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Attorney for Plaintiffs
KAYLA JADE VALENZUELA, et. al.

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

KAYLA JADE VALENZUELA, an individual;
BRITANY MARTICORENA, an individual;
DANIEL MADRID, an individual; OLIVIA
MATLEY, an individual; AALIYAH TAYLOR, an
individual; CAITLIN CROXFORD, an individual;
and PRISCILA PENA, an individual, on behalf of
themselves and all similarly situated aggrieved
employees,

Plaintiffs,

v.

TEXAS DE BRAZIL RANCHO CORPORATION,
a California corporation; TEXAS DE BRAZIL
CARLSBAD CORPORATION, a California
corporation; TEXAS DE BRAZIL CONCORD
CORPORATION, a California corporation; TEXAS
DE BRAZIL FRESNO CORPORATION, a
California corporation; TEXAS DE BRAZIL
IRVINE CORPORATION, a California corporation;
TEXAS DE BRAZIL OXNARD CORPORATION,
a California corporation; TEXAS DE BRAZIL
CORPORATION, a Texas corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: 30-2023-01356359-CU-OE-CXC

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; CLASS
NOTICE**

Complaint Filed: October 13, 2023
Trial Date: Not Yet Assigned

Assigned to the Hon. Lon F. Hurwitz

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs KAYLA JADE VALENZUELA, BRITANY MARTICORENA, DANIEL MADRID, OLIVIA MATLEY, AALIYAH TAYLOR, CAITLIN CROXFORD, PRISCILA PENA (collectively “Plaintiffs”) and defendants TEXAS DE BRAZIL RANCHO CORPORATION (“TDB Rancho”), a California corporation, TEXAS DE BRAZIL CARLSBAD CORPORATION (“TDB Carlsbad”), a California corporation, TEXAS DE BRAZIL CONCORD CORPORATION (“TDB Concord”), a California corporation, TEXAS DE BRAZIL FRESNO CORPORATION (“TDB Fresno”), a California corporation, TEXAS DE BRAZIL IRVINE CORPORATION (“TDB Irvine”), a California corporation, TEXAS DE BRAZIL OXNARD CORPORATION (“TDB Oxnard”), a California corporation, and TEXAS DE BRAZIL CORPORATION (“TDB”), a Texas corporation, (collectively referred to as “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations and a PAGA claim against Defendants filed in the Superior Court of the State California for the County of Orange, Case Number 30-2023-01356359-CU-OE-CXC.

1.2. “Administrator” means Phoenix Settlement Administrators, 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 all of Defendants’ non-exempt hourly employees during the PAGA Period.

1.5. “Class” means all of Defendants’ non-exempt employees in California during the Class Period of October 13, 2019 through the Preliminary Approval Date.

1.6. “Class Counsel” means Michael C. Robinson, Jr. of Robinson Di Lando, a Professional Law Corporation.

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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Work Weeks and PAGA Paychecks.

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 with a Spanish translation in the form, without material variation.

1.12. “Class Period” means the period from October 13, 2019 to preliminary approval of the class action settlement.

1.13. “Class representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named Defendants TEXAS DE BRAZIL RANCHO CORPORATION (“TDB Rancho”), a California corporation, TEXAS DE BRAZIL CARLSBAD CORPORATION (“TDB Carlsbad”), a California corporation, TEXAS DE BRAZIL CONCORD CORPORATION (“TDB Concord”), a California corporation, TEXAS DE BRAZIL FRESNO CORPORATION (“TDB Fresno”), a California corporation, TEXAS DE BRAZIL IRVINE CORPORATION (“TDB Irvine”), a California corporation, TEXAS DE BRAZIL OXNARD CORPORATION (“TDB Oxnard”), a California corporation, and TEXAS DE BRAZIL CORPORATION (“TDB”), a Texas corporation.

1.17. “Defense Counsel” means Allan Gomes of Anderies & Gomes LLP.

