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DBA LOS ANGELES COLD STORAGE and LAWRENCE RAUCH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CLAUDIA ESTHER VALENZUELA, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

STANDARD-SOUTHERN
CORPORATION, DBA LOS ANGELES
COLD STORAGE, a Delaware corporation;
LAWRENCE RAUCH, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV07836

[Assigned for all purposes to the Hon.
Laura Siegle in Dept. 7]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 27, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Claudia Esther Valenzuela (“Plaintiff”) and defendants Standard-Southern
3 Corporation dba Los Angeles Cold Storage and Lawrence Rauch (collectively, “Defendants”).
4 The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as
5 “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants, captioned *Claudia Esther Valenzuela v. Standard-Southern Corporation d/b/a Los*
9 *Angeles Cold Storage*, Case No. 24STCV07836, initiated on March 27, 2024, and pending in
10 Superior Court of the State of California, County of Los Angeles.

11 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
12 appoint to administer the Settlement.

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

17 1.4. “Aggrieved Employee” means a non-exempt employee currently or formerly employed
18 by Defendants, either directly or through any subsidiary as non-exempt, hourly-paid employee
19 during the PAGA Period in the State of California.

20 1.5. “Class” means all non-exempt employees currently or formerly employed by Defendants,
21 either directly or through any subsidiary as non-exempt, hourly-paid employees during the Class
22 Period in the State of California.

23 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendants’ 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); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

1.10. "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.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE 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.

1.12. "Class Period" means the period from March 27, 2020, through April 8, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means named defendants Standard-Southern Corporation dba Los Angeles Cold Storage and Lawrence Rauch.

1.17. "Defense Counsel" means Daria Dub Carlson of Bryan Cave Leighton Paisner LLP.

1.18. "Effective Date" means the later of: (a) the date the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the date 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.

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

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

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

1.22. “Gross Settlement Amount” means \$1,000,000.00 (One Million Dollars and Zero Cents) which is the total amount Defendants agree 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, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

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

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

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

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

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

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

1 paid to Participating Class Members as Individual Class Payments.

2 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

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

7 1.31. “PAGA Period” means the period from March 27, 2023 through the end of the Class
8 Period.

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

10 1.33. “PAGA Notice” means plaintiff’s March 27, 2024 letter to defendants and the LWDA,
11 providing notice pursuant to Labor Code section 2699.3 subd. (a).

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

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

17 1.36. “Plaintiff” means Claudia Esther Valenzuela the named plaintiff in the Action.

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

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

22 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
23 below.

24 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
25 below.

26 1.41. “Released Parties” means: Defendants, and each of their former, present and future
27 owners, parents, and subsidiaries, and all of their current, former, and future officers, directors,
28 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,

predecessors, successors, assigns, accountants, insurers, reinsurers, spouses, family members, heirs and/or legal representatives.

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

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, 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 date the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on Defendants’ time record data.

2. RECITALS

2.1. On March 27, 2024, Plaintiff commenced this Action by filing a complaint against Defendants 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) violations of Labor Code §227.3, and (10) unfair competition (“Action”).

2.2. On March 27, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.3. On May 31, 2024, after sixty-five (65) days had passed since Plaintiff filed and served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a separate representative action, seeking PAGA civil penalties against

Defendants, pursuant to labor code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 (the “PAGA Action”).

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

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) internal policy documents from 2020 through the present related to Plaintiff’s claims; (b) Plaintiff’s personnel file; (c) numerous collective bargaining agreements; and (d) complete time and wage data from the class period.

2.6. Plaintiff’s 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*”).

2.7. On April 8, 2025, the Parties participated in an all-day mediation presided over by Lynn Frank. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. The Court has not granted class certification.

2.9. 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.

2.10. As part of the Settlement, the Parties agreed to stipulate to the filing of a First Amended Complaint in the Class Action to include all claims alleged in the PAGA Action, and thereafter dismiss the PAGA Action, thereby effectively consolidating the Class and PAGA Action. The First Amended Complaint will be the “Operative Complaint.”

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$1,000,000.00 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. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$350,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff 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

1 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
2 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
3 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
4 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
5 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
6 Payment and will hold Defendants harmless, and will indemnify Defendants, from any
7 dispute or controversy regarding any division or sharing of any of these Payments. There
8 will be no additional charge of any kind to either the Settlement Class Members or
9 request for additional consideration from Defendants for such work unless, Defendants
10 materially breach this Agreement, including any term regarding funding, and further
11 efforts are necessary from Class Counsel to remedy said breach, including, without
12 limitation, moving the Court to enforce the Agreement. Should the Court approve
13 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
14 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
15 Settlement Amount.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
17 \$6,650.00 except for a showing of good cause and as approved by the Court. To the
18 extent the Administration Expenses are less or the Court approves payment less than
19 \$6,650.00, the Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
21 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
22 by all Participating Class Members during the Class Period and (b) multiplying the result
23 by each Participating Class Member's Workweeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
25 Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
27 withholding and will be reported on an IRS W-2 Form. The 80% of each
28 Participating Class Member's Individual Class Payment will be allocated to

1 settlement of claims for interest and penalties (the “Non-Wage Portion”). The
2 Non-Wage Portions are not subject to wage withholdings and will be reported
3 on IRS 1099 Forms. Participating Class Members assume full responsibility
4 and liability for any employee taxes owed on their Individual Class Payment.

5 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
6 Class Payments. Non-Participating Class Members will not receive any
7 Individual Class Payments. The Administrator will retain amounts equal to
8 their Individual Class Payments in the Net Settlement Amount for distribution
9 to Participating Class Members on a pro rata basis.

