

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Rose Sorial (SBN 271382)
r.sorial@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff William R. R. Little
on behalf of himself and all others similarly situated

MESSNER REEVES LLP
Kathleen Carter (SBN 157790)
Jeffrey R. Gillette (SBN 123346)
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Telephone: (949) 612-9128
Facsimile: (949) 438-2304
Email: kcarter@messner.com
jgillette@messner.com

Attorneys for Defendant STARVISTA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

WILLIAM R. R. LITTLE, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

STARVISTA., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24-CIV-00279

CLASS ACTION

Assigned for all purposes to:
Hon. Nicole S. Healy
Dept.: 28

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Original Complaint filed: January 16, 2024
First Amended Complaint: March 21, 2024
Trial: None set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff William Little (“Plaintiff”) and StarVista (“Defendant”). The Agreement refers
3 to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Action” means Plaintiff’s lawsuits alleging wage and hour violations against Defendant
6 captioned *William R. R. Little v. StarVista*, No. 24-CIV-00279, filed on January 16, 2024, in San
7 Mateo County Superior Court.

8 1.2 “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
9 neutral entity the Parties have agreed to appoint to administer the Settlement.

10 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
11 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
12 Administrator’s “not to exceed” bid the parties have received from Apex for \$16,000.00.

13 1.4 “Aggrieved Employee” means and includes all individuals who were or have been
14 employed by Defendant in California as non-exempt employees at any time during the PAGA
15 Period (i.e. the period from January 16, 2023, through October 20, 2024).

16 1.5 “Class” means all persons employed by Defendant in California as non-exempt hourly
17 employees who worked for Defendant during the Class Period (i.e. the period from January 16,
18 2020, through October 20, 2024).

19 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J.
20 Kim, and Rose Sorial of D.Law, Inc.

21 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
22 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
23 request approval from the Court of up to 35% of the GSA, i.e. up to \$148,750.00.

24 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated from the
25 GSA to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action,
26 not to exceed \$20,000.00. If Class Counsel Litigation Expenses Payment is less than \$20,000, the
27 difference will remain in the Net Settlement Fund to be distributed to the Class Members.
28

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email address, telephone number, Social Security number, hire dates, and termination dates.

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

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

1.12 “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation, to be mailed to Class Members and as attached at Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from January 16, 2020, through October 20, 2024.

1.14 “Class Representative” means the named Plaintiff William R.R. Little, in the Action seeking Court approval to serve as a Class Representative.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.17 “Defendant” means named Defendant Starvista.

1.18 “Defense Counsel” means Kathleen Carter and Jeffrey R. Gillette of Messner Reeves LLP.

1.19 “Effective Date” means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval; (b) the Judgment is final; and (c) the Gross Settlement Amount has been fully funded in the Qualified Settlement Fund following the final installment payment. The Judgment is final as of the latest of the following occurrences: (a) if no

Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$425,000.00 (Four Hundred Twenty-Five Thousand Dollars with Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

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

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

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

1.30 “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on March 21, 2024.

1.31 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least a portion of one day during the PAGA Period.

1.32 “PAGA Period” means the period from January 16, 2023 through October 20, 2024.

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

1.34 “PAGA Notice” means Plaintiff’s January 16, 2024 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000.00), allocated 25% to the Aggrieved Employees (\$7,500.00) and 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

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

1.37 “Plaintiff” means William R. R. Little, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.39 “Release Effective Date” means the date Plaintiff, Class Members, Aggrieved Employees, and Class Counsel effectively release all claims against the Released Parties. For the Participating Class Members and Aggrieved Employees, the Release Effective Date occurs before the Effective Date and is the date the Court enters Judgment, or if there is an objector, the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur, and when, alternatively, Defendant has made the First Payment if the Administrator makes a determination that the entirety of the Individual Class Payments and the Individual PAGA Payments can be funded by the First Payment and funding of the same is issued after the First Payment, or, otherwise, after Defendant has made the Second Payment and the Gross Settlement Agreement is fully funded with the Administrator disbursing the GSA in its entirety after the Second Payment.