1.18. “Effective Date” means the date by which all of the following have occurred:

- 1 (1) The Court has approved the Settlement;
- 2 (2) The Court has issued the Final Order, dismissed all of Plaintiff's claims with
- 3 prejudice in their entirety, and entered Judgment in accordance with the terms
- 4 described herein; and
- 5 (3) The judgment is final, meaning that (i) it is appealable and (ii) either (a) no appeal
- 6 has been taken from the judgment as of the date on which all times to appeal
- 7 therefrom have expired, or (b) an appeal or other review proceeding of the
- 8 judgment having been commenced, such appeal or other review is finally
- 9 concluded and no longer is subject to review by any court, whether by appeal,
- 10 petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions
- 11 for writ of certiorari, or otherwise, and such appeal or other review has been
- 12 finally resolved in such manner that affirms the judgment order in its entirety. If
- 13 the Parties' Settlement is not approved as described herein, the Settlement shall
- 14 be void *ab initio* and of no further force or effect, and the Parties shall be returned
- 15 in all respects to their respective positions as of December 10, 2024, the day before
- 16 the settlement of this matter.
- 17 1.19. "Final Approval" means the Court's order granting final approval of the
- 18 Settlement.
- 19 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
- 20 Approval of the Settlement.
- 21 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
- 22 Approval of the Settlement.
- 23 1.22. "Gross Settlement Amount" means \$500,000.00 which is the total amount
- 24 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
- 25 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
- 26 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
- 27 Service Payments and the Administrator's Expenses.
- 28 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
- share of the Net Settlement Amount calculated according to the number of Work Weeks worked
- during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
- 25% of the PAGA Penalties calculated according to the Aggrieved Employee's number PAGA
- Paychecks.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final
- Approval.

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

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

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

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

1.30. “Notice Packet” means the Class Notice, the Election Not to Participate in Settlement form, the Work Week Dispute form, and the Objection form in English with Spanish translations.

1.31. “PAGA Paycheck” means any paycheck an Aggrieved Employee received from Defendants for at least one day worked during the PAGA Period.

1.32. “PAGA Period” means the period from October 16, 2022 to preliminary approval of the class action settlement.

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

1.34. “PAGA Notice” means Plaintiffs’ October 16, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$50,000, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Kayla Jade Valenzuela, Britany Marticorena, Daniel Madrid, Olivia Matley, Aailyah Taylor, Caitlin Croxford and Priscila Pena, the named Plaintiffs in the Action.

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

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.42. "Released Parties" means: Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns (collectively, the "Released Parties").

1.43. "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.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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 14 calendar days beyond the Response Deadline has expired.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Work Week" means any week during which a Class Member worked for Defendants as a non-exempt employee for at least one day, during the Class Period.

2. RECITALS.

2.1. On October 13, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay due wages at termination, failure to furnish accurate wage statements, violation of Labor Code section 226(c), violation of Labor Code section 1198.5, violation of Labor Code section 2802, and unfair competition. On December 21, 2023, Plaintiffs filed a First Amended Complaint adding a cause of action under the Private Attorney General Act ("PAGA") for civil penalties under Labor Code section 2699. The First Amended Complaint is the operative complaint in the Action (the "Operative

Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On October 8, 2024, the Parties participated in an all-day mediation presided over by Cynthia Remmers, Esq., a well-respected mediator with experience in class action and PAGA claims, which led to this Agreement to settle the Action after the parties, with assistance from Ms. Remmers, continued settlement discussions through late the end of December 2024.

