

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, MAURILIA LLAMAS RIVERA and
on behalf of herself and all others similarly situated

HIRSCHFELD KRAEMER

Derek K. Ishikawa
Cheannie Kha
Benjamin Treger
233 Wilshire Boulevard, Suite 600
Santa Monica, CA 90401
dishikawa@hkemploymentlaw.com
ckha@hkemploymentlaw.com
btreger@hkemploymentlaw.com

Attorneys for Defendant, CASA LOMA COLLEGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MAURILIA LLAMAS RIVERA, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

CASA LOMA COLLEGE, a California
nonprofit corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 24STCV00501

[Assigned for all purposes to the
Honorable Carolyn B. Kuhl in Dept. 12]

**FIRST AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: January 8, 2024

Trial Date: None Set

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Maurilia Llamas Rivera (“Plaintiff”) and defendant Casa Loma
3 College (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Rivera, et al. v. Casa Loma College*, Case No. 24STCV00501, initiated on
8 January 8, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

9 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
10 appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Remaining Settlement Amount to reimburse its reasonable fees and expenses in
13 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
14 with Preliminary Approval of the Settlement.

15 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
16 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
17 Period.

18 1.5. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C.

20 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
21 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
22 expenses, respectively, incurred to prosecute the Action.

23 1.7. “Class Data” means Class Member identifying information in Defendant’s custody,
24 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
25 last known telephone number(s); (4) last known Social Security Number(s); (5) the dates of
26 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); (6) the
27 identities of all members of the Release Class; and (7) the amounts Defendant previously paid to
28 each member of the Release Class in exchange for their release of claims alleged in the Action..

1 1.8. “Class Member” or “Settlement Class Member” means a member of the Release Class or
2 the Unsolicited Class, as either a Participating Class Member or Non-Participating Class Member
3 (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

4 1.9. “Class Member Address Search” means the Administrator’s investigation and search for
5 current Class Member mailing addresses using all reasonably available sources, methods and
6 means including, but not limited to, the National Change of Address database, skip traces, and
7 direct contact by the Administrator with Class Members.

8 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
9 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
10 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
11 A and incorporated by reference into this Agreement.

12 1.11. “Class Period” means the period from January 8, 2020, through June 5, 2025.

13 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action
14 seeking Court approval to serve as a Class Representative.

15 1.13. “Class Representative Service Payment” means the payment to the Class Representative
16 for initiating the Action and providing services in support of the Action.

17 1.14. “Court” means the Superior Court of California, County of Los Angeles.

18 1.15. “Defendant” means named defendant Casa Loma College.

19 1.16. “Defense Counsel” means Derek K. Ishikawa and Benjamin J. Treger of Hirschfeld
20 Kraemer.

21 1.17. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
22 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
23 latest of the following occurrences: (a) if no Participating Class Member objects to the
24 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
25 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
26 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
27 affirms the Judgment and issues a remittitur.

28 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
2 of the Settlement.

3 1.20. "Final Judgment" means the Judgment entered by the Court based upon the Final
4 Approval.

5 1.21. "Gross Settlement Amount" means \$450,000.00 (Four Hundred Fifty Thousand Dollars
6 and Zero Cents). The Parties agree that the Gross Settlement Amount includes prior settlements,
7 totaling approximately \$112,000.00, which Defendant already paid to the Class Members in
8 resolution of claims which are alleged in the Class Action. Defendant agrees to pay the remaining
9 \$338,000.00 (Three Hundred Thirty-Eight Thousand Dollars and Zero Cents) of the Gross
10 Settlement Amount (the "Remaining Settlement Amount"), which is the total amount Defendant
11 agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all
12 employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

13 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the
14 Net Settlement Amount calculated according to the number of Workweeks worked during the
15 Class Period.

16 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
17 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
18 Period.

19 1.24. "Judgment" means the judgment entered by the Court based upon Final Approval.

20 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency
21 entitled under Labor Code section 2699, subd. (i).

22 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
23 under Labor Code section 2699, subd. (i).

24 1.27. "Net Settlement Amount" means the Remaining Settlement Amount, less the following
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
26 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
28 paid to Participating Class Members as Individual Class Payments.

