

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement" or
3 "Settlement Agreement") is made by and between Plaintiff Oksana Parrilla ("Plaintiff" or "Class
4 Representative"), on her own behalf and on behalf of all members of the Class, as defined below, on the
5 one hand, and Defendant Ethika, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to
6 as the "Parties" or individually as "Party"), in the lawsuit entitled *Oksana Parrilla v. Ethika, Inc.*, filed
7 in Orange County Superior Court, Case No. 30-2023-01362838-CU-OE-CXC. This Settlement resolves
8 all claims that were asserted or could have been asserted against Defendant pertaining to the claims in
9 the Litigation.

10 **I. DEFINITIONS**

11 **A. "Administration Costs"** means the amount the Settlement Administrator will be paid
12 from the Gross Fund Value to reimburse its reasonable fees and expenses in accordance with the
13 Settlement Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary
14 Approval of the Settlement.

15 **B "Class" or "Class Members"** means all current or former hourly paid or non-exempt
16 employees who worked for Defendant within the state of California at any time during the Class Period.

17 **C. "Class Counsel" or "Plaintiff's Counsel"** means Jill J. Parker and S. Emi Minne of
18 Parker & Minne, LLP and Arby Aiwazian, Joanna Ghosh, Brian St. John, and Maria Halwadjian of
19 Lawyers for Justice, PC and all the lawyers of these firms acting on behalf of Plaintiff and the Class.

20 **D. "Class Counsel Fees Payment"** means the amount allocated to Class Counsel for
21 reimbursement of reasonable attorneys' fees incurred to prosecute the Litigation and shall be paid from
22 the Gross Fund Value, subject to Court approval. The Parties have agreed Plaintiff will request approval
23 from the Court of up to 35% of the GFV for the Class Counsel Fees Payment.

24 **E. "Class Counsel Litigation Expenses Payment"** means the amount allocated to Class
25 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Litigation, not
26 to exceed \$30,000.00 (Thirty Thousand Dollars and Zero Cents). The Class Counsel Litigation Expenses
27 Payment shall be paid from the GFV, subject to Court approval.

1 **F. “Class Data”** means Class Member identifying information in Defendant’s possession
2 including the Class Members’ names, last-known mailing addresses, Social Security numbers, and
3 number of Workweeks and PAGA Pay Periods.

4 **G. “Class Member”** means a member of the Class, as either a Participating Class Member
5 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a
6 PAGA Group Member).

7 **H. “Class Member Address Search”** means the Settlement Administrator’s investigation
8 and search for current Class Member mailing addresses using all reasonably available sources, methods,
9 and means, including but not limited to the National Change of Address database, skip traces, and direct
10 contract by the Settlement Administrator with a Class Member.

11 **I. “Class Notice”** means the Notice of Class Action Settlement, to be mailed to Class
12 Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and
13 incorporated by reference into this Agreement. The Class Notice shall constitute notice to the Class
14 pursuant to California Rule of Court, Rule 3.769(f) and, once approved by the Court, shall be deemed
15 compliant with California Rule of Court, Rule 3.766.

16 **J. “Class Period”** means the time period from November 21, 2019, to September 23, 2024.

17 **K. “Class Representative”** means named Plaintiff Oksana Parrilla.

18 **L. “Class Representative Service Payment”** means the payment to the Class
19 Representative for initiating the Litigation and providing services in support of the Litigation, subject
20 to Court approval.

21 **M. “Class Settlement”** means the settlement and release of Released Class Claims.

22 **N. “Court”** means the Superior Court of the State of California for the County of Orange.

23 **O. “Defendant”** means named Defendant Ethika, Inc.

24 **P. “Defense Counsel”** means Christine D. Baran and Kari E. Gibson of Fisher & Phillips
25 LLP.