1.40 “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 5.3 below.

1.42 “Released Parties” means: Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

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

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least a portion of one day, during the Class Period.

2. **RECITALS.**

2.1 On January 16, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Reporting Time Pay under 8 CCR § 11050(5); (6) Failure to Provide One Day’s Rest from Seven under Labor Code §§ 551 and 552; (7) Violation of Labor Code § 226(a); (8) Violation of Labor Code § 221; (9) Violation of Labor Code § 204; (10) Violation of Labor Code

§ 203; (11) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (12) Failure to Produce Requested Records, Labor Code §§ 226 and 1198; (13) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (14) Violation of Business & Professions Code § 17200 *et seq.* Simultaneously, on January 16, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1005126-24). On March 21, 2024, after the 65-day statutory period passed, Plaintiff filed his First Amended Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor Code §2698.

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3 On August 21, 2024, the Parties participated in a mediation presided over by mediator Louis Marlin and were able to reach an agreement on general settlement terms. The Parties' agreement was memorialized in an email on August 21, 2024.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of Defendant regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff also obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

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

1 3. **MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant will pay \$425,000.00 (Four Hundred Twenty-Five Thousand Dollars with Zero Cents)
4 to fully settle, resolve, and extinguish all claims asserted in the Action, including without
5 limitation all claims asserted in the PAGA Notice. The GSA is non-reversionary and does not
6 include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
7 which Defendant will pay separately.

8 3.2 Schedule for Payment of the GSA: The GSA shall be funded by Defendant to the
9 Administrator in two (2) equal installments of \$212,500 each. The first payment shall be due
10 within fourteen (14) days after Final Approval and Judgment, or the date any appeal period runs
11 if there is an objector, or if a timely appeal from the Judgment is filed, the day after the appellate
12 court affirms the Judgment and issues a remittitur ("First Payment"). The second payment shall
13 be made one year from the first payment ("Second Payment"). Distribution of funds to the
14 Participating Class Members and Aggrieved Employees will occur following the First Payment,
15 as the Parties estimate the First Payment will fund the Net Settlement Amount so it can be paid
16 in full to the Participating Class Members through their Individual Class Payments and to the
17 Aggrieved Employees through their Individual PAGA Payments. In the event the Administrator
18 determines that the First Payment will not fund the entirety of the Individual Class Payments and
19 the Individual PAGA Payments, no funding will be issued/paid by the Administrator until the
20 Second Payment. If the Administrator determines the First Payment is sufficient to fund the
21 entirety of the Individual Class Payments and the Individual PAGA Payments, the Administrator
22 will disburse First Payment funds to cover the Individual Class Payments and the Individual
23 PAGA Payments. In that event, any remaining funds from the First Payment and the funds from
24 the Second Payment one year thereafter will be used to pay the remaining GSA allocations,
25 including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
26 Representative Service Payment, Administration Costs, and the LWDA PAGA Payment. The
27 Administrator will disburse the entire GSA, including after the First Payment and Second
28

1 Payment, without asking or requiring Participating Class Members or Aggrieved Employees to
2 submit any claim as a condition of payment. No part of the GSA will revert to Defendant.

3 3.3 Cure Period, Interest Clause: If Defendant fails to make any payment of the GSA by the
4 deadlines set forth in Paragraph 3.2 and pursuant to the Administrator's payment timeline, and
5 such failure continues for more than thirty (30) days after written notice from the Administrator
6 of such failure, then the unpaid portion of the GSA due will incur interest at the statutory rate for
7 a judgment for wage under California law. Any such interest accrued will be distributed pro rata
8 to the Participating Class Members or otherwise as the Court directs. Defendants shall have no
9 power over transferred funds, or to alter the schedule set forth in Paragraph 3.2 of this Agreement,
10 absent court order. Any dispute between the Parties as to the meaning and/or application of
11 Paragraph 3.2 will be submitted to the Court. No interest will accrue during the time that any
12 Paragraph 3.2 issue is submitted to and is before the Court.