1 1.28. “Non-Participating Class Member” means any Class Member who opts out of the
2 Settlement by sending the Administrator a valid and timely Request for Exclusion.

3 1.29. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

4 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
5 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
6 applicable), and termination dates (as applicable).

7 1.31. “PAGA Period” means the period from January 8, 2023, through the end of the Class
8 Period.

9 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

10 1.33. “PAGA Notice” means plaintiff’s January 8, 2024, letter to defendant and the LWDA,
11 providing notice pursuant to Labor Code section 2699.3 subd. (a).

12 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
13 Gross Settlement Amount (\$45,000.00), allocated 25% to the Aggrieved Employees
14 (\$11,250.00) and the 75% to the LWDA (\$33,750.00) in settlement of PAGA claims.

15 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
16 timely Request for Exclusion from the Settlement.

17 1.36. “Plaintiff” means Maurilia Llamas Rivera, the named plaintiff in the Action.

18 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
19 Settlement.

20 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
21 and Approval of PAGA Settlement.

22 1.39. “Release Class” means all current and former non-exempt, hourly-paid employees of
23 Defendant in California during the Class Period who signed a release agreement with Defendant
24 for the claims alleged in the Action.

25 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2
26 below.

27 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
28 below.

1 1.42. "Released Parties" means: Defendant, and each of their former, present and future owners,
2 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
3 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
4 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

5 1.43. "Remaining Settlement Amount" means the Gross Settlement Amount, less \$112,000.00,
6 which Defendant already paid to the Class Members in resolution of claims which are alleged in
7 the Class Action, currently estimated to be \$338,000.00 (Three Hundred Thirty-Eight Thousand
8 Dollars and Zero Cents) and subject to increase pursuant to Paragraph 8.1 below. The Remaining
9 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
10 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
11 Service Payment, and Administrator's Expenses.

12 1.44. "Request for Exclusion" means a Class Member's submission of a written request to be
13 excluded from the Class Settlement signed by the Class Member.

14 1.45. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
15 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
16 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
17 Settlement. Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional 15 days beyond the Response
19 Deadline has expired.

20 1.46. "Settlement" means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 1.47. "Unsolicited Class" means all current and former non-exempt, hourly-paid employees of
23 Defendant in California during the Class Period who did not sign a release agreement with
24 Defendant for the claims alleged in the Action.

25 1.48. "Workweek" means any week during which a Class Member worked for Defendant, for
26 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
27 termination dates (as applicable).

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1 **2. RECITALS**

2 2.1. On January 8, 2024, Plaintiff commenced this Action by filing a complaint against
3 Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide
4 meal periods, failure to provide rest periods; waiting time penalties; wage statement violations;
5 failure to timely pay wages; failure to indemnify; failure to pay interest on deposits; violation of
6 Labor Code section 227.3; and unfair competition (the “Class Action”).

7 2.2. On January 8, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
8 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
9 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
10 (“PAGA Notice”).

11 2.3. On March 13, 2024, Plaintiff filed a separate representative action in the Superior Court
12 of California for the County of Los Angeles, Case No. 24STCV06194, seeking PAGA civil
13 penalties against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA
14 Action”).

15 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

16 2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
17 records for 100% of Class Members through mediation; and (b) Defendant’s employee
18 handbooks and other policy attestations.

19 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
20 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
21 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

22 2.7. On June 5, 2025, the Parties participated in an all-day mediation presided over by Steve
23 Pearl. The mediation was successful, and the Parties agreed to globally resolve all class and
24 PAGA claims in the Action.

25 2.8. As part of this Agreement, the Parties further agree to stipulate to Plaintiff filing a First
26 Amended Complaint in the Class Action adding Plaintiff’s claims in the PAGA Action, then
27 requesting a dismissal of the PAGA Action without prejudice, effectively consolidating the
28

PAGA Action within the Class Action (hereinafter, the “Action”) for the purposes of settlement approval. The First Amended Complaint shall be the Operative Complaint.

2.9. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Remaining Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$338,000.00 as the Remaining Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Remaining Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Remaining Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Remaining Settlement Amount will revert to Defendant.

