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[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

REBECCA ARNETT, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

TRADITIONS HEALTH LLC, a Delaware
limited liability company; MARY
BRACKETT, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CVRI2305219

*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: October 2, 2023
Trial Date: None Set.

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11 Attorneys for Plaintiff, Rebecca Janell Arnett
12 and all others similarly situated
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1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Rebecca Arnett, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendant Traditions Health, LLC, and is
4 approved by their respective counsel of record, subject to the terms and conditions hereof and the
5 Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Rebecca Arnett, et al.*
8 *v. Traditions Health LLC, et al.* Riverside County Superior Court, Case No. CVRI2305219.

9 2. "PAGA Action" or "PAGA Lawsuit" means and refers to the case entitled
10 *Rebecca Arnett, et al. v. Traditions Health LLC, et al.*, Riverside County Superior Court, Case
11 No. CVSW2310524.

12 3. "Actions" or "Lawsuits" means and refers to the Action and the PAGA Action,
13 collectively.

14 4. "Aggrieved Employee(s)" means all current and former nonexempt (hourly paid)
15 employees employed by Defendant in California during the PAGA Period.

16 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
17 Action and PAGA Settlement Agreement.

18 6. "Class" is defined all current and former nonexempt (hourly paid) employees
19 employed by Defendant in California during the Class Period.

20 7. "Class Member(s)" refers to individual member(s) of the Class.

21 8. "Class Counsel" refers to David P. Bibiyan and Vedang J. Patel of Bibiyan Law
22 Group, P.C.

23 9. "Class Data" means a complete list that Defendant will diligently and in good
24 faith compile from their records and provide to the Settlement Administrator on one spreadsheet
25 which shall include, for each Class Member: the individual's full name; last known address; last
26 known telephone number; Social Security Number; and workweek data (including time and pay
27 records) from the PAGA Period and the Class Period.

28 10. "Class Period" is deemed to be from October 2, 2019, through the earlier of

1 either: (i) the date the Motion for Preliminary Approval is granted by the Court; or (ii) December
2 24, 2024.

3 11. “Complaint” refers to the operative Complaint in the Action, which pleads class
4 action claims.

5 12. “PAGA Complaint” refers to the operative Complaint in the PAGA Action, which
6 pleads PAGA representative claims.

7 13. “Court” (or “Judge”) means the California Superior Court, County of Riverside.

8 14. “Defendant” means and refers to Defendant Traditions Health, LLC.

9 15. “Defendant’s Counsel” or “Defense Counsel” means and refers to Seyfarth Shaw
10 LLP.

11 16. “Effective Date” means the date the Court’s order approving the settlement and
12 judgment thereon becomes final. For purposes of the Settlement Agreement, the Court’s
13 Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the
14 time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment
15 (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the
16 date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date
17 of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on
18 review of any court of appeal decision relating to the Judgment.

19 17. “Escalator Clause:” Defendant represents that there are approximately 585 Class
20 Members, who collectively worked a total of approximately 42,163 Workweeks from October 2,
21 2019 through September 24, 2024 (the date of mediation). If the total count of Workweeks (as
22 contained in the Class Data) exceeds 46,380, then the Settlement Amount shall increase by
23 \$35.57 (\$1,500,000 divided by 42,163) for each additional Workweek above 46,380.
24 Alternatively, Defendant may, at its sole option and in lieu of payment for additional Workweeks
25 above 46,380, choose to cut off the end dates for the Class Period as of the date on which the
26 number of workweeks reaches 46,380.

27 18. “Final Approval” refers to the order of the Court granting final approval of this
28 Settlement Agreement and entering a judgment approving this Agreement on substantially the

terms provided herein or as may be modified by subsequent agreement of the Parties.

19. “Individual Class Payment” refers to each Participating Class Member’s share of the Net Settlement Amount, as further discussed in Paragraph 50(c) below.

20. “Individual PAGA Payment” refers to each Aggrieved Employee’s share of the PAGA Penalties, as further discussed in Paragraph 50(c) below.

21. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(b) below.

22. “Notice” means the notice of proposed class settlement that will be sent to Class Members, and which will advise each Class Member of the settlement and estimated Individual Class and PAGA Payments, and will further advise of the setting of a Final Approval Hearing.

23. “Notice Packet” means the Notice, Request for Exclusion Form, the Objection Form, and the Dispute Form to be sent to all Class Members.

24. “Objecting Class Member” means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c) below.

25. “PAGA Penalties” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well as the individual PAGA payment allocated to each Aggrieved Employee.

26. “PAGA Period” is deemed to be any time during the period of October 7, 2022, through the end of the Class Period.

27. “Participating Class Member” means any and all Class Members who are deemed to participate and receive an Individual Class Payment and do not opt-out by submitting timely valid Requests for Exclusion.

28. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

29. “Plaintiff” or “Class Representative” means and refers to Plaintiff Rebecca Arnett.

30. “Preliminary Approval Date” means the date the Court approves the Settlement

1 Agreement and enters the Preliminary Approval Order.

2 31. "Preliminary Approval Order" means the judicial Order to be entered by the
3 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
4 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the
5 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
6 approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees
7 and costs. Provided that the motion is consistent with the terms herein, Defendant will not object
8 to Plaintiff's motion for preliminary approval but will be provided with an opportunity to review
9 and comment upon the motion before it is filed.

10 32. "QSF" means the Qualified Settlement Fund set up by the Settlement
11 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and
12 from which the settlement payments shall be made.

13 33. "Released Class Claims" by the Participating Class Members upon Final
14 Approval of the Settlement will include all claims that were made or that could have been made
15 based on the factual allegations set forth in the Complaint and PAGA Complaint, including, but
16 not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time
17 wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind
18 during employment under the California Labor Code, IWC Wage Orders, the Federal Labor
19 Standards Act, or common law; (2) failure to pay minimum wages; (3) failure to provide meal
20 periods or properly pay meal period premiums; (4) failure to authorize and permit rest periods or
21 properly pay rest period premiums; (5) failure to pay final wages due at separation; (6) failure to
22 provide accurate and itemized wage statements; (7) failure to timely pay wages during
23 employment; (8) failure to reimburse for necessary business expenditures, including, but not
24 limited to, cell phone expenses, vehicle expenses, and uniform expenses; (9) claims arising from
25 the failure to pay at the regular rate of pay; (10) untimely payment of wages during employment;
26 (11) claims arising from paid time off, including vacation; (12) claims brought under Business &
27 Professions Code Section 17200 et seq. including, but not limited to, all claims for unfair,
28 unlawful, and harmful conduct to Class Members, the general public, and Defendant's

competitors, and claims of unlawfully gaining an unfair advantage over other businesses; (13) Labor Code violations by Defendant arising out of or related to events alleged in any Complaint, including, but not limited to, Labor Code Sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247.5, 248, 248.5, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1197.4, 1198.5, 2800, 2802, and 2810.5, and the applicable California Wage Order; (14) penalties of any nature, including waiting time penalties and wage statement penalties; (15) interest; and (16) attorneys' fees and costs. The time period governing the Released Class Claims shall be any time during the Class Period.

34. "Released PAGA Claims" means any and all PAGA Claims that Plaintiff alleged or could have alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and the PAGA Complaint, including but not limited to the following claims and theories under PAGA: (1) failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment under the California Labor Code, IWC Wage Orders, the Federal Labor Standards Act, or common law; (2) failure to pay minimum wages; (3) failure to provide meal periods or properly pay meal period premiums; (4) failure to authorize and permit rest periods or properly pay rest period premiums; (5) failure to pay final wages due at separation; (6) failure to provide accurate and itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to reimburse for necessary business expenditures, including, but not limited to, cell phone expenses, vehicle expenses, and uniform expenses; (9) claims arising from the failure to pay at the regular rate of pay; (10) untimely payment of wages during employment; (11) claims arising from paid time off, including vacation; (12) PAGA claims for civil penalties due to any Labor Code violations by Defendant arising out of or related to events alleged in any Complaint or PAGA Notice Letter in the Actions, including, but not limited to, Labor Code Sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699 et seq., 2802, and 2810.5, and the applicable California Wage Order; (14) penalties of any nature, including waiting time penalties and wage statement penalties; (15) interest; and (16) attorneys' fees and costs, and claims

covered by the Released Class Claims, against the Released Parties. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

