

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Malayasia Lewis (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendants Easterseals Northern California, Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions (collectively “Defendants”) (together, Plaintiff and Defendants are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On January 8, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

2. On January 17, 2024, Plaintiff filed a Class Action Complaint (“Class Action Complaint”) in the action entitled *Malayasia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals*, Alameda County Superior Court Case No. 24CV060401, thereby commencing a putative class action against Defendants. The Class Action Complaint alleges nine (9) causes of action for violations of the California Labor Code for (1) failure to pay minimum wages, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages not timely paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure to reimburse necessary business expenses, and (9) violation of Business & Professions Code section 17200, *et seq.*

3. On March 14, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.*, thereby commencing a representative PAGA action against Defendants. (“PAGA Complaint.”) The PAGA Complaint alleges a single cause of action for enforcement under the PAGA based on the aforementioned Labor Code violations, and

sought civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). (The Class Action Complaint, the PAGA Complaint, and the PAGA Letter together are referred to collectively herein as the “Action.”)

4. Plaintiff intends to file a First Amended Complaint under the Class Action case number to add the PAGA claim to the Class Action and to add those Defendants who were not named in the initial Class Action Complaint or PAGA Complaint: Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions.

5. Defendants deny all material allegations set forth in the Action and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

6. Class Counsel diligently investigated the class and PAGA claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

7. On January 28, 2025, the Parties participated in mediation with Lynn Frank, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

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8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; (5) Workweeks worked for Defendants during the Class Period; and (6) Pay Periods worked for Defendants during the PAGA Period (if applicable).

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A.**”

f. “Class Period” means the period from January 17, 2020, through May 8, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class

Claims.

1 h. “Court” means the Superior Court of the State of California for the County of
2 Alameda.

3 i. “Defendants’ Counsel” means Hieu T. Williams and Michelle C. Freeman of
4 Hirschfeld Kraemer LLP.

5 j. “Effective Date” means the date when all of the following events have occurred:
6 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’
7 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
8 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
9 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
10 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
11 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
12 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
13 the later of the following events: five business days after the period for filing any appeal, writ, or other
14 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without
15 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
16 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five
17 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
18 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
19 remedies or relief.

20 k. “Employer Taxes” means the employer’s share of taxes and contributions in
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
22 in addition to the Gross Settlement Amount.

23 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
24 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA
25 Employees, and general release of claims, as set forth in Paragraph 13.

26 m. “Final Approval” means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 n. “Final Approval Hearing” means the hearing at which the Court will consider

1 and determine whether the Settlement should be granted Final Approval.

2 o. “Final Approval Order and Judgment” means the order granting final approval
3 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
4 Parties, and subject to approval by the Court.

5 p. “Gross Settlement Amount” means the amount of Nine Hundred Fifty
6 Thousand Dollars and Zero Cents (\$950,000.00) to be paid by Defendants in full satisfaction of the
7 Action, Released Class Claims, Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
8 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
9 Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes
10 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
11 reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
12 Settlement Amount is subject to increase, as provided in Paragraph 16.

13 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
14 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
15 calculated in accordance with Paragraph 18.

16 r. “Individual Settlement Payment” means the net payment of each Settlement
17 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
18 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
19 Paragraph 17.

20 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
21 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
22 in accordance with Paragraph 17.

23 t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
25 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

26 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
28 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and

Settlement Administration Costs.

v. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

x. “PAGA Employees” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the PAGA Period.

y. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

z. “PAGA Period” means the period from January 8, 2024, through May 8, 2025.

aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

bb. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendants as an hourly or non-exempt employee in California during the PAGA Period. An employee will be considered to have worked a pay period if the employee worked at least one day during the pay period.

cc. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

dd. “Preliminary Approval Order” means the order granting preliminary approval

1 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
2 the Court.

3 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
5 alleged or which could have been alleged based on the factual allegations in the Class Action
6 Complaint (including any amendment thereto), arising during the Class Period, under any federal,
7 state, or local law, and shall specifically include claims for Defendants’ alleged (1) failure to pay
8 minimum wages, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages
9 not timely paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure
10 to reimburse necessary business expenses, (9) violation of Business & Professions Code section
11 17200, *et seq.*, (10) failure to pay all regular rate wages (including sick leave pay), (11) failure to pay
12 sick or vacation pay, (12) failure to maintain complete and accurate payroll records, in violation of
13 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512(a),
14 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
15 including *inter alia*, Wage Order 4-2001, and all claims for attorneys’ fees and costs and statutory
16 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,
17 and any other claims, including claims for statutory penalties, pertaining to the Class Members.

