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BAY AREA COMMUNITY RESOURCES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DEVONE M. BARNES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

BAY AREA COMMUNITY RESOURCES, INC., a California Nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV062496

[Assigned for all purposes to Honorable Somnath Raj Chaterjee in Dept. 21]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: February 2, 2024
Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Devone Marcell Barnes ("Plaintiff Barnes") and Jelisa Margaret Spraggins

("Plaintiff Spraggins", and together with Plaintiff Barnes, the "Plaintiffs") and defendant Bay Area Community Resources, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action(s)" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant, captioned *Devone Marcell Barnes v. Bay Area Community Resources, et al.,* Case No. 24CV062496, initiated on February 2, 2024, and pending in Superior Court of the State of California, County of Alameda ("Barnes Class Action"); *Devone Marcell Barnes v. Bay Area Community Resources, et al.,* Case No. 24CV070890, initiated on April 8, 2024, and pending in Superior Court of the State of California, County of Alameda ("Barnes PAGA Action"); *Jelisa Margaret Spraggins v. Bay Area Community Resources, et al.,* Case No. 24CV099264, initiated on November 12, 2024, and pending in Superior Court of the State of California, County of Alameda ("Spraggins Class Action"); and *Jelisa Margaret Spraggins v. Bay Area Community Resources, et al.,* Case No. 25CV107598, initiated on January 21, 2025, and pending in Superior Court of the State of California, County of Alameda ("Spraggins PAGA Action").

1.2. "Administrator" means Phoenix Settlement Administrators the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to and approved by the Court in connection with Preliminary Approval of the Settlement.

1.4. "Class" means all current and former non-exempt employees of Defendant within the State of California at any time during the Class Period in the State of California.

1.5. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.; and James Hawkins, Gregory Mauro and Michael Calvo, of James Hawkins, APLC.

1.6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel under the Agreement and approved by the Court for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute

the Actions.

1.7. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); (5) Workweeks from time clock data for Class Members during the Class Period; and (6) PAGA Pay Periods from time clock data for PAGA Members during the PAGA Period.

1.8. "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 PAGA Member).

1.9. "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.

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

1.11. "Class Period" means the period from February 2, 2020, through December 31, 2025.

1.12. "Class Representatives" means the named Plaintiffs Devone Marcell Barnes and Jelisa Margaret Spraggins in the operative complaint in the Actions seeking Court approval to serve as a Class Representative, and as approved by the Court.

1.13. "Class Representatives Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and as approved by the Court.

1.14. "Court" means the Superior Court of California, County of Alameda.

1.15. "Defendant" means named defendant Bay Area Community Resources, Inc.

1.16. "Defense Counsel" means Cary G. Palmer, and Evan D. Beecher of Jackson Lewis P.C.

1.17. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting

Final Approval of the Settlement; and (b) the Judgment is final. 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.

1.18. "Final Approval" means the date of the Court's order granting final approval of the Settlement, and the Settlement is Effective.

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

1.20. "Final Judgment" means the date of the Judgment entered by the Court based upon the Final Approval, and the Settlement is Effective.

1.21. "Gross Settlement Amount" means $1,990,000.00 (One Million Nine Hundred Ninety Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payment, and Administrator's Expenses, as approved by the Court.

1.22. "Individual Class Payment(s)" 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.

1.23. "Individual PAGA Payment(s)" means the PAGA Members' pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

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

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments as approved by the Court.

1.28. "Non-Participating Class Member(s)" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "PAGA Members" or "Aggrieved Employees" means all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period in the State of California.

1.30. "PAGA Pay Period(s)" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period, based on Defendant's time clock data.

1.31. "PAGA Period" means the period from February 2, 2023 through December 31, 2025.

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

1.33. "PAGA Notice" means Plaintiff Barnes's February 2, 2024 and Plaintiff Spraggins' November 12, 2024 letters to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members ($50,000.00) and 75% to the LWDA ($150,000.00) in Settlement of Released PAGA Claims, and as approved by the Court.

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

1.36. "Plaintiffs" means Devone Marcell Barnes and Jelisa Margaret Spraggins the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the date of the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the Order granting Preliminary Approval and Approval of PAGA Settlement, attached as Exhibit B and incorporated by reference into this Agreement, and as approved by the Court.

1.39. "Released Class Claims" means the claims being released through this Agreement as provided in Paragraph 5.2 below and the Final Order approved by the Court.

1.40. "Released PAGA Claims" means the claims being released through this Agreement as described in Paragraph 5.4 below and the Final Order approved by the Court.

1.41. "Released Parties" as referenced herein and as released in the Settlement shall collectively mean: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, directors, officers, agents, employees, attorneys, insurers, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement and the Released Class Claims, signed by the Class Member.