10 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
11 \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)
12 allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the
13 Individual PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA
15 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share
16 of PAGA Penalties (\$25,000.00) by the total number of PAGA Pay Periods
17 worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
19 Aggrieved Employees assume full responsibility and liability for any taxes
20 owed on their Individual PAGA Payment.

21 3.2.5.2. If the Court approves PAGA Penalties of less than the
22 amount requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount. The Administrator will report the Individual PAGA
24 Payments on IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING AND PAYMENTS**

26 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
27 to date, Defendants estimate there are 117 Class Members who collectively worked a total of
28 14,819 Workweeks, and 88 Aggrieved Employees who worked 3,140 Pay Periods.

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

13 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
14 Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
15 transmitting the funds to the Administrator no later than six (6) months after the Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
17 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
18 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
20 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
21 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
22 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
23 Payments.

24 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
25 Individual PAGA Payments and send them to the Class Members via First Class U.S.
26 Mail, postage prepaid. The face of each check shall prominently state the date (not less
27 than 180 days after the date of mailing) when the check will be voided. The
28 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 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (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 returned 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, if 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 checks to the *cy pres* recipient, Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

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

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,

1 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
2 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
3 Class Members, and Class Counsel will release claims against all Released Parties as follows:

4 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
6 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
7 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
8 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
9 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
10 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
11 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
12 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
13 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
14 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
15 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
16 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

17 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
19 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
20 which reads:

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

25 5.2. Release by Participating Class Members: For the duration of the Class Period, all
26 Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all claims that were alleged, or reasonably could have been alleged, based on the

facts stated in the Operative Complaint.

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. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, 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; (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;

1 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
2 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
3 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
4 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
5 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
6 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
7 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
8 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
9 Members and the Administrator.

10 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
13 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
14 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
15 Administrator.

16 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
19 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
23 Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve
26 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
27 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
28 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, Aggrieved Employees, 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 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (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, Defendants 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 from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire

1 to be excluded. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the
3 authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall
5 be final and not appealable or otherwise susceptible to challenge.

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

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

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

1 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
2 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
3 the challenges.

4 7.7. Objections to Settlement

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

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

16 7.7.3. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

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

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
3 Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have
6 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
7 other identifying information of Class Members who have submitted invalid Requests
8 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
9 (whether valid or invalid).

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

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

24 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
25 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
26 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
27 due diligence and compliance with all of its obligations under this Agreement,
28 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, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 117 Class Members and 14,819 Total Workweeks during the Class Period and (2) there are 88 Aggrieved Employees who worked 3,140 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 14,738 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 1,474 Workweeks worked, then at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 16,212 multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks ends on 16,212 Workweeks, with no additional payment by Defendants. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 14,738. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$67.85 per Workweek (\$1,000,000 / 14,738 Workweeks). Thus, for example, should there be 17,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be

increased by \$53,466. (17,000 Workweeks – 16,212 Workweeks x \$67.85/Workweek.). Defendants shall elect their option above no later than 7 days after receiving sufficient information from the Administrator that the number of Workweeks reaches 16,212. If Defendants fail to make this election, then option (1) shall be presumed selected.

9. MOTION FOR FINAL APPROVAL

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

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

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

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

and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.

1 Nothing in this Agreement is intended or should be construed as an admission by Defendants
2 that any of the allegations in the Operative Complaint have merit or that Defendants have any
3 liability for any claims asserted; nor should it be intended or construed as an admission by
4 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
5 certification and representative treatment are for purposes of this Settlement only. If, for any
6 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
7 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
8 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move
9 for class certification on any grounds available and to contest Defendants' defenses. The
10 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
11 and will not be admissible in connection with, any litigation (except for proceedings to enforce
12 or effectuate the Settlement and this Agreement). Defendants' payment of wages to Class
13 Members does not extend or alter the Class Members' period of employment with Defendants
14 for any purpose.

15 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
16 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
17 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
18 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
19 or indirectly, specifically or generally, to any person, corporation, association, government
20 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
21 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
22 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
23 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
24 government agency. Each Party agrees to immediately notify each other Party of any judicial or
25 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
26 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
27 conversation or other communication, before the filing of the Motion for Preliminary Approval,
28 any with third party regarding this Agreement or the matters giving rise to this Agreement except

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

4 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
7 ability to communicate with Class Members in accordance with Class Counsel’s ethical
8 obligations owed to Class Members.

9 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, and submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed or agreed to by all
7 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
8 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
9 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
10 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
11 behalf of the Parties once fully executed.

12 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting

20 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive
22 the execution of this Agreement

23 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
24 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
25 in connection with the mediation, other settlement negotiations, or in connection with the
26 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
27 be used in any way that violates any existing contractual agreement, statute, or rule of court.

28 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of this Agreement.

2 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
3 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
4 weekend or federal legal holiday, such date or deadline shall be on the first business day
5 thereafter.

6 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
7 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
8 be accepted as an original. All executed counterparts and each of them will be deemed to be one
9 and the same instrument if counsel for the Parties will exchange between themselves signed
10 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
11 and contents of this Agreement.

12 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
14 agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, the date to
15 bring a case to trial under CCP section 583.310 will be extended for the entire period of this
16 settlement process.

17 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
18 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
19 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
20 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
21 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
22 Agreement.

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28 ///

1 IT IS SO AGREED:

2 Claudia Valenzuela

3
4 Plaintiff, Claudia Esther Valenzuela

Lawrence Rauch
President

For Defendant, Standard-Southern Corporation
dba Los Angeles Cold Storage

Lawrence Rauch

Defendant, Lawrence Rauch

9
10 AGREED AS TO FORM ONLY:

11 David Bibiyan

12 David D. Bibiyan
13 Vedang J. Patel
Counsel for Plaintiff

Daria Dub Carlson

Daria Dub Carlson
Counsel for Defendants