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

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

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
2 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
3 Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
5 (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
6 8.1 of this Agreement, is currently estimated to be \$150,000.00 and a Class Counsel
7 Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose
8 requests for these payments provided that do not exceed these amounts. Plaintiff and/or
9 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
10 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
11 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
12 than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
14 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
15 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
16 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
17 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
18 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
19 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
20 or controversy regarding any division or sharing of any of these Payments. There will
21 be no additional charge of any kind to either the Settlement Class Members or request
22 for additional consideration from Defendant for such work unless, Defendant materially
23 breach this Agreement, including any term regarding funding, and further efforts are
24 necessary from Class Counsel to remedy said breach, including, without limitation,
25 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
26 and/or litigation costs and expenses in amounts that are less than the amounts provided
27 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$6,550.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$6,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: Individual Class Payments will be
6 calculated and distributed to Participating Class Members who are also Release Class
7 Members from the Net Settlement Amount on a pro rata basis based on his or her
8 respective number of Workweeks during the Class Period, minus the amounts he or she
9 already received. If a member of the Release Class is owed an amount less than the
10 amount he or she has already received, then that member of the Release Class will have
11 their Individual Class Payment be considered \$0 for this initial calculation. Individual
12 Class Payments will then be calculated and distributed to Participating Class Members
13 of the Unsolicited Class from the Net Settlement Amount on a pro rata basis, based on
14 the number of Workweeks during the Class Period by the Participating Class Member
15 of the Unsolicited Class. Any remaining portion of the Net Settlement Amount after
16 applying the foregoing calculations shall then be distributed to all Participating Class
17 Members on a pro rata basis based on his or her respective number of Workweeks during
18 the Class Period.

19 3.2.4.1. Individual Class Payments for Release Class Members shall be calculated
20 by (a) dividing the Net Settlement Amount by the total number of Workweeks
21 worked by all Participating Class Members during the Class Period; (b)
22 multiplying the result by each Participating Class Member's Workweeks; and
23 (c) for each member of the Release Class, subtracting the amount Defendant
24 previously paid to the Participating Class Member of the Release Class, but not
25 to be below \$0.

26 3.2.4.2. Individual Class Payments for Unsolicited Class Members shall be
27 calculated by (a) dividing the Net Settlement Amount by the total number of
28 Workweeks worked by all Participating Class Members during the Class

Period; and (b) multiplying the result by each Participating Unsolicited Class Member's Workweeks.

3.2.4.3. Re-Distribution of Net Settlement Amount Following Application of Prior-Payment Offsets. Any portion of the Net Settlement Amount that, after application of the foregoing calculations, has not been distributed to Participating Class Members as Individual Class Payments by reason of the offsets applied to Release Class Members for amounts they previously received shall be re-distributed pro rata among all Participating Class Members (both Release Class Members and Unsolicited Class Members) by (a) dividing the amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks. This re-distribution shall apply to a Release Class Member regardless of whether his or her Individual Class Payment as a Release Class Member was reduced to \$0 by reason of the offset for amounts he or she previously received.

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

3.2.4.5. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to

their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$45,000.00 to be paid from the Remaining Settlement Amount, with 75% (\$33,750.00) allocated to the LWDA PAGA Payment and 25% (\$11,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$11,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 93 Class Members who collectively worked a total of 7,568 Workweeks, and 67 of Aggrieved Employees who worked a total of 1,645 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member

1 identifying information and to provide corrected or updated Class Data as soon as reasonably
2 feasible. Without any extension of the deadline by which Defendant must send the Class Data
3 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
4 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5 4.3. Funding of Remaining Settlement Amount. Defendant shall fund the Remaining
6 Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll
7 taxes by transmitting one half of those funds to the Administrator no later than 14 days after the
8 Effective Date, and the second half of those funds no later than 180 days after the Effective Date.

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

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

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

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

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual
13 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
14 shall transmit the funds represented by such checks to the California Controller's
15 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
16 residue" subject to the requirements of California Code of Civil Procedure Section 384,
17 subd. (b).

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

22 **5. RELEASE OF CLAIMS**

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

27 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release

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

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

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

20 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
21 Members, on behalf of themselves and their respective former and present representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
23 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in
24 the Operative Complaint. Participating Class Members do not release any other claims, including
25 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
26 Act, unemployment insurance, disability, social security, workers' compensation, or claims
27 based on facts occurring outside the Class Period.