2.4. Prior to and during mediation, Plaintiffs obtained, through informal discovery, the number of comparable employees, the number of workweeks, the number of paychecks, average rates of pay, sample time records, sample payroll records, written policies, and related information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$500,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

1 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
2 Representatives of not more than \$2,000.00 each (in addition to any Individual Class Payments
3 and any Individual PAGA Payments the Class Representatives are entitled to receive as
4 Participating Class Members). Defendants will not oppose Plaintiffs' request for a Class
5 Representative Service Payments that do not exceed this amount. As part of the motion for Class
6 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
7 approval for any Class Representative Service Payments no later than 16 court days prior to the
8 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than
9 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
10 The Administrator will pay the Class Representative Service Payments using IRS Form 1099.
11 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payments.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
14 33.33%, which is currently estimated to be \$166,666.66 and a Class Counsel Litigation Expenses
15 Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments
16 provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion
17 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
18 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
19 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
20 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
21 have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any
22 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
23 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
24 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
25 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
26 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or
27 controversy regarding any division or sharing of any of these Payments.

28 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
\$17,500 except for a showing of good cause and as approved by the Court. To the extent the
Administration Expenses are less or the Court approves payment less than \$17,500, the
Administrator will retain the remainder in the Net Settlement Amount.

1 3.2.4. To Each Participating Class Member: An Individual Class Payment
2 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
3 by all Participating Class Members during the Class Period and (b) multiplying the result by each
4 Participating Class Member's Work Weeks.

5 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of
6 each Participating Class Member's Individual Class Payment will be allocated to settlement of
7 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
8 reported on an IRS W-2 Form. The 80.00% of each Participating Class Member's Individual
9 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
10 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
11 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
12 employee taxes owed on their Individual Class Payment.

13 3.2.4.2. Effect of Non-Participating Class Members on Calculation
14 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
15 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
16 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

17 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
18 amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500)
19 allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA
20 Payments.

21 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
22 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
23 \$12,500.00 by the total number of PAGA Paychecks of all Aggrieved Employees but only for the
24 time period that the employee performed non-exempt work during the PAGA Period and (b)
25 multiplying the result by each Aggrieved Employee's PAGA Paychecks. Aggrieved Employees
26 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

27 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
28 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3. Defendant's monetary obligation under this Agreement is limited to the

1 Settlement Sum. Defendant shall not be required to contribute any
2 additional monies above the Settlement Sum under any circumstances
3 whatsoever, other than the employer payroll taxes. Nor shall Defendant be
4 required to pay more than the Settlement Sum to obtain the relief provided
5 in this Agreement or to fully and finally settle and resolve the PAGA
6 Claims.

7
8 Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in
9 part, however that may occur, or the Settlement of the Action is barred by operation of law, or
10 invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will
11 cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms
12 of this Agreement.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1. Class Work Weeks and Aggrieved Employee Paychecks. Based on a review of
15 their records to date, Defendants estimate there are 1,339 Class Members who collectively worked
16 a total of 43,893 Work Weeks, and 641 Aggrieved Employees who received a total 9,144 PAGA
17 Paychecks.

18 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
19 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
20 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
21 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
22 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
23 employees who need access to the Class Data to effect and perform under this Agreement.
24 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
25 Class Data omitted class member identifying information and to provide corrected or updated
26 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
27 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
28 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
3 taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
5 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel
9 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
10 Service Payments shall not precede disbursement of Individual Class Payments and Individual
11 PAGA Payments.

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

24 4.4.2. The Administrator must conduct a Class Member Address Search for all
25 other Class Members whose checks are returned undelivered without USPS forwarding address.
26 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
27 forwarding address provided or to an address ascertained through the Class Member Address
28 Search. The Administrator need not take further steps to deliver checks to Class Members whose
re-mailed checks are returned as undelivered. The Administrator shall promptly send a
replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

1 4.4.3. For any Class Member whose Individual Class Payment check is uncashed
2 and cancelled after the void date, the administrator shall aggregate the amounts of those Individual
3 Class Payment checks not negotiated within the 180-day period and shall distribute to the cy pres
4 recipient, Legal Aid at Work.

5 4.4.4. For any Class Member whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
7 by such checks to the California Controller's Unclaimed Property Fund in the name of the Class
8 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
9 Civil Procedure Section 384, subd. (b).