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

1.44. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.45. "Workweek(s)" means any week during which a Class Member worked for Defendant during the Class Period, based on Defendant's time clocking data.

2. RECITALS

2.1. On February 2, 2024, Plaintiff Barnes commenced this Action by filing a complaint against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; (10) unfair competition; (11) sexual harassment; (12) retaliation; (13) negligent infliction of emotional distress; and (14) intentional infliction of emotional distress (the "Barnes Class Action").

2.2. On February 2, 2024, Plaintiff Barnes filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff Barnes intended to serve as a proxy of the LWDA to recover civil penalties on behalf of PAGA Members for alleged Labor Code violations ("Barnes PAGA Notice").

2.3. On April 8, 2024, Plaintiff Barnes filed a PAGA representative action, seeking PAGA civil penalties against Defendant for Labor Code violations alleged in the Barnes PAGA Notice.

2.4. On May 1, 2024, Plaintiff Barnes filed a First Amended Complaint under PAGA (the "Barnes PAGA Action").

2.5. On June 24, 2024, Defendant filed a Motion to Compel Arbitration.

2.6. On July 12, 2024, Defendant filed a Notice of Related Case relating Plaintiff Barnes's PAGA Action to Plaintiff Barnes's Class Action.

2.7. On October 15, 2024, the Court denied Defendant's Motions to Compel Arbitration in both Plaintiff Barnes's Class Action and PAGA Action.

2.8. On November 12, 2024, Plaintiff Spraggins commenced a separate class action by filing a complaint against Defendant (the "Spraggins Class Action").

2.9. On November 12, 2024, Plaintiff Spraggins filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff Spraggins intended to serve

as a proxy of the LWDA to recover civil penalties on behalf of PAGA Members for alleged Labor Code violations ("Spraggins PAGA Notice").

2.10. On January 21, 2025, Plaintiff Spraggins filed a PAGA representative action, seeking PAGA civil penalties against Defendant for Labor Code violations (the "Spraggins PAGA Action").

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

2.12. Prior to mediation Plaintiffs confidentially obtained, through informal discovery: (a) time and payroll records for 20% of Class Members through October 7, 2025; (b) exemplar wage statements and relevant policies; (c) personnel files of Plaintiffs; and (d) relevant standalone polices and excerpts from employee handbooks that were in effect from during the Class Period.

2.13. The Parties agree Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.14. On October 7, 2025, the Parties participated in an all-day private mediation presided over by Monique Bonnici-Ngo. The mediation was unsuccessful on the day of mediation, but with follow up by the mediator and continued negotiations, the Parties agreed to resolve all Released Class Claims and Released PAGA Claims alleged in the Actions and provided in this Agreement.

2.15. As part and parcel of the Settlement, the Parties agreed to stipulate to consolidate the various actions for purposes of Court approval of the Settlement. The Parties have since filed a stipulation to consolidate to the Actions and the Court has granted consolidation.

2.16. The Court has not granted class certification or issued any substantive decisions on the merits of the Actions.

2.17. 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. Gross Settlement Amount. Defendant agrees to pay $1,990,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to

separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to segregate or to pay the Gross Settlement Amount (or any payroll taxes) before the Effective Date and the deadline provided in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than $10,000.00 each, for an aggregate amount of $20,000, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member, and subject to Plaintiffs' general release of all claims as provided herein, including Civil Code section 1542 as to the Released Parties. Defendant will not oppose Plaintiffs' 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, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives Service Payment issuing IRS Forms 1099 to Plaintiffs. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives Service Payment.

3.2.2. To Class Counsel: Subject only to Court approval, a Class Counsel Fees Payment not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $696,500.00 and a Class Counsel Litigation Expenses Payment

not to exceed $45,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount. The apportionment and allocation between Class Counsel regarding the Class Counsel Fee Payment and the Class Counsel Expenses Payment is based on a separate and independent agreement between Class Counsel, and any potential dispute for the allocation of such payments between Class Counsel, will not affect this Settlement, the Preliminary Approval Order, the Final Approval Order or the Effective Date of the Settlement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $51,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $51,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement 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.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of alleged wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for alleged interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of $200,000.00 to be paid from the Gross Settlement Amount, with 75%