35. “Released Parties” means: (i) Defendant Traditions Health, LLC; (ii) Mary Brackett; and (iii) each of Defendant’s respective officers, directors, employees and agents.

36. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the Class Members.

37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 71(a) below.

38. “Settlement Amount” is \$1,500,000.00, subject to the Escalator Clause and exclusive of Defendant’s obligation to fund its share of payroll taxes owed on Individual Class Payment, as further discussed in Paragraph 50 below.

39. “Service Payment” means the amount approved by the Court to be paid to Plaintiff in addition to her Individual Settlement Payment as a Participating Class Member and Individual PAGA payment as an Aggrieved Employee.

40. “Settlement Administrator” means and refers to Phoenix Class Action Settlement Administration (“Phoenix”), the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

41. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

42. “Workweeks” in the context of a Class Members means any and all workweeks

1 during the Class Period during which the Class Member performed work for Defendant for at
2 least one day. Likewise, in the context of Aggrieved Employees, it means any and all weeks
3 worked during the PAGA Period during which the Aggrieved Employee performed work for
4 Defendant for at least one day.

5 **B. General Terms**

6 43. On October 2, 2023, Plaintiff filed the instant class action, alleging that Defendant
7 violated various sections of the Labor Code. On the same day, Plaintiff gave written notice by an
8 online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail
9 to Defendant of the specific provisions of the Labor Code alleged to have been violated,
10 including the facts and theories to support the alleged violations. Then, on December 11, 2023,
11 Plaintiff filed the PAGA Complaint alleging causes of action under PAGA.

12 44. Defendant denies Plaintiff’s claims and allegations and contends that the Action is
13 not suitable for class certification and that Plaintiff cannot represent the allegedly aggrieved
14 employees as claimed in the PAGA Action.

15 45. Plaintiff believes she can proceed with the representative and class claims, that
16 the Actions are meritorious, and that class certification is appropriate.

17 46. The Parties have conducted a thorough investigation into the facts of the Actions.
18 This includes conducting an extensive exchange of informal discovery prior to mediation. Class
19 Counsel is both knowledgeable about and has done extensive research with respect to the
20 applicable law and potential defenses to the claims of the Class. Class Counsel has diligently
21 pursued an investigation of the Class Members’ claims against Defendant. Based on the
22 foregoing data and on their own independent investigation and evaluation, Class Counsel is of
23 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
24 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
25 Members in light of all known facts and circumstances, including the risk of significant delay
26 and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous
27 potential appellate issues.

28 47. On September 24, 2024, the Parties attended a mediation session with Jeffrey A.

1 Ross, Esq., a well-respected wage-and-hour mediator. At the conclusion of mediation, and after
2 extensive arms-length negotiations, Mr. Ross issued a mediator's proposal which was ultimately
3 accepted by the Parties.

4 48. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
5 to be performed or judgment to be entered pursuant to the terms of the Settlement and
6 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
7 any statute or law or liability on the claims or allegations in the Actions.

8 49. Stipulation for Class Certification. For settlement purposes only, Defendant
9 stipulates that the Class Members described herein who do not make a Request for Exclusion
10 from the Class may be conditionally certified as a Class. This stipulation to certification is in no
11 way an admission that class action certification is proper and shall not be admissible in this
12 action except for the sole purposes of enforcing this Agreement. Should, for whatever reason,
13 the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the
14 Settlement shall become null and void ab initio and shall have no bearing on, and shall not be
15 admissible in the Actions in connection with, the issue of whether certification would be
16 appropriate in a non-settlement context. Defendant expressly reserves its rights and declare that
17 it would continue to oppose class certification and the substantive merits of the case should the
18 Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will
19 continue to pursue class certification and a trial should the Court fail to issue Final Approval.