13 3.4 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
14 Agreement, the Administrator will make and deduct the following payments from the GSA, in
15 the amounts specified by the Court in the Final Approval:

16 3.4.1 To Plaintiff: A payment for the Class Representative Service Payment to the Class
17 Representative, William R. R. Little, of not more than \$10,000 (Ten Thousand Dollars) in
18 addition to any Individual Class Payment and any Individual PAGA Payment the Class
19 Representative is entitled to receive as a Participating Class Member. Defendant will not oppose
20 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount.
21 As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
22 Payment, Plaintiff will seek Court approval for any Class Representative Service Payment. If the
23 Court approves a Class Representative Service Payment less than the amount requested, the
24 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
25 Participating Class Members. The Administrator will pay the Class Representative Service
26 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
27 taxes owed on the Class Representative Service Payment.
28

1 3.4.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
2 GSA, that is up to \$148,750.00, and a Class Counsel Litigation Expenses Payment for actual
3 costs, not to exceed \$20,000.00 (Twenty Thousand Dollars and Zero Cents). Defendant will not
4 oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting
5 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16
6 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If
7 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
8 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
9 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
10 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
11 of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The
12 Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
13 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
14 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
15 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
16 or controversy regarding any division or sharing of any of these payments.

17 3.4.3 To the Administrator: An Administration Costs payment not to exceed \$16,000.00
18 except for a showing of good cause and as approved by the Court. To the extent the
19 Administration Costs are less or the Court approves payment of less than \$16,000.00, the
20 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Class Members.

22 3.4.4 To Each Participating Class Member: An Individual Class Payment is calculated by
23 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
24 Participating Class Members during the Class Period, and (b) multiplying the result by each
25 individual Participating Class Member's Workweeks.

26 3.4.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
27 Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion").
28 The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80%

of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is 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.

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

3.4.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 (Thirty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

3.4.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through the August 21, 2024 mediation, it is estimated there were **402** Class Members who collectively worked a total of **37,052** Workweeks from January 16, 2020, through August 21, 2024, and **227** Aggrieved Employees who worked a total of **6,075** PAGA Pay Periods from January 16, 2023 through August 21, 2024.

1 4.2 Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval
2 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
3 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
4 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
5 and for no other purpose, and restrict access to the Class Data to Administrator employees who
6 need access to the Class Data to effect and perform under this Agreement. Defendant has a
7 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
8 class member identifying information and to provide corrected or updated Class Data as soon as
9 reasonably feasible. Without any extension of the deadline by which Defendant must send the
10 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
11 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
12 Data.

13 4.3 Payments from the Gross Settlement Amount. The monies to be distributed to
14 Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall
15 be paid to them by the Administrator within 14 (fourteen) days of the First Payment subject to
16 Paragraph 3.2 and a determination by the Administrator that the entirety of the Individual Class
17 Payments and the Individual PAGA Payments can be fully funded by the First Payment.
18 Otherwise, all funds, including the Individual Class Payments and the Individual PAGA
19 Payments, along with the Class Counsel Fees Payment, Class Counsel Litigation Expenses
20 Payment, LWDA PAGA Payment, Administration Costs, and Class Representative Service
21 Payment shall be paid out within 14 (fourteen) days of the Second Payment.

22 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or
23 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
24 face of each check shall prominently state the date (180 days after the date of mailing) when the
25 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
26 Void Date. The Administrator will send checks for Individual Settlement Payments to all
27 Participating Class Members (including those for whom the Class Notice was returned
28 undelivered). The Administrator will send checks for Individual PAGA Payments to all

1 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
2 Employees (including those for whom Class Notice was returned undelivered). The Administrator
3 may send Participating Class Members a single check combining the Individual Class Payment
4 and the Individual PAGA Payment. Before mailing any checks, the Administrator must update
5 the recipients' mailing addresses using the National Change of Address Database.