26 **Q. “Effective Date”** means the date when all of the following events have occurred: (1) the
27 Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given
28 preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members,

1 providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class
2 Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and
3 Judgment; and (5) in the event there are written objections to the Class Settlement filed prior to the Final
4 Approval Hearing which are not later withdrawn or denied, the later of the following events: five court
5 days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
6 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
7 been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order
8 and Judgment has been filed, five court days after any appeal, writ, or other appellate proceedings
9 opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed
10 with no right to pursue further remedies or relief.

11 **R. "Employee PAGA Amount"** means 25% of the PAGA Penalties paid to the PAGA
12 Group Members under Labor Code section 2699, subd. (i).

13 **S. "Final Approval Hearing"** means the Court's hearing(s) where it considers and
14 determines whether the Settlement should be granted based on the Motion for Final Approval of the
15 Settlement in the Litigation.

16 **T. "Final Approval Order"** as used herein mean the Court's order granting final approval
17 of the Settlement in the Litigation following the Final Approval Hearing.

18 **U. "Gross Fund Value" or "GFV"** means \$550,000.00 (Five Hundred Fifty Thousand
19 Dollars and Zero Cents), which, in addition to employer taxes, is the total and maximum amount
20 Defendant agrees to pay under the Settlement, in exchange for the release of claims. The GFV will be
21 used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
23 Payment, and the Administration Costs.

24 **V. "Individual Class Payments"** means payments made to the Participating Class Members
25 from the Net Settlement Amount as part of the Settlement in exchange for the Released Class Claims.

26 **W. "Individual PAGA Payments"** means payments made to the PAGA Group Members
27 from the Employee PAGA Amount that PAGA Group Members are eligible to receive under the PAGA
28 Settlement in exchange for the Released PAGA Claims.

1 **X. “Judgment”** means the judgment entered by the Court based upon entering the Final
2 Approval Order of the Settlement in the Litigation.

3 **Y.** The term **“Litigation”** herein includes: (1) Plaintiff’s Class Action lawsuit alleging class
4 action wage and hour violations against Defendant captioned *Oksana Parrilla v. Ethika, Inc.*, filed on
5 November 21, 2023 in Orange County Superior Court, Case No. 30-2023-01362838-CU-OE-CXC,
6 including any and all amended pleadings (the “Civil Action”); and (2) Plaintiff’s written notice to the
7 Labor and Workforce Development Agency dated March 20, 2024, pursuant to California Labor Code
8 Section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by
9 Defendant, including any and all amended notices (the “PAGA Notice”). The “Civil Action” and any
10 Operative Complaint filed therein and the “PAGA Notice” are collectively referred to herein as the
11 “Litigation.”

12 **Z.** “LWDA” means the California Labor and Workforce Development Agency.

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

15 **BB.** “Net Settlement Amount” means the total amount of money available for payout to
16 Participating Class Members, which is the GFV less the following payments in the amounts approved
17 by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service
18 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
19 Administration Costs. The remainder, or the Net Settlement Amount, is the portion of the GFV that will
20 be distributed to Participating Class Members as Individual Class Payments.

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

23 **DD.** “Operative Complaint” means the First Amended Class and Representative Action
24 Complaint that Plaintiff agreed to file in the Civil Action.

25 **EE.** “PAGA” means the Private Attorneys General Act (Labor Code section 2698 et seq.).

26 **FF.** “PAGA Group Member” means any current or former hourly-paid or non-exempt
27 employee who worked for Defendant within the State of California at any time during the PAGA Period
28 (collectively referred to as the “PAGA Group Members”).

1 **GG. "PAGA Pay Period"** means any pay period during which a PAGA Group Member
2 worked for Defendant for at least one day during the PAGA Period.

3 **HH. "PAGA Penalties"** means the amount of Twenty-Five Thousand Dollars (\$25,000.00)
4 from the GFV which will be allocated toward penalties under PAGA.

5 **II. "PAGA Period"** means the period from March 20, 2023 to September 23, 2024.