($150,000.00) allocated to the LWDA PAGA Payment and 25% ($50,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payments by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties ($50,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members 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 Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Member Workweeks and PAGA Members Pay Periods. For purposes of mediation and Settlement purposes, Defendant estimated there were 247,385 Workweeks between February 2, 2020 and October 7, 2025, and 66,647 PAGA Pay Periods between February 2, 2023 and October 7, 2025.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the confidential Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator shall 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, and shall not provide the Class Data to any third-parties or to Class Counsel. Defendant has a continuing duty to immediately notify the Settlement Administrator and Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the

deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Upon the Effective Date of the Settlement, Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in three (3) installments as follows: (1) the first installment payment of $700,000, and employer taxes, shall be made within 30 calendar days of Final Approval of Settlement ("First Payment"); (2) the second installment payment of $700,000, and employer taxes, shall be made on or before 12 months from the first installment payment ("Second Payment"); and (3) the third and final installment payment of $600,000, and employer taxes, shall be made no later than November 19, 2028 ("Third Payment"). By November 20, 2028, the GSA will be considered fully funded, absent any mutual agreements by the Parties, or as ordered by the Court, to extend the payment schedule as outlined above due to unforeseen circumstances, or by appeals of the Judgement that suspend the obligations and deadlines in this Agreement until finally resolved as provided in Paragraph 9.4 below. Any extensions between the Parties must be in writing and mutually agreed to by the Parties and subject to Court approval.

4.4. Payments from the Gross Settlement Amount. Upon the Effective Date of the Settlement and within 7 days after Defendant makes the First Payment, the Administrator will mail checks of a pro-rata distribution for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments. Similarly, within 7 days after Defendant makes the Second Payment, the Administrator shall make all payments due under the settlement on a pro-rata basis. Finally, within 7 days of the Third Payment, the Administrator shall issue all remaining payments due under the Settlement.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Members by First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such uncashed checks 50/50 to the following *cy pres* recipients and subject to Court approval as follows: 50

percent to Legal Aid at Work; and 50 percent to Koinonia Family Services for child advocacy programs in the State of California as permitted by Code of Civil Procedure section 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, benefits, deferred compensation or bonuses of any kind) for the Individual Class Payments and Individual PAGA Payments provided in this Agreement.

5. RELEASE OF CLAIMS

Upon the Effective Date of the Settlement, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant and the Released Parties from all known and unknown claims, transactions, or occurrences arising during their employment with Defendant, whether alleged or not alleged in the Actions. ("Plaintiffs' General Release.") Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain binding and effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or Released Party

5.1.2. Expressly excluded from the above general releases, and Section 1542 waiver, are Plaintiff Barnes' individual claims for sexual harassment, retaliation, negligent infliction of emotional distress, and intentional infliction of emotional distress, which are covered by a separate agreement between the Parties.

5.2. Released Class Claims by Participating Class Members: For the duration of the Class Period, and upon the Effective Date of the Settlement, Class Members, except those who opt out, will waive and release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Actions, or that could have been brought by Plaintiffs against the Released Parties, based on the facts asserted in the Actions, including without limitation, California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804; California Industrial Commission Wage Orders; Cal. Code Regs., title 8, sections 1527, 3366, 3457, and 8397.4, and 11040, *et seq.*; California Employment Development Department guidance; and Business and Professions Code sections 16600, 16700, and 17200, *et seq.*; California Code of Civil Procedure section 382, 1021.5, 1032, and 3287; and including all claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, declaratory relief, and penalties of any nature including but not limited to civil penalties, waiting-time penalties, interest, fees, costs during the Class Period ("collectively Released Class Claims").

5.3. Except as set forth in Section 5.2 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.

5.4. Released PAGA Claims by PAGA Members: For the duration of the PAGA Period, and upon the Effective Date of the Settlement, Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during PAGA Period that could have been brought by Plaintiffs against the Released Parties based upon the facts alleged in the complaints filed in the Barnes PAGA Action, the Spraggins PAGA Action, and the LWDA letters (as the same may be amended pursuant to this Agreement), including but not limited to California Labor Code sections 96, 98.6, 200-204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 558, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2802, 2804, 2810.5, 2698, *et seq.*, 2699.3, 3366, 3457, and 8397.4; the wage orders of the California Industrial Welfare Commission, including all claims for or related to unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, suitable seating, adequate and readily accessible sanitation facilities, unlawful background checks, applicant salary history information during the PAGA Period ("Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"). Plaintiffs agree to provide draft motion papers that comply with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. Defendant shall provide the Court with a declaration outlining its current financial hardship and the need for a payment

plan if requested by the Court for preliminary or final approval, to effectuate the Parties' settlement. Plaintiffs' counsel can generally indicate that Defendant's financial condition significantly impacted the mediator's proposal for the settlement and the timing of funding, in support of Plaintiffs' Motion for Preliminary Approval, and motion for final approval.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice as agreed-upon herein as Exhibit A, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice (substantially similar to Exhibit A); (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. Class Counsel agrees to provide Defense Counsel reasonable time to review and approve the above pleadings before filing with the Court.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary

Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

6.5. Enjoining of Class Members. Unless otherwise ordered by the Court at Preliminary Approval, the Preliminary Approval Order will include a provision enjoining Class Members from filing claims before the California Division of Labor Standards Enforcement (DLSE), and/or from initiating any other proceedings, regarding the Released Class Claims against the Released Parties, unless and until they opt out of the Settlement Class; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, to permit full and efficient administration of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law. A copy of the Parties' agreed upon Preliminary Approval Order is attached hereto as Exhibit B.