6 4.3.2 The Administrator must conduct a Class Member Address Search for all Class
7 Members whose checks are returned undelivered without USPS forwarding address. Within seven
8 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
9 forwarding address provided or to an address ascertained through the Class Member Address
10 Search. The Administrator need not take further steps to deliver checks to Class Members whose
11 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
12 replacement check to any Class Member whose original check was lost or misplaced, requested
13 by the Class Member prior to the void date.

14 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA
15 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
16 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
17 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
18 California Code of Civil Procedure Section 384, subd. (b).

19 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall
20 not obligate Defendant to confer any additional benefits or make any additional payments to Class
21 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

22 5. **RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiff, Class Members,
23 Aggrieved Employees, and Class Counsel will release claims against all Released Parties as
24 follows:

25 5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses,
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
27 releases and discharges Released Parties from all claims, transactions, or occurrences, that
28 occurred during the Class Period, including all claims that were, or reasonably could have been,

1 alleged, based on the facts contained in the Operative Complaint and Plaintiff's PAGA Notice
2 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims under the Fair
3 Employment and Housing Act, California Family Rights Act, and wrongful termination in
4 violation of public policy or any of the claims raised in Plaintiff's individual action entitled
5 *William R. R. Little v. Starvista* (Case No: 24-CIV-02775) ("Individual Action"). Plaintiff's
6 Release also does not extend to any claims or actions to enforce this Agreement, or to any claims
7 for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
8 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
9 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
10 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
11 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
12 additional facts or Plaintiff's discovery of them.

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

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

21 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, release the Released Parties from those claims arising out
24 of or related to the allegations set forth in the Operative Complaint that arose during the Class
25 Period, including all statutes on which those claims are based in the Operative Complaint,
26 including claims for: pay for all hours worked/compensation due for services; failure to pay
27 wages; failure to pay minimum wages; failure to pay overtime; premium payments, meal periods;
28 rest periods; failure to pay reporting time pay, failure to provide one day's rest from seven, wage

statements; payment of wages during employment; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 sick pay; California sick pay; bonus pay, unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199, 2802 and 2699; pay for all hours worked/compensation due for services; failure to pay

1 wages; failure to pay minimum wages; failure to pay overtime wages; off the clock work;
2 calculation of the regular rate of pay for meal and rest period premium payments; meal periods;
3 rest periods; failure to pay reporting time pay, failure to provide one day's rest from seven; wage
4 statements; payment of wages during employment; payment of wages at termination; maintaining
5 and providing accurate and complete records; failure to reimburse for necessary business
6 expenses; sick pay; COVID-19 sick pay; California sick pay; bonus pay; unfair competition
7 related to any or all of the foregoing; any unpaid wages or compensation related to any or all of
8 the foregoing, which are based on the facts alleged in the Action ("Released PAGA Claims").
9 The Released PAGA Claims apply to claims arising during the PAGA Period.

10 5.4 Release Effective Date: As of the Release Effective Date, as defined above, all
11 Participating Class Members shall be enjoined from filing, joining or becoming a party, member
12 or representative in any actions, claims, complaints, or proceedings in any state or federal court
13 on an individual, representative, collective or class action basis, or from initiating any other
14 proceedings regarding any of the Released Class Claims identified herein. In addition, upon the
15 Release Effective Date, all eligible Aggrieved Employees shall be enjoined from filing, joining,
16 or becoming a party, member or representative in any actions, claims, complaints, or proceedings
17 in any state or federal court on an individual, representative, collective or class action basis, or
18 from initiating any other proceedings to the extent such actions, claims, complaints, or
19 proceedings are based on the Released PAGA Claims released through this Settlement.

20 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
21 preliminary approval ("Motion for Preliminary Approval").

22 6.1 Defendant's Statement of Non-Opposition in Support of Preliminary Approval.
23 Defendant may file a statement of non-opposition in support of preliminary approval to be filed
24 with or after the Motion for Preliminary Approval documents.