6 **JJ. "PAGA Settlement"** means the settlement and release of Released PAGA Claims.

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

9 **LL. "Plaintiff"** as used herein means Oksana Parrilla.

10 **MM. "Preliminary Approval"** means the Court's order granting preliminary approval of the
11 Settlement in the Litigation.

12 **NN. "Preliminary Approval Date"** means the date that the Court enters an order granting
13 preliminary approval of the Settlement.

14 **OO. "Released Class Claims"** means the claims being released as described in Paragraph
15 VI(A) below.

16 **PP. "Released PAGA Claims"** means the claims being released as described in Paragraph
17 VI(B) below.

18 **QQ. "Released Parties"** means Defendant and its respective past, present, and future
19 predecessors, successors, officers, directors, employees, and agents.

20 **RR. "Request for Exclusion"** means a Class Member's submission of a written request to be
21 excluded from the Class Settlement containing: (1) the case name and number of the Civil Action; (2)
22 the full name, address, telephone number, and last four digits of the Social Security number of the Class
23 Member; (3) a statement that the Class Member wishes to be excluded from the Settlement; (4) the
24 signature of the Class Member or his/her authorized representative. A Request for Exclusion must be
25 postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the
26 address specified in the Class Notice. Class Members may utilize the Request for Exclusion form,
27 substantially similar to the form included with the Class Notice attached hereto as **Exhibit A**, subject to
28 Court approval.

1 **SS. “Response Deadline”** means sixty (60) days after the Settlement Administrator mails the
2 Class Notice to the Class Members and PAGA Group Members and shall be the last date on which Class
3 Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail Objections to the Settlement,
4 or (c) mail Workweek and/or Pay Period Challenges. Class Members to whom Notice packets are resent
5 after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen
6 (14) calendar days beyond the Response Deadline has expired to submit Requests for Exclusions,
7 Objections, and/or Workweek and/or Pay Period Challenges.

8 **TT. “Settlement”** means the disposition of the Litigation effected by this Agreement and the
9 Judgment.

10 **UU. “Settlement Administrator”** means Phoenix Settlement Administrators, the settlement
11 administrator selected by the Parties, which will be responsible for the administration of the Settlement.
12 The Parties each represent that they do not have any financial interest in the Settlement Administrator
13 or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

14 **VV. “Workweeks”** means the number of weeks that a Class Member worked for Defendant
15 as an hourly-paid or non-exempt employee in California during the Class Period (based on the number
16 of workweeks in the Class List that Defendant provides to the Settlement Administrator). Each Class
17 Member will be credited with at least one (1) Workweek. A Workweek includes any week in which a
18 Class Member had a time worked entry in Defendant’s timekeeping system.

19 **II. BACKGROUND**

20 **A.** On November 21, 2023, Plaintiff filed a Class Action Complaint for Damages, thereby
21 commencing a putative class action entitled *Oksana Parrilla v. Ethika, Inc.*, Orange County Superior
22 Court Case No. 30-2023-01362838-CU-OE-CXC against Defendant. The Civil Action alleges that
23 Defendant violated various wage-and-hour laws, including: (1) unpaid overtime (Labor Code §§ 510
24 and 1198); (2) unpaid meal period premiums (Labor Code §§ 226.7 and 512(a)); (3) unpaid rest period
25 premiums (Labor Code § 226.7); (4) unpaid minimum wages (Labor Code §§ 1194, 1197, and 1197.1;
26 (5) final wages not timely paid (Labor Code §§ 201 and 202); (6) wages not timely paid during
27 employment (Labor Code § 204); (7) non-compliant wage statements (Labor Code § 226(a)); (8) failure
28 to keep requisite payroll records (Labor Code § 1174(d)); (9) unreimbursed business expenses (Labor

1 Code §§ 2800 and 2802); and (10) violation of California Business & Professions Code §§ 17200, et
2 seq.

3 B. On March 20, 2024, Plaintiff provided written notice to the LWDA by online submission,
4 and to Defendant, by certified mail, of the specific provisions of the California Labor Code that were
5 allegedly violated.