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than forty-five (45) calendar days after the Court's Preliminary Approval Order, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate

or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 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, 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, which 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 or other written notice 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 and signed by the Class Member. PAGA Members are not entitled to opt out of the Released PAGA Claims, and any effort to do so shall be denied by the Administrator.

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

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

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

7.5.5. The number of opt-outs by Class Members is not to exceed ten percent (10%), or Defendant may terminate the Settlement; however, Defendant shall not be required to terminate the Settlement. Defendant agrees to notify Class Counsel of any such decision no later than fourteen (14) calendar days following Defendant's receipt of all opt-outs after the deadline, and agrees to pay all claims

administration costs incurred through such date if the Settlement is terminated.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via 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 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 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination 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 Representatives Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by 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 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any aspect 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 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 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the employee or settlement identification numbers of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the employee or settlement administration numbers of Class Members who have submitted invalid Requests for Exclusion; (c) redacted copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Unless otherwise ordered by the Court, the Parties agree the names and identities of persons on the Exclusion List shall not be disclosed to Class Counsel or in public court filings.

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,

objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach redacted copies of all Requests for Exclusion and objections received. The names and identity of all objectors may be disclosed in public court filings.

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

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a

signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimated for mediation: (1) there were 4,719 Class Members and 247,385 Workweeks from February 2, 2020 through October 7, 2025; and (2) there were 2,824 PAGA Members who worked 66,647 PAGA Pay Periods from February 2, 2023 through October 7, 2025.

8.1. Increase in Workweeks. For Mediation and Settlement, Defendant represented that there were 247,385 Workweeks worked between February 2, 2020 through October 7, 2025. In the event the number of Workweeks worked increases by more than 10% between February 2, 2020 through October 7, 2025, (i.e., by more than 24,739 Workweeks worked for a total of 272,124 Workweeks), Defendant shall make an election that one of the following occur: (1) either the Gross Settlement Amount shall be increased by the percentage increase above 10% (e.g., by 2% if the percentage increase is 12%); or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 272,124 Workweeks worked by Class Members. The Workweek Value for this provision shall be calculated by dividing the Gross Settlement Amount by 247,385 and, thus, the Parties agree that the Workweek Value amounts to $8.04 per Workweek. ($1,990,000 / 247,385 Workweeks.) Thus, for example, should Defendant elect the former of the two options, and there are 296,862 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $198,893.52 (296,862 Workweeks – 272,124 Workweeks) x $8.04 Workweek).) Defendant must exercise its election pursuant to this Paragraph at least 15 days before Plaintiffs' filing of their Motion for the Preliminary Approval Order or it will be assumed Defendant has elected Option 1 in this Paragraph. Any said election may be reflected by declaration, an addendum or amendment of the Settlement, or an amendment thereto. In response to Plaintiffs' Motion for the Preliminary Approval Order, Defendant agrees to file a declaration estimating Workweeks by Class Members

during the Class Period, and if applicable, whether Defendant exercised Option 2 in this Paragraph.

8.2. Defendant may terminate the Settlement if the number of valid Requests for Exclusions exceeds ten percent (10%); however, Defendant shall not be required to terminate the Settlement. Defendant agrees to notify Class Counsel of any such decision no later than fourteen (14) calendar days following the opt-out deadline and agrees to pay all claims administration costs incurred through such date

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order (in substantially similar form to Exhibit C) and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel for approval 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 Representatives 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 Final Order or Judgment, the Parties' obligations and deadlines to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final upon the Effective Date of the Settlement..

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 Representatives 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 Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any

conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement 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 Plaintiffs 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 Plaintiffs, 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. Plaintiffs 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 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

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

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

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

11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with

the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

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

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

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/ / /

/ / /

IT IS SO AGREED:

Devone Barnes 08/28/2026

Plaintiff, Devone Marcell Barnes

For Defendant, Bay Area Community Resources, Inc.

Plaintiff, Jelisa Margaret Spraggins

AGREED AS TO FORM ONLY:

Vedang J. Patel 8/28/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Barnes

Cary G. Palmer
Evan D. Beecher
Counsel for Defendant

James Hawkins
Michael Calvo
Greg Mauro
Counsel for Plaintiff Spraggins

Docusign Envelope ID: FB159B8E-1A6E-885F-80B8-57C644B48C28

IT IS SO AGREED:

Plaintiff, Devone Marcell Barnes

Signed by:
1CECD57D9CFC46C...