18 ff. “Released PAGA Claims” means any and all claims arising from any of the
19 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
20 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
21 claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay overtime
22 and minimum wages, pay all regular wages, including sick pay and vacation pay, provide compliant
23 meal and rest periods and associated premium payments, timely pay wages during employment and
24 upon termination, provide compliant wage statements, maintain complete and accurate payroll
25 records, and reimburse necessary business-related expenses in violation of California Labor Code
26 Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
27 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
28 Order 4-2001.

1 gg. “Released Parties” means Defendants and their current and former officers,
2 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
3 assigns.

4 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
5 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
6 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,
7 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
8 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
9 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

10 ii. “Response Deadline” means the deadline by which Class Members must submit
11 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
12 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
13 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
14 case the Response Deadline will be extended to the next day on which the United States Postal service
15 is open. The Response Deadline may also be extended by express agreement between Class Counsel
16 and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
17 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
18 original Response Deadline.

19 jj. “Settlement Administrator” means Apex Class Action, LLC, or any other third-
20 party class action settlement administrator agreed to by the Parties and approved by the Court for
21 purposes of administering the Settlement. The Parties and their counsel each represent that they do
22 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
23 the Settlement Administrator that could create a conflict of interest.

24 kk. “Settlement Administration Costs” means the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
26 Paragraph 15.

27 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
28 who do not submit a timely and valid Request for Exclusion.

1 mm. “Workweeks” means the number of weeks each Class Member worked as an
2 hourly or non-exempt employee for Defendants in California during the Class Period. An employee
3 will be considered to have worked a workweek if the employee worked at least one day during the
4 workweek.

5 nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing
6 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
7 contain the case name and number of the Class Action; (b) contain the Class Member’s full name,
8 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security
9 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
10 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
11 contends is the correct number; (d) attach documentation demonstrating that the Class Member/PAGA
12 employee was not credited with the correct number of Workweeks and/or Pay Periods; and (e) be
13 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
14 Response Deadline.

15 **CLASS CERTIFICATION**

16 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
17 Class.

18 11. The Parties agree that certification for the purpose of settlement is not an admission
19 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
20 whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as
21 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
22 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
23 non-settlement context.

24 **TERMS OF THE AGREEMENT**

25 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
26 forth herein, the Parties agree, subject to the Court’s approval, as follows:

27 12. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application
28 or motion by Class Counsel for attorneys’ fees in the amount up to Thirty-Five Percent (35%) of the

Gross Settlement Amount (i.e., \$332,500.00 if the Gross Settlement Amount is \$950,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be

distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendants have represented that the Class Members worked a total of 24,179 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 24,179 by more than 10% (i.e., is more than 26,596 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% threshold. For example, if the number of Workweeks increases by 11% to 26,840 Workweeks, then the Gross Settlement Amount will increase by 1%.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of

Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
2 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
3 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
4 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
5 taxes and other legally required withholdings to the appropriate government authorities.

6 21. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
7 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
8 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
9 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
10 by Defendants, Defendants' Counsel, the Settlement Administrator, or Class Counsel in this regard.
11 Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff,
12 Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any
13 taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff,
14 Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning
15 the tax consequences of any payment they receive under the Settlement.

16 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
17 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
18 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
19 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
21 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
22 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
23 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
24 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
25 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
26 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
27 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
28 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE

1 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
2 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
3 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
4 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
6 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
7 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
8 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
9 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
10 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

11 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
12 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
13 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
14 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional
15 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,
16 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
17 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K
18 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary
19 language or agreement in any benefit or compensation plan document that might have been in effect
20 during the Class Period).

21 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
22 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
23 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
24 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
25 draft of the preliminary approval motion five calendar days before filing it with the Court. Defendants
26 agree not to oppose the motion for preliminary approval of the Settlement consistent with this
27 Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary
28 Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

26. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

27. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
2 calendar days.

3 c. Compliance with the procedures described herein above shall constitute due and
4 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
5 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
6 provide notice of the Settlement.

7 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
8 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
9 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
10 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
11 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
12 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
13 rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks
14 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendants' records
15 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
16 Employee produces information and/or documents to the contrary, the Settlement Administrator will
17 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
18 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
19 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
20 Settlement Administrator's decision on such disputes will be final and non-appealable.

21 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
22 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
23 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
24 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
25 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
26 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
27 submitted, and also identify the individuals who have submitted a timely and valid Request for
28 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

1. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweek and/or Pay Period Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the

Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweek and/or Pay Period Dispute.

31. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

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

33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion five calendar days before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

- 1 d. Approval of the application for Enhancement Payment to Plaintiff;
- 2 e. Directing Defendants to fund all amounts due under the Settlement Agreement
- 3 and ordered by the Court; and
- 4 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
- 5 conformity with California Rules of Court 3.769 and the Settlement Agreement.

6 34. Funding of the Gross Settlement Amount. No later than fourteen (14) calendar days

7 after the Effective Date, Defendants will deposit the Gross Settlement Amount plus the amount needed

8 to pay Employer Taxes into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury

9 Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendants

10 shall provide all information necessary for the Settlement Administrator to calculate necessary payroll

11 taxes including its official name, 8-digit state unemployment insurance tax ID number, and other

12 information requested by the Settlement Administrator, no later than five (5) business days after the

13 Settlement Administrator’s requests the information from Defendants.

14 35. Distribution of the Gross Settlement Amount. Within five (5) business days of the

15 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual

16 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,

17 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class

18 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set

19 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and

20 timely forward these to the appropriate government authorities.

21 36. Settlement Checks. The Settlement Administrator will be responsible for undertaking

22 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way

23 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

24 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

25 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

26 Payment into one check if the intended recipient for both payments is one individual. Settlement Class

27 Members and PAGA Employees are not required to submit a claim to be issued an Individual

28 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and

Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)

1 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
2 associated with such canceled checks shall be distributed by the Settlement Administrator to
3 Foundation for Advocacy and Inclusion (“FAIR”) as the cy pres beneficiary. The Settlement
4 Administrator shall undertake amended and/or supplemental tax filings and reporting required under
5 applicable local, state, and federal tax laws that are necessitated due to the cancellation of any
6 Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members
7 whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class
8 Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall,
9 nevertheless, be bound by the PAGA Settlement.

10 37. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
11 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,
12 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

13 38. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
14 Plaintiff, and the State of California with respect to all PAGA Employees, will be deemed to have
15 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
16 Parties of all Released PAGA Claims. PAGA Employees will be subject to claim preclusion regarding
17 the PAGA Released Claims.

18 39. Plaintiff’s Release. Plaintiff will be executing a separate settlement agreement
19 containing a Civil Code section 1542 release in an Individual Settlement Agreement regarding her
20 individual non-wage and hour claims, and will receive a total of \$50,000.00 for release of those alleged
21 claims against Defendants.

22 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
23 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
24 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
25 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
26 Class will be required.

27 41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
28 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and

1 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
2 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
3 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
4 Settlement Agreement.

5 42. Effects of Termination or Rescission of Settlement. Termination or rescission of the
6 Settlement Agreement shall have the following effects:

7 a. The Settlement Agreement shall be void and shall have no force or effect, and
8 no Party shall be bound by any of its terms;

9 b. In the event the Settlement Agreement is terminated, Defendants shall have no
10 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
11 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
12 Administrator is notified that the Settlement has been terminated;

13 c. The Preliminary Approval Order, Final Approval Order and Judgment,
14 including any order certifying the Class, shall be vacated;

15 d. The Settlement Agreement and all negotiations, statements, and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
17 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

18 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
19 statements, or filings in furtherance of the Settlement (including all matters associated with the
20 mediation) shall be admissible or offered into evidence in the Action or any other action for any
21 purpose whatsoever; and

22 f. Any documents generated to bring the Settlement into effect, will be null and
23 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
24 likewise be treated as void from the beginning.

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

1 44. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
2 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
8 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
9 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
10 which provide that a written agreement is to be construed according to its terms and may not be varied
11 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
12 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

13 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
14 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
15 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
16 Approval Hearing to be conducted by the Court.

17 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
18 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
19 except by written agreement signed by counsel for all Parties. After the filing of the motion for
20 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
21 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
22 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
23 constitute a waiver of any other provision.

24 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
full authority to enter into this Settlement Agreement, and further intend that this Settlement
Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible

1 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
2 confidentiality provisions that otherwise might apply under state or federal law.

3 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
4 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
5 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
6 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
7 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
8 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
9 Member and PAGA Employee.

10 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
11 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits
13 hereto will be governed by and interpreted according to the laws of the State of California.

14 52. Execution and Counterparts. This Settlement Agreement is subject only to the
15 execution of all Parties. However, this Settlement Agreement may be executed in one or more
16 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
17 copies of the signature page, will be deemed to be one and the same instrument.

18 53. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
20 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
21 account all relevant factors, present and potential. The Parties further acknowledge that they are each
22 represented by competent counsel and that they have had an opportunity to consult with their counsel
23 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
24 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
25 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
26 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

27 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement valid and enforceable.