10 4.4.5. No Credit Toward Benefit Plans. The Individual Settlement Payments
11 made to Participating Class Members under this Settlement, as well as any other payments made
12 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
13 benefit plans to which any Class Members may be eligible, including, but not limited to profit-
14 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
15 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
16 Agreement will not affect any rights, contributions, or amounts to which any Class Members may
17 be entitled under any benefit plans.

18 **5. [OMITTED]**

19 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
20 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
21 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
22 against all Released Parties as follows:

23 6.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
25 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
26 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
27 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
28 that were, or reasonably could have been, alleged based on facts contained in the Operative
Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 6.2,
below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to
enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Further, Plaintiffs' Release does not extend to non-wage claims alleged in their individual lawsuits against Defendants.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.1.2 "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint, including claims for violation of: (a) California Labor Code §§ 510 and 1198 (unpaid overtime); (b) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (c) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (f) California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (g) California Labor Code § 204 (failure to timely pay wages during employment); (h) California Labor Code § 2802 (unreimbursed business expenses); and (i) California Business & Professions Code §§ 17200, et seq. (unlawful business practices); and (j) California Business & Professions Code §§ 17200, et seq. (unfair business practices).

6.2 “Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letters during the PAGA Period.

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

7.1 OMITTED

7.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and 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 Notice Packet; (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
3 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
4 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
5 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
Approval to the Administrator.

6 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
7 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
9 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
10 Preliminary Approval or conditions Preliminary Approval on any material change to this
11 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
12 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
otherwise satisfy the Court's concerns.

13 **8. SETTLEMENT ADMINISTRATION.**

14 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
15 Administrators to serve as the Administrator and verified that, as a condition of appointment,
16 Phoenix Settlement Administrators agree to be bound by this Agreement and to perform, as a
17 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
18 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
19 financial or otherwise, with the Administrator other than a professional relationship arising out of
prior experiences administering settlements.

20 8.2 Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings and
22 providing reports state and federal tax authorities.

23 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
24 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
Regulation section 468B-1.

25 8.4 Notice to Class Members.

26 8.4.1 No later than three (3) business days after receipt of the Class Data, the
27 Administrator shall notify Class Counsel that the list has been received and state the number of
28

1 Class Members, PAGA Members, Work Weeks, and PAGA Paychecks in the Class Data.

2 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
3 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
4 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
5 with Spanish translation, if applicable. The first page of the Class Notice shall prominently
6 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
7 payable to the Class Member, and the number of Work Weeks and PAGA Paychecks (if applicable)
8 used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update
9 Class Member addresses using the National Change of Address database.

10 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
11 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
12 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
13 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
14 the Notice Packet to the most current address obtained. The Administrator has no obligation to
15 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
16 returned by the USPS a second time.

17 8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
18 Weeks and/or PAGA Paychecks (disputes), and Requests for Exclusion will be extended an
19 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
20 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
21 extended deadline with the re-mailed Notice Packet.

22 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
23 otherwise discovers any persons who believe they should have been included in the Class Data
24 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
25 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
26 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
27 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
28 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

26 8.5 Requests for Exclusion (Opt-Outs).

27 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class

1 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
2 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
3 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
4 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
5 the Class Member's election to be excluded from the Settlement and includes the Class Member's
6 name, address and email address or telephone number. To be valid, a Request for Exclusion must
7 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
in Settlement form may be used for this purpose but is not required.

8 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
9 because it fails to contain all the information specified in the Class Notice. The Administrator
10 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
11 identity of the person as a Class Member and the Class Member's desire to be excluded. The
12 Administrator's determination shall be final and not appealable or otherwise susceptible to
13 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
14 the Administrator may demand additional proof of the Class Member's identity. The
15 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

16 8.5.3 Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
19 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
Participating Class Member actually receives the Class Notice or objects to the Settlement.