Plaintiff, Jelisa Margaret Spraggins

For Defendant, Bay Area Community Resources, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Barnes

Cary G. Palmer
Evan D. Beecher
Counsel for Defendant

James Hawkins
Michael Calvo
Greg Mauro
Counsel for Plaintiff Spraggins

IT IS SO AGREED:



Plaintiff, Devone Marcell Barnes

Jonas Mok, CEO
For Defendant, Bay Area Community Resources, Inc.

Plaintiff, Jelisa Margaret Spraggins

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Barnes

Cary G. Palmer
Evan D. Beecher
Counsel for Defendant

James Hawkins
Michael Calvo
Greg Mauro
Counsel for Plaintiff Spraggins

EXHIBIT A

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Devone Marcell Barnes v. Bay Area Community Resources, et al., Case No. 24CV062496
Devone Marcell Barnes v. Bay Area Community Resources, et al., Case No. 24CV070890
Jelisa Margaret Spraggins v. Bay Area Community Resources, et al., Case No. 24CV099264
Jelisa Margaret Spraggins v. Bay Area Community Resources, et al., Case No. 25CV107598
Alameda County Superior Court (collectively "Actions")

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from several employee class and representative action lawsuits against Bay Area Community Resources, Inc. ("Defendant") for alleged wage and hour violations. The Actions were filed by former employees, Devone Marcell Barnes and Jelisa Margaret Spraggins ("Plaintiffs"), and seek payment of (1) alleged wages and other claims for a class of nonexempt employees ("Class Members") who worked for Defendant during the Class Period beginning February 2, 2020 to December 31, 2025; and (2) alleged penalties under the California Private Attorneys General Act ("PAGA") for all nonexempt employees who worked for Defendant during the PAGA Period beginning February 2, 2023 to December 31, 2025 ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to issue Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to issue Individual PAGA Payments and penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less required withholdings) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors, including the number of final workweeks during the Class Period and PAGA Period. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's time clock records showing that **you worked ____ Workweeks** during the Class Period and **you worked ____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or Pay Periods during the PAGA Period than the amounts stated, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the

Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

(1) **Do Nothing.** You need not do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

(3) **Object to the Settlement.** All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. See Section 7 of this Notice for more information.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will release all alleged class claims against Defendant and the Released Parties which are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement But Not the PAGA Settlement **The Opt-Out Deadline Is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. *See* Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must release their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement But Not the PAGA Settlement **Written Objections Must Be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you believe they are unreasonable. *See* Section **7** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You need not attend, but you do have the right to attend (or to hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Only Participating Class Members can object to the Settlement at the Final Approval Hearing. *See* Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must Be Submitted by** _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. *See* Section **4** of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

The Actions allege Defendant violated California laws by allegedly failing to pay all wages owed, including overtime and minimum wages, and wages due upon termination, as well as failing to provide meal periods, rest breaks, business expense reimbursements, itemized wage statements, and other claims. Based on the same claims, Plaintiff has also alleged a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Actions: David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.; and James Hawkins, Gregory Mauro and Michael Calvo of James Hawkins, APLC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages, denies any liability, and contends it complied with all applicable laws at all times.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

The Court has not made any determination whether Defendant or Plaintiffs are correct on the merits of the alleged claims. In the meantime, Plaintiffs and Defendant participated in private mediation in an effort to explore resolution of the Actions. The negotiations were arms-length and ultimately successful.

By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. Defendant Will Pay $1,990,000.00 as the Gross Settlement Amount. Upon the Effective Date of the Settlement, Defendant has agreed to fund the Gross Settlement with three payments over time. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will begin funding the Gross Settlement Amount over a period of several years beginning 30 days after the Judgment entered by the Court becomes Final. The Judgment will be Final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $696,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.

   ii. Up to $10,000.00 as a Class Representative Service Payment for Plaintiffs Barnes and Spraggins ($20,000.00 total), for filing the Actions, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive under this settlement other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

   iii. Up to $_____ to the Administrator for services administering the Settlement.

   iv. Up to $190,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

d. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS Forms W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is providing you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be provided 50/50, with 50% to Legal Aid at Work, and 50% to Koinonia Family Services for child advocacy programs in the State of California. Under the terms of the Settlement, you may be receiving several settlement checks as Defendant funds the Gross Settlement Amount.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by _____. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims against Defendant. Excluded Class Members will result in Participating Class Members receiving more of the Settlement.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Actions.

g. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not

pay any money and Class Members will not release any claims against Defendant.

h. Settlement Administrator. The Court has appointed a neutral company, _____, (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

i. Participating Class Members' Released Class Claims.

Upon the Effective Date of the Settlement, Class Members, except those who opt-out, will waive and release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Actions, or that could have been brought by Plaintiffs against the Released Parties based on the facts alleged in the Actions. Participating Class Members will be bound by the Released Class Claims (defined below).

