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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

CHRISTINA BATERINA PADA
MORALES, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

MILLBRAE CARE CENTER, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 23-CIV-04710

[Assigned for all purposes to the Hon.
Nicole S. Healy in Dept. 28]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: October 6, 2023

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Christina Baterina Pada Morales (“Plaintiff”) and defendant Millbrae Care
3 Center, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Morales v. Millbrae Care Center, LLC, et al.*, Case No. 23-CIV-04710,
8 initiated on October 6, 2023, and pending in Superior Court of the State of California, County of
9 San Mateo.

10 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity
11 the Parties have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
17 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
18 Period.

19 1.5. “Class” means all persons employed by Defendant in California and classified as a non-
20 exempt, hourly-paid employee who worked for Defendant during the Class Period.

21 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
22 P.C.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
24 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
27 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
28 last known telephone number(s); (4) last known Social Security Number(s); ; (5) Workweeks,

1 and (6) Pay Periods. In calculating Pay Periods and Workweeks, Defendant shall rely on the
2 number of paychecks including regular hours issued to given Class Members during the time
3 periods relevant to the definition of Pay Periods and Workweeks, respectively.

4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
5 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
6 Class Member who qualifies as an Aggrieved Employee).

7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods and
9 means including, but not limited to, the National Change of Address database, skip traces, and
10 direct contact by the Administrator with Class Members.

11 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
13 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
14 A and incorporated by reference into this Agreement.

15 1.12. “Class Period” means the period from October 6, 2019 through January 8, 2025.

16 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
17 seeking Court approval to serve as a Class Representative.

18 1.14. “Class Representative Service Payment” means the payment to the Class Representative
19 for initiating the Action and providing services in support of the Action.

20 1.15. “Court” means the Superior Court of California, County of San Mateo.

21 1.16. “Defendant” means named defendant Millbrae Care Center, LLC.

22 1.17. “Defense Counsel” means José-Manuel A. de Castro and David G. Larmore of De
23 Castro Law Group, P.C.

24 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
25 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
26 latest of the following occurrences: (a) if no Participating Class Member objects to the
27 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
28 objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or 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 \$350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees 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.

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

1.25. “Judgment” means the judgment entered by the Court based upon 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 Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on issuance to said Aggrieved Employee of a pay check for said pay period reflecting payment of wages associated with a positive number of regular hours worked in said pay period..

1.31. “PAGA Period” means the period from October 6, 2022 through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiff’s October 6, 2023, letter to defendant and the LWDA, 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 (\$8,750,00) and the 75% to the LWDA (\$26,250.00) 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 Christina Bateria Pada 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: Defendant, and each of their former, present and future owners,

1 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
2 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
3 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

4 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be
5 excluded from the Class Settlement signed by the Class Member.

6 1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
7 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
8 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
9 Settlement. Class Members to whom Notice Packets are resent after having been returned
10 undeliverable to the Administrator shall have an additional 15 days beyond the Response
11 Deadline has expired.

12 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
13 Judgment.

14 1.45. “Workweek” means any week during which a Class Member worked for Defendant,
15 which shall be estimated on the basis of number of pay checks reflecting payment of wages
16 associated with a positive number of regular hours worked in said pay period issued to said Class
17 Member during the Class Period times 1.65 (representing the estimated average number of
18 workweeks worked per pay period worked)..

19 **2. RECITALS**

20 2.1. On October 6, 2023, Plaintiff commenced this Action by filing a class action complaint
21 against Defendant in the Superior Court of California, County of San Mateo, Case No. 23-CIV-
22 04710, for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal
23 periods (and/or premium pay in lieu thereof); failure to provide rest periods (or premium pay in
24 lieu thereof); waiting time penalties; wage statement violations; failure to timely pay wages;
25 failure to indemnify; and unfair competition (“Class Action”).

26 2.2. Also on October 6, 2023, Plaintiff filed with the LWDA and served on Defendant a notice
27 under Labor Code Section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
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1 recover civil penalties on behalf of PAGA Employees for various Labor Code violations (“PAGA
2 Notice”).

3 2.3. After sixty-five (65) days had passed without any communication or action by the LWDA
4 with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff intended to file
5 a representative action under the Private Attorneys’ General Act (PAGA) against Defendant
6 outlining the claims alleged in the PAGA Notice (“PAGA Action”).