20 8.5.4 Every Class Member who submits a valid and timely Request for
21 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
22 or have the right to object to the class action components of the Settlement. Aggrieved Employees
are eligible for an Individual PAGA Payment.

23 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
24 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
25 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
26 PAGA Paychecks (if any) allocated to the Class Member in the Class Notice. This is also known
27 as a dispute. A Work Week Dispute form may be used for this purpose but is not required. The

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

9 8.7 Objections to Settlement.

10 8.7.1 Only Participating Class Members may object to the class action
11 components of the Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
13 Litigation Expenses Payment and/or Class Representative Service Payments.

14 8.7.2 Participating Class Members may send written objections to the
15 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
16 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
17 Hearing. A Participating Class Member who elects to send a written objection to the
18 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
19 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
20 The Objection form may be used for this purpose but is not required.

21 8.7.3 Non-Participating Class Members have no right to object to any of the class
22 action components of the Settlement.

23 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
24 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

25 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
26 establish and maintain and use an internet website to post information of interest to Class
27 Members including the date, time and location for the Final Approval Hearing and copies of the
28 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final

1 Approval and the Judgment. The Administrator will also maintain and monitor an email address
2 and a toll-free telephone number to receive Class Member calls, faxes and emails.

3 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
4 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
5 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
6 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
7 and other identifying information of Class Members who have timely submitted valid Requests
8 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
9 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
Exclusion from Settlement submitted (whether valid or invalid).

10 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
11 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
12 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
13 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
14 and/or PAGA Paychecks received and/or resolved, and checks mailed for Individual Class
15 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
16 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
of all Requests for Exclusion and objections received.

17 8.8.4 Work Week and/or PAGA Paycheck Challenges. The Administrator has
18 the authority to address and make final decisions consistent with the terms of this Agreement on
19 all Class Member challenges over the calculation of Work Weeks and/or PAGA Paychecks. The
Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

20 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
21 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
22 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
23 for filing in Court attesting to its due diligence and compliance with all of its obligations under
24 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
25 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
26 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
27 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

1 for filing the Administrator's declaration(s) in Court.

2 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
3 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
4 and Defense Counsel with a final report detailing its disbursements by employee identification
5 number only of all payments made under this Agreement. At least 15 days before any deadline
6 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
7 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
8 payments required under this Agreement. Class Counsel is responsible for filing the
9 Administrator's declaration in Court.

10 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on their records,
11 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,339 Class
12 Members and 43,893 Total Work Weeks during the Class period and (2) there were 641
13 Aggrieved Employees who received 9,144 PAGA Paychecks during the PAGA Period. If the
14 Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds the
15 referenced 43,893 Work Weeks and/or 1,339 Class Members by more than 10.00%, the Gross
16 Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service
17 Payments, and the LWDA payment, will increase proportionally according to the number of
18 additional Work Weeks or Class Members, whichever results in a higher increase in the Gross
19 Settlement Amount. Alternatively, Defendant may elect to end the Class Period on the date on
20 which the number of workweeks reached 43,893.

21 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
22 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
23 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
24 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
25 whatsoever, and that neither Party will have any further obligation to perform under this
26 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
27 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
28 Court of their election to withdraw not later than 7 days after the Administrator sends the final
Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared
Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement

1 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
2 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
3 Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later
4 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
5 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
disagreements concerning the Motion for Final Approval.

6 11.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Participating Class Member, including the right to file responsive documents in Court
8 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
9 by the Court.

10 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the scope of
12 release to be granted by Class Members), the Parties will expeditiously work together in good
13 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
14 Approval. The Court’s decision to award less than the amounts requested for the Class
15 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

17 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
18 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
19 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.