All Participating Class Members who do not opt-out will release: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, directors, officers, agents, employees, attorneys, insurers, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (the "Released Parties").

Participating Class Members release Defendant and the Released Parties from any and all claims arising during the Class Period and alleged in the Actions, including based on the facts asserted in the Actions, including without limitation, California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804; California Industrial Commission Wage Orders; Cal. Code Regs., title 8, sections 1527, 3366, 3457, 8397.4, and 11040, *et seq.*; California Employment Development Department guidance; and Business and Professions Code sections 16600, 16700, and 17200, *et seq.*; California Code of Civil Procedure section 382, 1021.5, 1032, and 3287; and including all claims for or related to alleged unpaid wages, off-the-clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, declaratory relief, and penalties of any nature including but not limited to civil penalties, waiting-time penalties, interest, fees, and costs during the Class Period ("Released Class Claims").

j. PAGA Members' Released PAGA Claims.

Upon the Effective Date of the Settlement, Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as private attorneys general acting on behalf of Plaintiffs and the PAGA Members, release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during PAGA Period that could have been brought by Plaintiffs against the Released Parties based upon the facts alleged in the Actions and the LWDA letters.

The PAGA Members' release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during PAGA Period that could have been brought by Plaintiffs against the Released Parties based upon the facts alleged in the Actions and the LWDA letters (as the same may be amended pursuant to this Agreement), including but not limited to California Labor Code sections 96, 98.6, 200-204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 558, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2802, 2804, 2810.5, 2698, *et seq.*, 2699.3, 3366, 3457, and 8397.4; the wage orders of the California Industrial Welfare Commission, including all claims for or related to unpaid wages, off-the-clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, suitable seating, adequate and readily accessible sanitation facilities, unlawful background checks, applicant salary history information during the PAGA Period ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $50,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's time clock records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods you worked. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts-out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You may opt-out of the Class Settlement, but you are not required to do anything in response to this Notice if you wish to receive your Individual Settlement Amount. If you wish to opt-out, *i.e.*, not participate and not receive the Individual Class Payment, you may submit a written and signed letter with your name, present address, and telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to **personally sign your request**, identify the Actions as *Devone Marcell Barnes v. Bay Area Community Resources, et al., Case No. 24CV062496,* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You or your authorized representative must make this request. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before _____, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed

Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representatives Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at _____ or the Court's website at _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representatives Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions *Devone Marcell Barnes v. Bay Area Community Resources, et al., Case No. 24CV062496,* and include your name, current address, telephone number, and approximate dates of employment for Defendant and **sign the objection**. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but you are not required to, attend the Final Approval Hearing on _____ at _____ in Department _____ of the Alameda County Superior Court, located at 1221 Oak Street, 4th Floor, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE COURT ABOUT THE SETTLEMENT.

Class Counsel

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Settlement Administrator

Email Address:
Mailing Address:
Telephone:
Facsimile:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

PRELIMINARY APPROVAL ORDER

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DEVONE M. BARNES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

BAY AREA COMMUNITY RESOURCES, INC., a California Nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV062496

[Assigned for all purposes to Honorable Somnath Raj Chaterjee Dept. 21]

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Action Filed: February 2, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this Court, on _____, in Department 21 before the Honorable Somnath Raj Chaterjee, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") filed herewith. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Settlement, which provides for a Gross Settlement Amount of $1,990,000.00 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, costs of administration, and the Class Representatives' Service Payments should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 21 on the date and time set forth in the implementation schedule below.

4. This Court approves, as to form and content, the Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). The Court approves the procedure for Class Members to opt-out of, or to object to, the Settlement as set forth in the Class Action and PAGA Settlement Agreement, and the Class Notice.

5. The Court directs the mailing of the Class Notice by first-class mail to Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule below, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of the following: (1) the nature of the Actions, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) named Plaintiffs' and Class Counsel's applications for the Class Representatives' Service Payments, and Class Counsel's Fee Payment and Class Counsel Expense Payment; (3) a formula used to determine the Class Members' Individual Class Payments and Individual PAGA Payments; (4) how to participate in the Settlement; (5) how to object to the Settlement or to opt-out if a Class Member wishes to do so, and Class Members' right to appear through counsel if they desire; and (6) how to obtain additional information regarding the Actions and the Settlement. (Cal. Rules of Court, rule 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class Members of their rights under the settlement. Counsel for the Parties are authorized to correct any typographical errors in the Notice and to make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents. The Court further finds that the distribution of the Class Notice is substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first-class mail, pursuant to the terms set forth in the Settlement Agreement.

7. It is ordered that the Settlement Class is preliminarily certified for Settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: "all current and former non-exempt employees of Defendant within the State of California from February 2, 2020 through December 31, 2025." The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

8. The Court also approves for Settlement purposes only that PAGA Members are the following: "all current and former non-exempt employees of Defendant within the State of California from February 2, 2023 through December 31, 2025."