20 **C. Terms of Settlement**

21 50. The financial terms of the Settlement are as follows:

22 (a) Settlement Amount: The Parties agree to settle the Actions for the
23 Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay
24 its share of employer-side payroll taxes owed on the wage portion of Individual Class Payments,
25 which is the maximum amount that will be paid by Defendant, and this includes payments to the
26 Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA),
27 Attorneys' Fees and Costs Award, the Service Payment to Plaintiff, and Settlement
28 Administration Costs. The Settlement Amount is a material term of this Agreement. Except as it

1 relates to the Escalator Clause and Defendant's obligation to separately pay its share of payroll
2 taxes, to the extent the Court orders Defendant to pay more than the Settlement Amount as part
3 of this Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify
4 this Agreement.

5 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
6 Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to Plaintiff
7 as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court
8 reduces the Attorneys' Fees and Costs Award, Service Payment, or Settlement Administrator
9 Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the
10 difference shall be placed in the Net Settlement Amount and allocated to the Participating Class
11 Members.

12 (c) Individual Class Payments for the Class will be calculated and apportioned
13 from the Net Settlement Amount based on the number of Workweeks by a Class Member during
14 the Class Period. Each specific Individual Class Payment will be calculated by: (a) dividing the
15 Net Settlement Amount by the total number of Workweeks by all Participating Class Members
16 during the Class Period, and (b) multiplying the result by each Participating Class Members'
17 Workweeks. The entire Net Settlement Amount will be disbursed to all Participating Class
18 Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator
19 shall proportionally increase the Individual Class Payment for each Participating Class Member
20 according to the number of Workweeks, so that the amount actually distributed to Participating
21 Class Members equals one hundred percent (100%) of the Net Settlement Amount.

22 (d) Allocation of Individual Class Payments: The Individual Class Payments
23 to Participating Class Members shall be allocated as twenty percent (20%) as wages subject to
24 withholding of all applicable local, state and federal taxes, and eighty percent (80%) for interest
25 and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from
26 which no taxes will be withheld. The Settlement Administrator will issue to each Participating
27 Class Member (as applicable) an Internal Revenue Service Form W-2 and comparable state
28 forms with respect to the wage allocation and/or a Form 1099 with respect to the penalties and

1 interest allocations.

2 (e) Service Payment to Plaintiff: The amount, if any, awarded to the Plaintiff
3 as a Service Payment will be set by the Court in its discretion, not to exceed \$7,500 in exchange
4 for the service that Plaintiff performed on behalf of the Class. Defendant agrees not to oppose
5 this request. The Service Payment to Plaintiff will be paid out of the Settlement Amount.
6 Plaintiff will be issued an IRS Form 1099 in connection with this payment. Plaintiff shall be
7 solely and legally responsible to pay any and all applicable taxes on this payment. The Parties
8 agree that any amount awarded as the Service Payment to Plaintiff less than the requested
9 amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the
10 Court approve a lesser amount for the Service Payment, the difference shall be added to the Net
11 Settlement Amount to be distributed to the Participating Class Members.

12 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
13 request by Class Counsel to the Court for an award of attorneys' fees of thirty-five percent of the
14 Settlement Amount, plus verified and reasonable litigation costs not to exceed \$30,000.00
15 ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose any contention by Class
16 Counsel that attorneys' fees should be based on the common fund theory. The Attorneys' Fee
17 and Cost Award shall be paid from the Settlement Amount, and, except for this award,
18 Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class
19 Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the
20 difference shall be added to the Net Settlement Amount to be distributed to the Participating
21 Class Members. Any Court order awarding less than the amount sought by Class Counsel shall
22 not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The
23 Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount
24 of attorneys' fees and costs awarded by the Court.