20 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
21 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
22 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
23 respective counsel, and all Participating Class Members who did not object to the Settlement as
24 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
25 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
26 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
27 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

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
4 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
5 material modification of this Agreement (including, but not limited to, the scope of release to be
6 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
10 the Court's award of the Class Representative Service Payments or any payments to Class
11 Counsel shall not constitute a material modification of the Judgment within the meaning of this
12 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

16 **13. ADDITIONAL PROVISIONS.**

17 13.1 No Admission of Liability, Class Certification or Representative Manageability
18 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
19 claims. Nothing in this Agreement is intended or should be construed as an admission by
20 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
21 have any liability for any claims asserted; nor should it be intended or construed as an admission
22 by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
23 certification and representative treatment is for purposes of this Settlement only. If, for any reason
24 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
25 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
26 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
27 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
28 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,

1 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
2 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
3 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
4 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
5 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
6 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
7 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
8 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
9 government agency.

10 Each Party agrees to immediately notify each other Party of any judicial or agency
11 order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and
12 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
13 communication, before the filing of the Motion for Preliminary Approval, any with third party
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
16 communications with Class Members in accordance with Class Counsel's ethical obligations
17 owed to Class Members.

18 13.3 No Solicitation. The Parties separately agree that they and their respective
19 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
20 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
21 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
24 Agreement shall constitute the entire agreement between the Parties relating to the Settlement,
25 superseding any and all oral representations, warranties, covenants, or inducements made to or
26 by any Party.

27 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
28 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
to effectuate its terms, and to execute any other documents reasonably required to effectuate the
terms of this Agreement including any amendments to this Agreement.

1 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
2 use their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
4 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
5 the form or content of any document necessary to implement the Settlement, or on any
6 modification of the Agreement that may become necessary to implement the Settlement, the
Parties will seek the assistance of a mediator and/or the Court for resolution.

7 13.7 No Prior Assignments. The Parties separately represent and warrant that they
8 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
10 action, or right released and discharged by the Party in this Settlement.

11 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense
12 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
13 Settlement be relied upon as such within the meaning of United States Treasury Department
Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
15 amended, modified, changed, or waived only by an express written instrument signed by all
16 Parties or their representatives, and approved by the Court.

17 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
18 inure to the benefit of, the successors of each of the Parties.

19 13.11 Applicable Law. All terms and conditions of this Agreement will be governed by
20 and interpreted according to the internal laws of the state of California, without regard to conflict
of law principles.

21 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
basis that the Party was the drafter or participated in the drafting.

23 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
27 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
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1 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
2 connection with the Settlement, may be used only with respect to this Settlement, and no other
3 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
4 or rule of court. Not later than 90 days after the date when the Court discharges the
5 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
6 funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
7 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
8 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
10 is inserted for convenience of reference only and does not constitute a part of this Agreement.

11 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 13.17 No Publicity. Plaintiffs and Plaintiff's Counsel will not (a) issue any press or
16 other media release, (b) initiate any contact with the press, other media (including social media),
17 or any third party, (c) respond to any inquiry from the press, or media, or (d) have any
18 communication with the press, other media about the Action, including, but not limited to the
19 fact, amount, and/or terms of the Settlement, either before or after the Court approves this
20 Agreement. Plaintiff and Plaintiff's Counsel agree to keep the terms of the Settlement
21 confidential, except as reasonably necessary to obtain judicial approval of the Settlement,
22 including as appropriate in the Parties' anticipated Joint Motion.

23 To the extent limited public disclosures are required to effectuate the Settlement or to notify the
24 courts or parties in any pending, related proceeding, such limited and necessary details may be
25 revealed with the consent of all Parties. However, any such disclosures shall not constitute a
26 waiver of confidentiality with respect to any information not publicly disclosed.