9. The Court concludes that, for Settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court confirms Plaintiffs Devone Marcell Barnes and Jelisa Margaret Spraggins as Class Representatives; and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and James Hawkins, Gregory Mauro and Michael Calvo of James Hawkins, APLC, as Class Counsel.

11. The Court confirms the appointment of _____ as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Class Members from filing claims before the California Division of Labor Standards Enforcement (DLSE), and/or from initiating any other proceedings, regarding the Released Class Claims against the Released Parties, unless and until they opt-out of the Settlement Class.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[30 calendar days after Preliminary Approval Order]
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	[45 calendar days after Preliminary Approval Order]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Class Notices that have been re-mailed]
d.	Deadline for Class Members to Postmark Any Objections to Settlement	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Notices that have been re-sent]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payments	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	[7 calendar days before Class Counsel's deadline to File Motion for Final Approval of Settlement]
g.	Deadline for Defendant to provide written of its choice to withdraw from Settlement to Class Counsel (if applicable)	[14 calendar days after Settlement Administrator provides Exclusion List to Defendant, if the number of opt-outs exceeds 10% of Class Members]
h.	Final Fairness Hearing and Final Approval	

i.	Deadline for Defendant to complete first payment (if Settlement is Effective)	[30 calendar days after Effective Date]
j.	Deadline for Defendant to complete second payment (if Settlement is Effective)	[12 months from first installment payment]
k.	Deadline for Defendant to complete third payment (if Settlement is Effective)	November 19, 2028 (if Settlement is Effective)
l.	Deadline for Settlement Administrator to mail the pro rata Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	[7 calendar days after receipt of first, second, and third installment payments]
m.	Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments (if Settlement is Effective)	[120 calendar days after Settlement Administrator mails Individual Class Payments and Individual PAGA Payments]
n.	Deadline for Settlement Administrator to distribute uncashed checks to *cy pres* recipient (if Settlement is Effective)	[Within 180 calendar days after the deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments]
o.	Settlement Administrator to File Proof of Payment of Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer the Class Counsel Fees Payment and the Class Counsel Expenses Payment (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to *cy pres* beneficiary]

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Actions shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Actions.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Somnath Raj Chaterjee
Judge of the Superior Court

EXHIBIT C

FINAL APPROVAL ORDER

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DEVONE M. BARNES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

BAY AREA COMMUNITY RESOURCES, INC., a California Nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV062496

[Assigned for all purposes to Honorable Somnath Raj Chaterjee Dept. 21]

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Action Filed: February 2, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class and representative action ("Actions") having come before the Court on _____, for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered _____, and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") in the Actions, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement, the terms "Settlement Class" and "Class Members" mean the following: "all current or former non-exempt employees who worked for Defendant in California from February 2, 2020 through December 31, 2025." The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be February 2, 2020 through December 31, 2025.

3. The term PAGA Members shall mean the following: "all current and former non-exempt employees of Defendant within the State of California from February 2, 2023 through December 31, 2025. The "PAGA Period" is February 2, 2023 through December 31, 2025."

4. For purposes of the Settlement and this Final Order, "Released Parties" as referenced herein and as released in the Settlement shall collectively mean: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, directors, officers, agents, employees, attorneys, insurers, clients, partners, managers,

contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

5. The term "Actions" means the above-referenced class and consolidated Actions.

6. This Court has jurisdiction over the subject matter of these Actions and over all Parties to the Actions, including all Class Members.

7. Distribution of the Class Notice directed to the Class Members and PAGA Members as set forth in the Settlement, and the other matters set forth therein, has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be identified through reasonable effort, is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.

8. All Class Members and all Released Class Claims are covered by and included within the Settlement and this Final Order. The deadline for opting out and objecting to the Settlement was _____. A total of ___ Class Members opted out of the Settlement; those persons who opted out of the Settlement are not Class Members and are not bound by the Released Class Claims. No Class Members objected to the Settlement. All PAGA Members and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

9. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

a) The Settlement was reached through arm's-length bargaining between the Parties. There has been no collusion between the parties in reaching the proposed Settlement;

b) The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently;

c) Plaintiffs' Counsel are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming wage and hour violations; all counsel recommended approval of the Settlement;

d) The percentage of objectors and requests for exclusion is small: ___ objections were received; and ___ requests for exclusion were received;

e) The participation rate was high: ____ Participating Class Members will be mailed a check for their Settlement Share, which represents ____% of the Class Members;

f) The Maximum Settlement Amount to be paid by Defendant pursuant to the Settlement is $1,990,000.00, plus the employer's taxes to be paid separately for the wage portion of the Individual Settlement Payments. The consideration to be given to the Class Members and PAGA Members under the terms of the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the Settlement of this Action and release of the Released Class Claims and the Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action

10. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arm's-length negotiations before a well-respected class action mediator. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the

benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified for Settlement purposes only.