25 (g) Settlement Administration Costs: The fees and other charges of the
26 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$11,000.00,
27 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
28 Administration Costs shall be paid from the increased Settlement Amount, subject to Court

approval), or (2) as otherwise approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that \$40,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, \$30,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 (“PAGA”) and \$10,000 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a Workweek basis, which will be treated as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH

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

18 (k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement.
19 Under no circumstances will any portion of the Settlement Amount revert to Defendant.
20 Participating Class Members and Aggrieved Employees will not have to make a claim to receive
21 an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
22 Individual Class Payment or Individual PAGA Payments will be made directly to each
23 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be
24 responsible for accurately and timely reporting and remittance obligations with respect to
25 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not
26 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set
27 forth herein.

28 (l) Class Counsel and Plaintiff believe that the Settlement is fair and

reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

51. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. The scope of the Released Class Claims is a material term of this Agreement and the Parties agree to comply with the Court's Case Management Order in defining the Released Class Claims. To the extent the Court orders the Parties to modify the scope of the Released Class Claims, the Parties will meet and confer in good faith and attempt to address the Court's concern, but if the Court ultimately orders a material change that will deny Defendant the ability to obtain a release of claims alleged in the Complaint, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement. Alternatively, if Defendant seeks to expand the release beyond the claims alleged in the Complaint, Plaintiff reserves the right to nullify the Settlement.

52. Each Participating Class Member will be deemed to have made the foregoing release as if by manually signing it.

53. Plaintiff, on behalf of herself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Actions are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiff, on behalf of herself and the Class, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. Release of PAGA Claims

54. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount, Plaintiff – in her individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released

PAGA Claims for the PAGA Period.

55. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

56. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Release by Plaintiff

57. Plaintiff does hereby, for herself and her spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment (the "Plaintiff's Claims").

58. Without limiting the generality of the foregoing, this general release by Plaintiff includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status;

claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, the California Wage Payment Act, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (1) failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment under the California Labor Code, IWC Wage Orders, the Federal Labor Standards Act, or common law; (2) failure to pay minimum wages; (3) failure to provide meal periods or properly pay meal period premiums; (4) failure to authorize and permit rest periods or properly pay rest period premiums; (5) failure to pay final wages due at separation; (6) failure to provide accurate and itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to reimburse for necessary business expenditures, including, but not limited to, cell phone expenses, vehicle expenses, and uniform expenses; (9) claims arising from the failure to pay at the regular rate of pay; (10) untimely payment of wages during employment; (11) claims arising from paid time off, including vacation; and (12) all other penalties recoverable for such claims under PAGA.

59. Plaintiff agrees that there is a risk that any injury that she may have suffered by reason of the Released Parties' relationship with them might not now be known, and there is a

1 further risk that said injuries, whether known or unknown at the date of this Settlement
2 Agreement, might possibly become progressively worse, and that as a result thereof further
3 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
4 discharge the Released Parties and understands that, by the execution of this Settlement
5 Agreement, no further claims for any such injuries that existed at the time of the execution of this
6 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
7 period from the beginning of time to the execution of this Settlement Agreement. Nothing in this
8 paragraph is intended to apply to worker's compensation claims.

9 60. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
10 Section 1542 of the Civil Code of the State of California and does so understanding and
11 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
12 of the State of California states:

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

18 Plaintiff acknowledges and agrees that this knowing and voluntary waiver is an essential
19 and material term of this Settlement Agreement, and the Settlement Agreement would not have
20 been entered into without such a waiver.

21 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
22 full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this
23 Settlement Agreement is intended to include in its effect, without limitation, all claims that
24 Plaintiff knew of, as well as all claims that she does not know or suspect to exist in her favor
25 against the Released Parties, or any of them, for the time period from the beginning of time to the
26 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
27 extinguishment of any such Plaintiff's claims. Notwithstanding the above, the general release by
28 Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment

benefits, or other claims that may not be released by law.

