.

For Defendant, Unitek College Bakersfield, LLC

For Defendant, Unitek Healthcare, LLC

For Defendant, Unitek College Holding Company

For Defendant, Unitek Learning Education Group Corp.

For Defendant, TVG-Florence Holdco Corp.

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff



Collin D. Cook
Jason Brown
David Shannon
Counsel for Defendants