25 6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
26 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
27 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
28 and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699,

subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court’s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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 to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members. The QSF will be funded in two separate installments as addressed above.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and

the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notice, the Administrator shall update Class Member addresses using the National Change of Address Database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose 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 in person or by telephone, 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 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request

1 for Exclusion is a letter from a Class Member or his/her representative that reasonably
2 communicates the Class Member's election to be excluded from the Class portion of the
3 Settlement and includes the Class Member's name, address and email address or telephone
4 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by
5 the Response Deadline.

6 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
7 to contain all the information specified in the Class Notice. The Administrator shall accept any
8 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
9 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
10 determination shall be final and not appealable or otherwise susceptible to challenge. If the
11 Administrator has reason to question the authenticity of a Request for Exclusion, the
12 Administrator may demand additional proof of the Class Member's identity. The Administrator's
13 determination of authenticity shall be final and not appealable or otherwise susceptible to
14 challenge.

15 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
16 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
17 bound by all terms and conditions of the Settlement, including the Participating Class Members'
18 releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
19 Class Member actually receives the Class Notice or objects to the Settlement.

20 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
22 right to object to the class action components of the Settlement. Because future PAGA claims are
23 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
24 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
25 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

26 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
27 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
28 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement; Motion

1 for Preliminary Approval; Preliminary Approval; Class Notice; Motion for Final Approval;
2 motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
3 Representative Service Payment; the Final Approval; and the Judgment. The Administrator will
4 also maintain and monitor an email address and a toll-free telephone number to receive Class
5 Member calls, faxes and emails.

6 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
8 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
9 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
10 and other identifying information of Class Members who have timely submitted valid Requests
11 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
12 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
13 Exclusion submitted (whether valid or invalid).

14 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
15 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
16 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
17 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
18 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
19 PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's
20 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
21 Exclusion and objections received.

22 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
23 authority to address and make final decisions consistent with the terms of this Agreement on all
24 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
25 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

26 7.8.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by
27 which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide
28 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting

1 to its due diligence and compliance with all of its obligations under this Agreement, including,
2 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-
3 mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
4 Exclusion it received (both valid or invalid), the number of written objections and attach the
5 Exclusion List. The Administrator will supplement its declaration as needed or requested by the
6 Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s)
7 in Court.

8 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
9 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
10 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
11 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
12 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
13 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
14 of all payments required under this Agreement. Class Counsel is responsible for filing the
15 Administrator's declaration in Court.

16 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on data gathered
17 through the August 21, 2024 mediation, it is estimated that there are **402** Class Members who
18 collectively worked a total of **37,052** Workweeks from January 16, 2020, through August 21,
19 2024, and **227** Aggrieved Employees who worked a total of **6,075** PAGA Pay Periods from
20 January 16, 2023 through August 21, 2024. If it is determined that the total number of Workweeks
21 is greater than **40,757** as of Preliminary Approval (i.e. a 10% increase), the GSA will be increased
22 by the same number of percentage points above 10% by which the actual number of Workweeks
23 exceeds **40,757**. . Alternatively, Defendant may elect to shorten the Class Period to stay within
24 the ten percent cushion, i.e., 40,757 Workweeks. If this provision is triggered so as to increase
25 the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase
26 proportionally such that the total amount of attorneys' fees remains 35% of the GSA after the
27 upward adjustment required by this provision is implemented.

9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

10.1 **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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **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, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 **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

1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
6 counsel, and all Participating Class Members who did not object to the Settlement as provided in
7 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
8 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
9 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
11 obligations to perform under this Agreement will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final.

13 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
15 modification of this Agreement (including, but not limited to, the scope of release to be granted
16 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
17 expeditiously work together in good faith to address the appellate court's concerns and to obtain
18 Final Approval and Judgment, sharing, on a 50-50 basis, any additional Administration Costs
19 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
20 Court's award of the Class Representative Service Payment, Class Counsel Fees Payment and/or
21 Class Counsel Litigation Expenses Payment shall not constitute a material modification of the
22 Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains
23 unchanged.