G. Interim Stay of Proceedings

61. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Actions except such as are necessary to effectuate the Settlement.

H. Notice Process

62. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice Packet, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

63. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

64. Class Data. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file

1 with the U.S. Postal Service’s National Change of Address List. The Class Data provided to the
2 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
3 except as required by applicable tax authorities, pursuant to Defendant’s express written consent,
4 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
5 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
6 the Actions and Settlement.

7 65. Total Workweeks. At least five (5) calendar days prior to mailing the Notice
8 Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense
9 Counsel containing a preliminary calculation of all payments to be paid from the Settlement
10 Amount, including the estimated Individual Class Payments to each Class Member and
11 Individual PAGA Payments to each Aggrieved Employee (a person’s name shall be redacted and
12 a control number used in place of the name). In the event that the total Workweeks worked by
13 all Class Members triggers the Escalator Clause, the Settlement Administrator shall notify the
14 Parties of the increased Settlement Amount, and shall modify the Notice (where needed) to
15 reflect the increased Settlement Amount and related increased payments from the Settlement
16 Amount, or the revised Class Period, including increased Attorneys’ Fees and Costs and any
17 increased Settlement Administration Costs (if applicable), all of which shall be subject to Court
18 approval.

19 66. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
20 Settlement Administrator to the Class Members, by first class mail, in English and Spanish,
21 within ten (10) calendar days following the Settlement Administrator’s receipt of the Class Data.
22 For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form,
23 an Objection Form, and a Dispute Form. The Settlement Administrator shall use standard
24 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
25 envelopes are returned.

26 67. Returned Notice Packets. The Settlement Administrator will take steps to ensure
27 that the Notice Packet is received by all Class Members, including utilization of the National
28 Change of Address Database maintained by the United States Postal Service to review the

1 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class
2 Member for whom an updated address is located within ten (10) calendar days following both
3 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
4 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
5 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
6 the Response Deadline or fifteen (15) calendar days after the remailing of the Notice Packet.

7 68. Presumption Regarding Receipt of Notice Packet. It will be conclusively
8 presumed that if an envelope has not been returned to Settlement Administrator by the Response
9 Deadline that the Class Member received the Notice Packet.

10 69. Disputes Regarding Class Data. Class Members are deemed to participate in the
11 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
12 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
13 Payment and Individual PAGA Payment, as well as the number of Workweeks during the Class
14 Period and the PAGA Period. Class Members may dispute their Workweeks by timely
15 submitting evidence to the Settlement Administrator. Defendant's records will be presumed
16 determinative absent reliable evidence to rebut Defendant's records, but the Settlement
17 Administrator will evaluate the evidence submitted by the Class Member and provide the
18 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
19 faith about the evidence to determine the Class Member's actual number of Workweeks, and
20 estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are
21 unable to agree, they agree to submit the dispute to the Court to render a final decision. Class
22 Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks
23 Worked, object or opt out, unless extended by the Court.

24 70. Declaration of Due Diligence. The Settlement Administrator shall provide
25 counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of
26 due diligence and proof of mailing with regard to the mailing of the Notice Packet.

27 71. Class Members' Rights. Each Class Member will be fully advised of the
28 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion

1 from the Class Claims portion of the Settlement. The Notice Packet will inform the Class
2 Members of the Court-established deadlines for filing objections or requesting exclusion from
3 the Settlement in accordance with the following guidelines:

4 (a) Requests for Exclusion from Class. Any Class Member, other than
5 Plaintiff, may request to be excluded from the Class by completing the Request for Exclusion
6 Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the
7 Settlement Administrator and postmarked on or before the Response Deadline in order to be
8 timely, unless the Parties otherwise agree in writing. Any such Request must be made in
9 accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
10 attach each Request for Exclusion to its declaration of due diligence and file with the Court prior
11 to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance
12 with these requirements: (i) will not have any rights under this Agreement, including the right to
13 object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments
14 under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any
15 Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject
16 to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual
17 PAGA Payment. All Parties and their counsel, including Defendant and their agents and
18 employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through
19 any means.