11. Upon the Effective Date of the Settlement, Class Members, except those who opt-out, will waive and release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Actions, or that could have been brought by Plaintiffs in the Actions, against the Released Parties based on the facts asserted in the complaints filed in the Barnes Class Action and Spraggins Class Action, including without limitation, California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804; California Industrial Commission Wage Orders; Cal. Code Regs., title 8, sections 1527, 3366, 3457, 8397.4, and 11040, *et seq.*; California Employment Development Department guidance; and Business and Professions Code sections 16600, 16700, and 17200, *et seq.*; California Code of Civil Procedure section 382, 1021.5, 1032, and 3287; and including all claims for or related to alleged unpaid wages, off-the-clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, declaratory relief, and penalties of any nature including but not limited to civil penalties, waiting-time penalties, interest, fees, and costs during the Class Period (collectively "Released Class Claims"). Expressly excluded from the release are 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.

12. Upon the Effective Date of the Settlement, Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as private attorneys general acting on behalf of Plaintiffs and the PAGA Members, release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during PAGA Period that could have been

brought by Plaintiffs against the Released Parties based upon the facts alleged in the Actions and the LWDA letters (as the same may be amended pursuant to this Agreement), including but not limited to California Labor Code sections 96, 98.6, 200-204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 558, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2802, 2804, 2810.5, 2698, *et seq.*, 2699.3, 3366, 3457, and 8397.4; the wage orders of the California Industrial Welfare Commission, including all claims for or related to unpaid wages, off-the-clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, vested or unused vacation pay, sick leave, regular rate of pay, reporting time pay, cooldown rest periods, suitable seating, adequate and readily accessible sanitation facilities, unlawful background checks, and applicant salary history information during the PAGA Period (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members against the Released Parties during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) his/her settlement checks sent pursuant to this Settlement. PAGA Members cannot and do not have the right to opt-out of the PAGA Group and/or release of their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in the PAGA Group assuming he or she qualifies as a PAGA Member. Upon entry of Judgment, the Released Class Claims and the Released PAGA Claims will be subject to claim preclusion.

13. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Actions or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings

related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released Class Claims, the Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Actions, or submit in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file in the Actions as evidence of the Settlement to support a defense of *res judicata, collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

14. The Court hereby enters judgment in the entire Actions as of the filing date of this Final Order pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

15. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

16. The Court hereby confirms Plaintiffs Devone Marcell Barnes and Jelisa Margaret Spraggins as Class Representatives; and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and James Hawkins, Gregory Mauro and Michael Calvo of James Hawkins, APLC, as Class Counsel.

17. The Court further finds that the common fund doctrine is applicable to this Actions because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately traces to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of 35 percent of the common fund to be appropriate compensation for Class Counsel. The

attorneys' fees request is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Actions, which included potential loss at summary judgment, certification, and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees in the amount of $_____, and Attorneys' Expenses in the amount of $_____, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Actions. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered by the Administrator pursuant to the terms of the Settlement and made payable to and deposited into the bank accounts of Class Counsel in the Actions. The allocation and distribution of the Court-awarded attorneys' fees and costs is subject to a separate arrangement and agreement between Class Counsel.

18. The Court also hereby approves and orders Class Representatives Service Payments to Class Representative Devone Marcell Barnes and Class Representative Jelisa Margaret Spraggins in the amount of $10,000.00 each from the Gross Settlement Amount.

19. The Agreement provides for a PAGA Payment of $45,000.00, which is allocated 65% to the LWDA and 35% to the PAGA Members as part of the Gross Settlement Amount, which the Court finds to be reasonable. The Court also hereby approves and orders payment in the amount of $29,250.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor Workforce Development Agency.

20. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator in the amount of _____.

21. The Court also hereby approves and orders that any uncashed Individual Class Payment checks or Individual PAGA Payment checks are cancelled after the void date, and the Administrator shall transmit the funds represented by such checks to the Parties' following mutually agreed-upon *cy pres* recipients 50/50: 50% to Legal Aid at Work; and 50% Koinonia Family Services for child

advocacy programs in State of California, thereby leaving no unpaid residue subject to the requirements of California Code of Civil Procedure section 384(b).

22. The Court also hereby finds and orders that the Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

23. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, the LWDA PAGA Payment, Class Counsel's Fees Payment, and Class Counsel's Expenses Payment is as set forth in the Implementation Schedule within the Preliminary Approval Order.

24. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

_____
Hon. Somnath Raj Chaterjee
Judge of the Superior Court