7 2.4. On January 5, 2024, Plaintiff filed a First Amended Complaint in the Superior Court of
8 California, County of San Mateo, Case No. 23-CIV-04710, in the Class Action matter, adding
9 all allegations Plaintiff intended to pursue in the PAGA Action (hereinafter, the “Action”). The
10 First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

11 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

12 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) 100% of time
13 records from July 1, 2021 to June 30, 2024 for all class members; (b) 100% payroll records from
14 October 2019 to June 30, 204 for all class members; (c) the July 2019, December 2020, March
15 2024, and April 2024 Employee Handbook; (d) a purported First Meal Waiver and Second Meal
16 Waiver Policies; and (e) Plaintiff’s time and payroll records.

17 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
18 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
19 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

20 2.8. On November 8, 2024, the Parties participated in an all-day mediation presided over by
21 Tagore Subramaniam, Esquire. The mediation was successful, and the Parties agreed to globally
22 resolve all class and PAGA claims in the Action.

23 2.9. The Court has not granted class certification.

24 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
25 other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.
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3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promise to pay \$350,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has 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 Defendant.

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:

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$122,500.00 and a Class Counsel Litigation

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

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
23 \$7,490.00 except for a showing of good cause and as approved by the Court. To the
24 extent the Administration Expenses are less or the Court approves payment less than
25 \$7,490.00 the Administrator will retain the remainder in the Net Settlement Amount.

26 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
28 by all Participating Class Members during the Class Period and (b) multiplying the result

by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 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 \$35,000.00 to be paid from the Gross Settlement Amount, with 75% (\$26,250.00) allocated to the LWDA PAGA Payment and 25% (\$8,750.00) 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 (\$8,750.00) 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 Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 327 Class Members who collectively worked a total of 17,500 Workweeks, and 200 of Aggrieved Employees who worked a total of 4,777 PAGA Pay Periods.

4.2. Class Data. Not later than thirty (30) days after execution of the Settlement Agreement, Defendant 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. Defendant has a continuing duty to immediately notify Class Counsel 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 Defendant 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. Defendant shall fund the Gross Settlement Amount by making thirty (30) monthly payments. Specifically, Defendant shall make thirty (30) equal monthly payments to an escrow account established by the Administrator for the purposes of the settlement reflected in this Agreement beginning with a first payment due thirty (30) days following notice to Defendant of the Administrator's establishment of said escrow account and continuing thereafter for thirty (30) months until the full Gross Settlement is funded. Final payment should occur no later than August 1, 2027. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 7 days after fully funding the Gross Settlement Amount. In the event

1 Defendant fails to make a monthly payment, Plaintiff shall provide Notice of Breach to
2 Defendant's counsel via e-mail, Defendant shall have 7 calendar days following such notice to
3 provide the missing payment to the Administrator. Should Defendant fail to make payment
4 within 7 calendar days following a notice of breach, then the total Gross Settlement Amount and
5 employer taxes shall become due immediately the day following the expiration of the 7 calendar
6 day window. In the event the settlement reflected in this Agreement is not approved by the Court
7 or is otherwise voided for any reason, the Administrator shall promptly refund to Defendant all
8 amounts paid by Defendant to the Administrator's escrow account pursuant to this Agreement,

9 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
10 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
11 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
12 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
13 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
14 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
15 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
16 Payments.

17 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S.
19 Mail, postage prepaid. The face of each check shall prominently state the date (not less
20 than 180 days after the date of mailing) when the check will be voided. The
21 Administrator will cancel all checks not cashed by the void date. The Administrator
22 will send checks for Individual Settlement Payments to all Participating Class Members
23 (including those for whom Class Notice was returned undelivered). The Administrator
24 will send checks for Individual PAGA Payments to all Aggrieved Employees including
25 Non-Participating Class Members who qualify as Aggrieved Employees (including
26 those for whom Class Notice was returned undelivered). The Administrator may send
27 Participating Class Members a single check combining the Individual Class Payment
28 and the Individual PAGA Payment. Before mailing any checks, the Settlement

1 Administrator must update the recipients' mailing addresses using the National Change
2 of Address Database.

3 4.4.2. The Administrator must conduct a Class Member Address Search for all other
4 Class Members whose checks are returned undelivered without USPS forwarding
5 address. Within 7 days of receiving a returned check the Administrator must re-mail
6 checks to the USPS forwarding address provided or to an address ascertained through
7 the Class Member Address Search. The Administrator need not take further steps to
8 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
9 The Administrator shall promptly send a replacement check to any Class Member whose
10 original check was lost or misplaced, requested by the Class Member prior to the void
11 date.