20 (b) Binding Effect on Participating Class Members. All Participating Class
21 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
22 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
23 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
24 Settlement.

25 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
26 does not submit a valid and timely Request for Exclusion may object to the terms of this
27 Agreement by completing the Objection Form provided within the Notice Packet. Any Class
28 Member that intends to object must mail the Objection Form to the Settlement Administrator.

1 The Objection Form must be postmarked on or before the Response Deadline in order to be
2 timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made
3 in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
4 provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt,
5 and the Settlement Administrator shall attach the same to its declaration of due diligence and file
6 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files
7 an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff
8 and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class
9 Member and/or his or her counsel related to any objections to the Settlement. Submitting an
10 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
11 preserved by becoming a party of record by timely and properly intervening or filing a motion to
12 vacate the judgment under Code of Civil Procedure § 663.

13 (d) Failure to Object. Any Class Member who does not timely and properly
14 become a party of record by intervening or filing a motion to vacate the judgment waives any
15 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
16 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
17 under California Code of Civil Procedure § 473, and extraordinary writs.

18 (e) Responses to Objections. Counsel for the Parties may file a response to
19 any objections submitted by Objecting Class Members at least five (5) court days before the date
20 of the Final Approval Hearing.

21 (f) Class Members will have until the Response Deadline to object or submit
22 a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
23 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
24 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
25 Counsel or Defense Counsel.

26 72. Funding of the Settlement Amount. Defendant shall deposit the Settlement
27 Amount with the Settlement Administrator within thirty (30) calendar days after the Effective
28 Date.

1 73. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
2 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
3 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
4 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
5 Payment to the Plaintiff, the payment to the LWDA for its portion of the PAGA Penalties, and
6 will pay itself the Settlement Administration Costs.

7 74. Deadline for Cashing Settlement Checks. Participating Class Members and
8 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
9 Administrator to cash their settlement checks. The release will be binding upon all Participating
10 Class Members who do not cash their checks within the 180-day period. In the event that any
11 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
12 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
13 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
14 Counsel of the results. If a new address is located by these means, the Administrator will have
15 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
16 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
17 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
18 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
19 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
20 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
21 payment on such check. If the check in question has not been negotiated prior to the stop
22 payment order, the Settlement Administrator will issue a replacement check.

23 a. If any Participating Class Member's check is not cashed within the time
24 periods noted above, the check will be void and a stop-payment will be issued, and the
25 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
26 Office in the name of the Class Member.

27 b. If any Aggrieved Employee's check is not cashed within the time periods
28 noted above, the check will be void and a stop-payment will be issued, and the Settlement

1 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
2 name of the Aggrieved Employee.

3 **I. Duties of the Parties Prior to the Court's Approval**

4 75. Promptly after execution of this Agreement, Plaintiff will move the Court for
5 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
6 accomplishing the following:

7 (a) Scheduling the Final Approval Hearing on the issue of whether this
8 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
9 and a hearing on fees, costs and the Service Payments;

10 (b) Approving as to form and content the proposed Notice Packet;

11 (c) Directing the mailing of the Notice Packet by first class mail to the Class
12 Members;

13 (d) Preliminarily approving this Settlement;

14 (e) Preliminarily certifying the class for purposes of this Settlement; and

15 (f) Advising the LWDA of the proposed Settlement.

16 **J. Duties of the Parties Following Court's Final Approval**

17 76. In connection with the Final Approval Hearing provided for in this Agreement,
18 Class Counsel shall submit a proposed Final Approval Order:

19 (a) Approving the Settlement, adjudging the terms thereof to be fair,
20 reasonable and adequate, and directing consummation of its terms and provisions;

21 (b) Approving Class Counsel's application for an award of attorneys' fees and
22 reimbursement of litigation costs and expenses, the Service Payment to the Plaintiff, and the
23 payment to the Settlement Administrator for costs of administering the settlement; and

24 (c) Entering judgment approving settlement.