27 13.18 Notice. All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the
third business day after mailing by United States mail, or the day sent by email or messenger,
addressed as follows:

To Plaintiff:
Orion S. Robinson, Esq.
Robinson Di Lando, A Professional Law Corporation
801 South Grand Avenue
Suite 500
Los Angeles, CA 90017
orobinson@rdwlaw.com

To Defendant:
Allan Gomes, Esq.
Anderies & Gomes
505 Montgomery Street, Floor 11
San Francisco, CA 94111
agomes@andgolaw.com

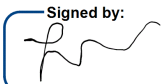
13.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

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

[Signature Page to Follow]

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Dated: March 17, 2025

Signed by:

By: 3B9562A0501940E...
Kayla Jade Valenzuela

Dated: March __, 2025

By: _____
Britany Marticorena

Dated: March __, 2025

By: _____
Daniel Madrid

Dated: March __, 2025

By: _____
Olivia Matley

Dated: March __, 2025

By: _____
Aaliyah Taylor

Dated: March __, 2025

By: _____
Caitlin Croxford

Dated: March __, 2025

By: _____
Priscila Pena

Dated: March __, 2025

By: _____
Texas De Brazil Rancho Corporation

Dated: March __, 2025

By: _____
Texas De Brazil Carlsbad Corporation

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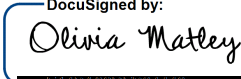
Dated: March __, 2025	By: _____ Kayla Jade Valenzuela
Dated: March ¹⁹ __, 2025	By: DocuSigned by: <i>Britany Marticorena</i> 7F2D84F229E940E... _____ Britany Marticorena
Dated: March __, 2025	By: _____ Daniel Madrid
Dated: March __, 2025	By: _____ Olivia Matley
Dated: March __, 2025	By: _____ Aaliyah Taylor
Dated: March __, 2025	By: _____ Caitlin Croxford
Dated: March __, 2025	By: _____ Priscila Pena
Dated: March __, 2025	By: _____ Texas De Brazil Rancho Corporation
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Dated: March __, 2025 By: _____
Britany Marticorena

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Daniel Madrid

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Olivia Matley

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Aaliyah Taylor

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Caitlin Croxford

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Priscila Pena

Dated: March __, 2025 By: _____
Texas De Brazil Rancho Corporation

Dated: March __, 2025 By: _____
Texas De Brazil Carlsbad Corporation

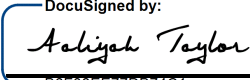
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Dated: March __, 2025 By: _____
Kayla Jade Valenzuela

Dated: March __, 2025 By: _____
Britany Marticorena

Dated: March __, 2025 By: _____
Daniel Madrid

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Olivia Matley

Dated: March ¹⁹ __, 2025 By:  _____
Aaliyah Taylor

Dated: March __, 2025 By: _____
Caitlin Croxford

Dated: March __, 2025 By: _____
Priscila Pena

Dated: March __, 2025 By: _____
Texas De Brazil Rancho Corporation

Dated: March __, 2025 By: _____
Texas De Brazil Carlsbad Corporation

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Kayla Jade Valenzuela

Dated: March __, 2025

By: _____
Britany Marticorena

Dated: March __, 2025

By: _____
Daniel Madrid

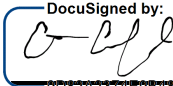
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Dated: March 17, 2025

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Caitlin Croxford

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Priscila Pena

Dated: March __, 2025

By: _____
Texas De Brazil Rancho Corporation

Dated: March __, 2025

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Texas De Brazil Carlsbad Corporation

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Britany Marticorena

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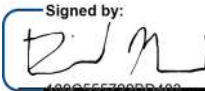
Dated: March __, 2025 By: _____
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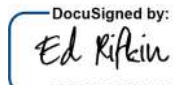
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Texas De Brazil Corporation

ROBINSON DI LANDO

Dated: March 27, 2025

OR
By: _____
MICHAEL C. ROBINSON, Attorneys
for Plaintiff(s),

ANDERIES & GOMES LLP

3/26/2025 | 1:47 PM PDT
Dated: March __, 2025

DocuSigned by:
Allan Gomes
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By: _____
ALLAN GOMES, Attorneys for
Defendants

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