2 55. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
3 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
4 to implement the Settlement.

5 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
6 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
7 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
8 specifically deny, they have violated any federal, state, or local law; violated any regulations or
9 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
10 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
11 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this
12 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
13 it, shall be construed as an admission or concession by Defendants of any such violations or failures
14 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
15 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
16 received as evidence in any action or proceeding to establish any liability or admission on the part of
17 Defendants or to establish the existence of any condition constituting a violation of, or a non-
18 compliance with, federal, state, local or other applicable law.

19 57. Captions. The captions and paragraph numbers in this Settlement Agreement are
20 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
21 intent of the provisions of this Settlement Agreement.

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

28 ///

1 59. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel, and
4 reviewed in full.

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

7 61. Notices. All notices, demands, and other communications to be provided concerning
8 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
9 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
10 as follows:

11 To Plaintiffs and Class Counsel:
12 Jonathan M. Genish
13 jgenish@blackstonepc.com
14 Barbara DuVan-Clarke
15 BDC@blackstonepc.com
16 Danielle GruppChang
17 dgruppchang@blackstonepc.com
18 P.J. Van Ert
19 pjvanert@blackstonepc.com
20 Annabel Blanchard
21 ablanchard@blackstonepc.com
22 **BLACKSTONE LAW, APC**
23 8383 Wilshire Boulevard, Suite 745
24 Beverly Hills, California 90211
25 Tel: (310) 622-4278 / Fax: (855) 786-6356

26 To Defendant:
27 Hieu T. Williams
28 hwilliams@hkemploymentlaw.com
 Michelle C. Freeman
 mfreeman@hkemploymentlaw.com
 Hirschfeld Kraemer LLP
 456 Montgomery Street, Suite 2200
 San Francisco, California 94104
 Tel: (415) 835-9003

26 62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
27 cooperate with each other in good faith and use their best efforts to implement the Settlement,
28 including and not limited to, executing all documents to the extent reasonably necessary to effectuate

1 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
2 content of any document needed to implement the Settlement Agreement, or on any supplemental
3 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
4 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

5 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
6 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

7 **IT IS SO AGREED.**

8 **PLAINTIFF MALAYASIA LEWIS**

9 *Malayasia Lewis*

10 Dated: 05/05/2025

Malayasia Lewis

11 **DEFENDANT EASTERSEALS NORTHERN**

12 **CALIFORNIA and EASTER SEALS, INC.**

13 **DBA EASTERSEALS**

14 Dated: _____

15 Full Name: Andrea Pettiford

16 Title: Chief Executive Officer
17 On behalf of Easterseals Northern California and
18 Easter Seals, Inc. dba Easterseals
19

20
21 *****Signatures Continued on Following Page*****
22
23
24
25
26
27
28

the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

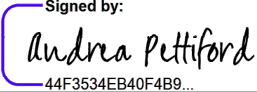
PLAINTIFF MALAYASIA LEWIS

Dated: _____

Malayasia Lewis

**DEFENDANT EASTERSEALS NORTHERN
CALIFORNIA and EASTER SEALS, INC.
DBA EASTERSEALS**

Dated: 4/29/2025

Signed by:

44F3534EB40F4B9...

Full Name: Andrea Pettiford

Title: Chief Executive Officer
On behalf of Easterseals Northern California and
Easter Seals, Inc. dba Easterseals

*****Signatures Continued on Following Page*****

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 05/05/2025

5 
6 Barbara DuVan-Clarke
7 *Attorneys for Plaintiff Malayasia Lewis*
8 *and Proposed Class Counsel*

9 **HIRSCHFELD KRAEMER LLP**

10 Dated: _____

11 Hieu T. Williams
12 Michelle C. Freeman
13 *Attorneys for Defendants Easterseals Northern*
14 *California and Easter Seals, Inc. dba Easterseals*

1 **APPROVED AS TO FORM ONLY:**

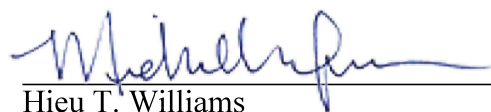
2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Barbara DuVan-Clarke
Attorneys for Plaintiff Malayasia Lewis
and Proposed Class Counsel

7 **HIRSCHFELD KRAEMER LLP**

8
9 Dated: 4/29/2025



Hieu T. Williams
Michelle C. Freeman
Attorneys for Defendants Easterseals Northern
California and Easter Seals, Inc. dba Easterseals