25 **K. Voiding the Agreement**

26 77. If the Court fails or refuses to issue the Final Approval Order or fails to approve
27 any material condition of this Agreement which effects a fundamental change of the Settlement,
28 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the

option of either Party.

78. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

79. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

L. Other Terms

80. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

81. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

82. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

83. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

84. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class Member and/or Aggrieved Employee in the Actions, as to any and all causes of action that were

1 asserted or that might have been asserted in the Actions. Nonetheless, Defendant wishes to settle
2 and compromise the matters at issue in the Complaint to avoid further substantial expense and
3 the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken
4 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
5 in the defenses that they have asserted or could assert against Plaintiff, have determined that it is
6 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
7 conditions set forth in this Agreement.

8 85. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
9 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
10 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
11 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
12 Agreement with the intention of avoiding further disputes and litigation with the attendant
13 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
14 related documents such as the notices, and motions for preliminary and final approval, shall,
15 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be
16 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
17 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
18 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
19 approved, the stipulation will be of no force or effect.

20 86. No Publicity. The Parties will not publicize the Settlement or disclose it to third
21 parties prior to the Court granting Preliminary Approval, except as required or necessary to
22 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and the
23 Plaintiff agree that they will not discuss the Settlement with the media, any settlement and
24 verdict reporting service, any social media postings or other Internet postings. Nothing herein
25 shall be construed to prevent Class Counsel from the public filing of motions or other case
26 materials in the Actions related to seeking and obtaining Court approval of this Settlement and
27 the related awards of attorneys' fees and costs, or to communications with Class Members or
28 their representatives about this Settlement, including through the posting of Court-filed

documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Actions have been settled on terms mutually agreeable to the Parties.

87. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class:

David D. Bibiyan
david@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

Michael Afar, Esq.
mafar@seyfarth.com
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021
Tel: (310) 277-7200 | Fax: (310) 201-5219

88. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

89. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

1 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
2 contractual and not merely a recital.

3 90. Modification. This Agreement may not be changed, altered, or modified, except
4 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
5 Agreement may not be discharged except by performance in accordance with its terms or by a
6 writing signed by all of the Parties hereto.

7 91. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
8 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
9 provide written notice to the other Party and allow an opportunity to cure the alleged
10 deficiencies, and Plaintiff and Defendant may agree to seek the help of the Mediator to resolve
11 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
12 own attorneys' fees and costs. This provision shall not apply to any legal action or other
13 proceeding instituted by any person or entity other than Plaintiff or Defendant.

14 92. Choice of Law. This Settlement Agreement shall be governed by and construed,
15 enforced and administered in accordance with the laws of the State of California, without regard
16 to its conflicts-of-law rules.

17 93. Integration Clause. This Settlement Agreement contains the entire agreement
18 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
19 or contemporaneous agreements, understandings, representations, and statements, whether oral
20 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
21 hereunder may be waived except in writing.

22 94. Binding On Assigns. This Agreement shall be binding upon and inure to the
23 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
24 successors and assigns.

25 95. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
26 because the members of the Class are numerous, it is impossible or impractical to have each
27 Class Member execute this Agreement. The Notice Packet will advise all Class Members of the
28

binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

96. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: 24/01/2025

PLAINTIFF AND CLASS REPRESENTATIVE

Rebecca Arnett

Rebecca Arnett (Jan 24, 2025 15:53 PST)

Rebecca Arnett

Dated: _____

DEFENDANT TRADITIONS HEALTH, LLC

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____

CLASS COUNSEL

BIBIYAN LAW GROUP, P.C.

Vedang Patel, Esq.
Attorneys for Plaintiff

Dated: _____

DEFENSE COUNSEL:
SEYFARTH SHAW LLP

Michael Afar, Esq.
Attorneys for Defendant