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual
13 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
14 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
15 at Work.

16 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
17 not obligate Defendant to confer any additional benefits or make any additional
18 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
19 specified in this Agreement.

20 **5. RELEASE OF CLAIMS**

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

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

1 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
2 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
3 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
4 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
7 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
8 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
9 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

18 5.2. Release by Participating Class Members: For the duration of the Class Period, all
19 Participating Class Members, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
21 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
22 facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages;
23 (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods,
24 or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or
25 compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or
26 resignation; (6) all claims for non-compliant wage statements; (7) failure to reimburse business
27 expenses; and (8) all claims asserted through California Business & Professions Code section
28 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

1 5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination, violation of
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
6 Employees are deemed to release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

10 **6. MOTION FOR PRELIMINARY APPROVAL**

11 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
12 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
13 Approvals.

14 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full
15 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
16 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
17 potential conflicts of interest with the Administrator and Cy Pres Recipient.

18 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
19 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
20 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
21 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
22 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
23 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
24 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
25 to its willingness to serve; competency; operative procedures for protecting the security of Class
26 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
27 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
28 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; (v) a signed declaration from each Class Counsel firm 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)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

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

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

7. SETTLEMENT ADMINISTRATION

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

relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

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.

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and confer,
9 and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as
11 other Class Members, and the Administrator will send, via email or overnight delivery,
12 a Class Notice requiring them to exercise options under this Agreement not later than
13 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
14 ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
17 must send the Administrator, by mail, a signed written Request for Exclusion not later
18 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
19 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
20 from a Class Member or his/her representative that reasonably communicates the Class
21 Member's election to be excluded from the Settlement and includes the Class Member's
22 name, address and email address or telephone number. To be valid, a Request for
23 Exclusion must be timely postmarked by the Response Deadline.

24 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
25 fails to contain all the information specified in the Class Notice. The Administrator
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably
27 ascertain the identity of the person as a Class Member and the Class Member's desire
28 to be excluded. The Administrator's determination shall be final and not appealable or

1 otherwise susceptible to challenge. If the Administrator has reason to question the
2 authenticity of a Request for Exclusion, the Administrator may demand additional proof
3 of the Class Member's identity. The Administrator's determination of authenticity shall
4 be final and not appealable or otherwise susceptible to challenge.

5 7.5.3. Every Class Member who does not submit a timely and valid Request for
6 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
7 to all benefits and bound by all terms and conditions of the Settlement, including the
8 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
9 regardless whether the Participating Class Member actually receives the Class Notice
10 or objects to the Settlement.

11 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and shall not receive an Individual Class Payment or
13 have the right to object to the class action components of the Settlement. Because future
14 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
15 Participating Class Members who are Aggrieved Employees are deemed to release the
16 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
17 PAGA Payment.

18 7.5.5. If the number of valid Requests for Exclusion exceeds 10% of the total of all Class
19 Members, Defendant may, but is not obligated, elect to withdraw from the settlement
20 reflected in this Agreement. The Parties agree that, if Defendant withdraws, this
21 Agreement shall be void *ab initio*, have no force or effect whatsoever, and that neither
22 Party will have any further obligation to perform under this Agreement; provided,
23 however, Defendant will remain responsible for paying all Settlement Administration
24 Expenses incurred prior to Defendant's withdrawal. Defendant must notify Class
25 Counsel and the Court of its election to withdraw not later than seven days after the
26 Administrator notifies Defendant of the Administrator's receipt of a valid and timely
27 Request for Exclusion that causes the total number of such requests received by the
28 Administrator to exceed 10% of the total of all Class Members.

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the absence
7 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
8 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
9 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
10 Periods shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
13 the challenges.