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1 5.3. Release of PAGA Claims: For the duration of the PAGA Period, the State of California
2 and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, and to the extent
3 permitted by law, all Aggrieved Employees, are deemed to release, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
6 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
7 Complaint and the PAGA Notice.

8 **6. MOTION FOR PRELIMINARY APPROVAL**

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

12 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
13 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
14 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
15 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
16 under Labor Code Section 2699; (ii) a draft proposed Order Granting Preliminary Approval and
17 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
18 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
19 to its willingness to serve; competency; operative procedures for protecting the security of Class
20 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
21 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
22 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
23 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
24 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
25 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
26 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
27 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
28 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,

subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

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

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

7. SETTLEMENT ADMINISTRATION

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

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

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1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
3 468B-1.

4 7.4. Notice to Class Members

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the
7 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
8 Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members
11 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
12 the Class Notice with Spanish translation, substantially in the form attached to this
13 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
14 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
15 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
16 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
17 update Class Member addresses using the National Change of Address database.

18 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
19 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
20 using any forwarding address provided by the USPS. If the USPS does not provide a
21 forwarding address, the Administrator shall conduct a Class Member Address Search,
22 and re-mail the Class Notice to the most current address obtained. The Administrator
23 has no obligation to make further attempts to locate or send Class Notice to Class
24 Members whose Class Notice is returned by the USPS a second time.

25 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
26 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
27 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
28

notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

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

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

1 of the Class Member's identity. The Administrator's determination of authenticity shall
2 be final and not appealable or otherwise susceptible to challenge.

3 7.5.3. Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
5 to all benefits and bound by all terms and conditions of the Settlement, including the
6 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
7 regardless whether the Participating Class Member actually receives the Class Notice
8 or objects to the Settlement.

9 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
10 Non-Participating Class Member and shall not receive an Individual Class Payment or
11 have the right to object to the class action components of the Settlement. Because future
12 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
13 Participating Class Members who are Aggrieved Employees are deemed to release the
14 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
15 PAGA Payment.

16 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
17 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
18 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
19 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
20 the allocation by communicating with the Administrator via mail. The Administrator must
21 encourage the challenging Class Member to submit supporting documentation. In the absence
22 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
23 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
24 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
25 Periods shall be final and not appealable or otherwise susceptible to challenge. The
26 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
27 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
28 the challenges.

1 7.7. Objections to Settlement

2 7.7.1. Only Participating Class Members may object to the class action components of
3 the Settlement and/or this Agreement, including contesting the fairness of the
4 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6 7.7.2. Participating Class Members may send written objections to the Administrator, by
7 mail. In the alternative, Participating Class Members may appear in Court (or hire an
8 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
9 A Participating Class Member who elects to send a written objection to the
10 Administrator must do so not later than 45 days after the Administrator's mailing of the
11 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
12 mailed).

13 7.7.3. Non-Participating Class Members have no right to object to any of the class action
14 components of the Settlement.

15 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
16 performed or observed by the Administrator contained in this Agreement or otherwise.

17 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
18 and use an internet website to post information of interest to Class Members including
19 the date, time and location for the Final Approval Hearing and copies of the Settlement
20 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
21 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
22 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
23 the Final Approval and the Judgment. The Administrator will also maintain and monitor
24 an email address and a toll-free telephone number to receive Class Member calls and
25 emails.

26 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
28 Not later than 5 days after the expiration of the deadline for submitting Requests for

1 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
2 containing (a) the names and other identifying information of Class Members who have
3 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
4 other identifying information of Class Members who have submitted invalid Requests
5 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
6 (whether valid or invalid).

7 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number
9 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
10 Exclusion (whether valid or invalid) received, objections received, challenges to
11 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
12 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
13 Weekly Reports must include provide the Administrator’s assessment of the validity of
14 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
15 received.

16 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
17 address and make final decisions consistent with the terms of this Agreement on all
18 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
19 Administrator’s decision shall be final and not appealable or otherwise susceptible to
20 challenge.