24 11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
25 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
26 judgment.

27 12. **ADDITIONAL PROVISIONS**.
28

1 12.1 No Admission of Liability, Class Certification or Representative Manageability for
2 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
3 claims. Nothing in this Agreement is intended or should be construed as an admission by
4 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
5 any liability for any claims asserted; nor should it be intended or construed as an admission by
6 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
7 certification and representative treatment is for purposes of this Settlement only. If, for any
8 reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
9 Defendant reserves the right to contest certification of any class for any reason, Defendant
10 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
11 for class certification on any grounds available and to contest Defendant's defenses. The
12 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
13 and will not be admissible in connection with, any litigation (except for proceedings to enforce
14 or effectuate the Settlement and this Agreement).

15 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
16 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
17 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
18 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
19 specifically or generally, to any person, corporation, association, government agency, or other
20 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
21 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
22 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
23 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
24 Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or
25 subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel
26 separately agree not to, directly or indirectly, initiate any conversation or other communication,
27 before the filing of the Motion for Preliminary Approval, with any third party regarding this
28 Agreement or the matters giving rise to this Agreement except to respond only that "the matter

1 was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
2 communications with Class Members in accordance with Class Counsel’s ethical obligations
3 owed to Class Members.

4 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
7 to communicate with Class Members in accordance with Class Counsel’s ethical obligations
8 owed to Class Members.

9 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Agreement, submitting supplemental evidence and supplementing points and authorities as
21 requested by the Court. In the event the Parties are unable to agree upon the form or content of
22 any document necessary to implement the Settlement, or on any modification of the Agreement
23 that may become necessary to implement the Settlement, the Parties will seek the assistance of
24 mediator Louis Marlin for resolution.

25 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the State of California, without
12 regard to conflict of law principles.

13 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 12.14 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 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
22 shall 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 12.16 Notice. All notices, demands, or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the
27 third business day after mailing by United States mail, or the day sent by email or messenger,
28 addressed as follows:

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Rose Sorial
r.sorial@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

MESSNER REEVES LLP
Kathleen Carter (SBN 157790)
Jeffrey R. Gillette (SBN 123346)
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Telephone: (949) 612-9128
Facsimile: (949) 438-2304
Email: kcarter@messner.com
jgillette@messner.com

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

12.18 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 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.

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

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

12.21 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 Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, 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.

By the Parties:

DATED: 2/12/2025

DocuSigned by:
William Little
406D5C19D3A4463

Plaintiff William R. R. Little

1 DATED: _____

2
3 Defendant StarVista

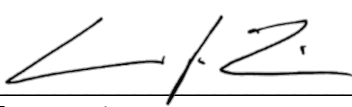
4 By: _____

5 Position: _____

6 Approved by counsel:

7
8 DATED: February 12, 2025

D.LAW, INC.

9
10 BY:  _____

David Yeremian

Alvin Lindsay

Enoch J. Kim

Rose Sorial

Counsel for Plaintiff William R. R. Little

11
12
13
14 DATED: February __, 2025

MESSNER REEVES LLP

15
16 BY: _____

Kathleen Carter

Jeffrey R. Gillette

Attorneys for Defendant StarVista

1 DATED: 2/18/2025

SL Mitchell

2 Defendant StarVista

3 By: Sara Larios Mitchell

4 Position: Chief Executive Officer

5
6 Approved by counsel:

7
8 DATED: February __, 2025

D.LAW, INC.

9 BY: _____

10 David Yeremian

11 Alvin Lindsay

12 Enoch J. Kim

Rose Sorial

13 Counsel for Plaintiff William R. R. Little

14 DATED: February 18, 2025

MESSNER REEVES LLP

15
16 BY: Jeffrey R. Gillette

17 Kathleen Carter

18 Jeffrey R. Gillette

19 Attorneys for Defendant StarVista