14 7.7. Objections to Settlement

15 7.7.1. Only Participating Class Members may object to the class action components of
16 the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

26 7.7.3. Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be

1 performed or observed by the Administrator contained in this Agreement or otherwise.

2 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
3 and use an internet website to post information of interest to Class Members including
4 the date, time and location for the Final Approval Hearing and copies of the Settlement
5 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
6 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
7 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
8 the Final Approval and the Judgment. The Administrator will also maintain and monitor
9 an email address and a toll-free telephone number to receive Class Member calls and
10 emails.

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

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

1 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all
3 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
4 Administrator's decision shall be final and not appealable or otherwise susceptible to
5 challenge.

6 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement,
10 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
11 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both valid or invalid),
13 the number of written objections and attach the Exclusion List. The Administrator will
14 supplement its declaration as needed or requested by the Parties and/or the Court. Class
15 Counsel is responsible for filing the Administrator's declaration(s) in Court.

16 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 Based on its records, Defendant estimates that, as of the date of this Settlement
26 Agreement, (1) there are 327 Class Members and 17,500 Total Workweeks during the Class
27 Period and (2) there are 200 Aggrieved Employees who worked 4,777 Pay Periods during the
28 PAGA Period.

1 8.1. Increase in Workweeks. Defendant represents that there are no more than 17,500
2 Workweeks during the Class Period. In the event the number of Workweeks during the Class
3 Period would exceed 17,500 by more than 5%, or 825 Workweeks, then the Gross Settlement
4 Amount shall be increased proportionally by the Workweeks in excess of 17,500 Workweeks
5 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the
6 originally agreed-upon Gross Settlement Amount (\$350,000.00) by 17,500, which amounts to a
7 Workweek Value of \$20.00. Thus, for example, should there be 20,000 Workweeks in the Class
8 Period, then the Gross Settlement Amount shall be increased by \$50,000.00 ((20,000 Workweeks
9 – 17,500 Workweeks) x \$20.00 per Workweek.)

10 **9. MOTION FOR FINAL APPROVAL**

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

18 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in Court no
20 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
21 by the Court.

22 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope of
24 release to be granted by Class Members), the Parties will expeditiously work together in good
25 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
26 Approval. The Court’s decision to award less than the amounts requested for the Class
27 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
28 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for

1 alleged wrongful termination, shall not constitute a material modification to the Agreement
2 within the meaning of this paragraph.

3 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
5 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
6 and (iii) addressing such post-Judgment matters as are permitted by law.

7 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
9 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
10 respective counsel, and all Participating Class Members who did not object to the Settlement as
11 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
13 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
14 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of release to be granted
21 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
24 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
25 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
26 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
27 as long as the Gross Settlement Amount remains unchanged
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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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves 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 Defendant's 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, Defendant 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 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or

1 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
2 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
3 other communication, before the filing of the Motion for Preliminary Approval, any with third
4 party regarding this Agreement or the matters giving rise to this Agreement except to respond
5 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
6 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
7 obligations owed to Class Members.

8 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
11 ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

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

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

9 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed or agreed to by all
11 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
13 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
14 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
15 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
16 the use of signatures previously provided by the Parties.

17 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting

25 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement

28 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code

§1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

11.17. 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.

11.18. 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.

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 Defendant’s 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:

Christina Baterina Pada Morales

04/14/2026

Plaintiff, Christina Baterina Pada Morales

For Defendant, Millbrae Care Center, LLC

AGREED AS TO FORM ONLY:

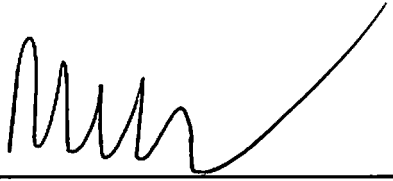
Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

José-Manuel A. de Castro
David G. Larmore
Counsel for Defendant

1 **IT IS SO AGREED:**

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3 Plaintiff, Christina Baterina Pada Morales


4 Ronald Mayer, Manager
5 For Defendant, Millbrae Care Center, LLC

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10 **AGREED AS TO FORM ONLY:**

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12 David D. Bibiyan
13 Vedang J. Patel
14 Counsel for Plaintiff

Jose-Manuel
A. de Castro

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Manuel A. de Castro
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David G. Larmore
Counsel for Defendant