21 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
22 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
23 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
24 due diligence and compliance with all of its obligations under this Agreement,
25 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
26 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
27 number of Requests for Exclusion from Settlement it received (both valid or invalid),
28 the number of written objections and attach the Exclusion List. The Administrator will

1 supplement its declaration as needed or requested by the Parties and/or the Court. Class
2 Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Remaining Settlement Amount, the Administrator will provide
5 Class Counsel and Defense Counsel with a final report detailing its disbursements by
6 employee identification number only of all payments made under this Agreement. At
7 least 7 days before any deadline set by the Court, the Administrator will prepare, and
8 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
9 Court attesting to its disbursement of all payments required under this Agreement. Class
10 Counsel is responsible for filing the Administrator's declaration in Court.

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

12 Based on its records, Defendant estimates that, as of the date of this Settlement
13 Agreement, (1) there are 93 Class Members and 7,568 Total Workweeks during the Class Period
14 and (2) there are 67 Aggrieved Employees who worked 1,645 Pay Periods during the PAGA
15 Period.

16 8.1. Increase in Workweeks. Defendant represents that there are no more than 7,568
17 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
18 Class Members during the Class Period increases by more than 10%, or 757 Workweeks, then
19 the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
20 7,568 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated
21 by dividing the originally agreed-upon Gross Settlement Amount (\$450,000.00) by 7,568, which
22 amounts to a Workweek Value of \$59.46. Thus, for example, should there be 8,500 Workweeks
23 in the Class Period, then the Gross Settlement Amount shall be increased by \$55,416.72 $[(8,500$
24 $\text{Workweeks} - 7,568 \text{ Workweeks}] \times \$59.46 \text{ per Workweek}$).

25 **9. MOTION FOR FINAL APPROVAL**

26 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
27 final approval of the Settlement that includes a request for approval of the PAGA settlement
28 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed

Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

1 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
2 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
3 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
4 and this Agreement).

5 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
6 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
7 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
8 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
9 or indirectly, specifically or generally, to any person, corporation, association, government
10 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
11 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
12 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
13 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
14 government agency. Each Party agrees to immediately notify each other Party of any judicial or
15 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
16 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
17 other communication, before the filing of the Motion for Preliminary Approval, any with third
18 party regarding this Agreement or the matters giving rise to this Agreement except to respond
19 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
20 Counsel's communications with Class Members in accordance with Class Counsel's ethical
21 obligations owed to Class Members.

22 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
23 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
24 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
25 ability to communicate with Class Members in accordance with Class Counsel's ethical
26 obligations owed to Class Members.

27 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 together with its attached exhibits shall constitute the entire agreement between the Parties

relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on

1 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
2 the use of signatures previously provided by the Parties.

3 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
4 the benefit of, the successors of each of the Parties.

5 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
6 governed by and interpreted according to the internal laws of the state of California, without
7 regard to conflict of law principles.

8 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
9 this Agreement. This Agreement will not be construed against any Party on the basis that the
10 Party was the drafter or participated in the drafting.

11 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
12 during Action and in this Agreement relating to the confidentiality of information shall survive
13 the execution of this Agreement.

14 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
15 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
16 in connection with the mediation, other settlement negotiations, or in connection with the
17 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
18 be used in any way that violates any existing contractual agreement, statute, or rule of court.

19 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this Agreement.

21 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
27 be accepted as an original. All executed counterparts and each of them will be deemed to be one
28 and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

IT IS SO AGREED:

Maurilia Llamas Rivera

05/20/2026

Plaintiff, Maurilia Llamas Rivera

Scott Sand

05 / 21 / 2026

For Defendant, Casa Loma College

AGREED AS TO FORM ONLY:

Vedang J. Patel

5/21/2026

David D. Bibayan

Vedang J. Patel

Counsel for Plaintiff

Benjamin J. Treger

Derek K. Ishikawa

Benjamin J. Treger

Counsel for Defendant

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SENT

05 / 21 / 2026

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Sent for signature to Scott Sand
(scott.sand@casalomacollege.edu) from
yesenia.lopez@casalomacollege.edu
IP: 108.178.153.34



VIEWED

05 / 21 / 2026

10:50:56 UTC-7

Viewed by Scott Sand (scott.sand@casalomacollege.edu)
IP: 76.33.120.125



SIGNED

05 / 21 / 2026

10:51:12 UTC-7

Signed by Scott Sand (scott.sand@casalomacollege.edu)
IP: 76.33.120.125



COMPLETED

05 / 21 / 2026

10:51:12 UTC-7

The document has been completed.