6 C. In order to facilitate the global settlement of the Civil Action and the claims alleged in the
7 PAGA Notice, the Parties have agreed that Plaintiff shall file a First Amended Class Action Complaint
8 for Damages and Enforcement Action Under the Private Attorneys General Act, § 2698 Et Seq., which
9 adds an eleventh cause of action seeking penalties pursuant to the California Labor Code Private
10 Attorneys' General Act, California Labor Code section 2698, et seq. on behalf of the PAGA Group
11 Members. A stipulation and proposed order reflecting the Parties' agreement regarding the filing of the
12 First Amended Complaint shall be filed with the Court before Plaintiff files her Motion for Preliminary
13 Approval. This Settlement is contingent upon Preliminary and Final Approval. If the Settlement does
14 not become final and Effective, for whatever reason, the fact that Defendant was willing to stipulate to
15 the inclusion of additional claims shall not be admissible as evidence that Defendant engaged in any
16 alleged violation of the laws.

17 D. Defendant denies all material allegations set forth in the Litigation, denies any failure to
18 comply with the laws identified in the Litigation, denies any and all liability for the causes of action
19 alleged in the Litigation, and has asserted numerous affirmative defenses. Notwithstanding, in the
20 interest of avoiding further litigation, Defendant desires to fully and finally settle the Litigation, the
21 Released Class Claims, and the Released PAGA Claims.

22 E. Class Counsel in the Litigation diligently investigated the claims against Defendant,
23 including any and all applicable defenses and the applicable law. The investigation included, inter alia,
24 the exchange of a volume of information, data, and documents obtained from Plaintiff, Defendant, and
25 other sources, and review of Defendant's employment and operations policies, practices, and practices.

26 F. On August 23, 2024, the Parties participated in an all-day mediation with Monique Ngo-
27 Bonnici, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions. Shortly
28 thereafter, the Mediator made a mediator's proposal, and with the assistance of the Mediator's

1 evaluations, the Parties reached the Settlement that is memorialized herein to resolve the Litigation in
2 its entirety.

3 **G.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with
4 Defendant and Defense Counsel concerning possible settlement of the claims asserted in the Litigation.
5 These good faith, arms-length negotiations resulted in settlement of the Litigation memorialized in this
6 Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement.

7 **H.** Class Counsel has conducted an investigation of the law and facts relating to the claims
8 asserted in the Litigation and has concluded, taking into account the sharply contested issues involved,
9 the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation through
10 trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
11 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Plaintiff
12 and the members of the Class and State of California pursuant to this Agreement, that a settlement with
13 Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best
14 interests of the Class and State of California. Plaintiff, on her own behalf, on behalf of the Class, and
15 as a private attorney general on behalf of the State of California with respect to PAGA Group Members,
16 has agreed to settle the Litigation with Defendant on the terms set forth herein.

17 **I.** Defendant has concluded that, because of the substantial expense of defending against
18 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
19 involved, and the concomitant disruption to its business operations, it is in Defendant's best interest to
20 accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against
21 it in the Litigation. However, Defendant nevertheless desires to settle the Litigation for the purpose of
22 avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to
23 rest the controversies engendered by the Litigation.

24 **J.** This Agreement is intended to and does effectuate the full, final and complete settlement
25 of the allegations and claims set forth in Section II.A-D.

26 **K.** The Court has not granted class certification because the Parties engaged in mediation
27 before any motion for class certification was filed.

28

1 **III. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
3 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
4 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final
5 Approval of the Settlement and after the Court has entered the Final Judgment, pursuant to California
6 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court
7 shall retain jurisdiction of the Litigation solely for the purpose of interpreting, implementing, and
8 enforcing this Settlement consistent with the terms set forth herein.

9 **IV. STIPULATION OF CLASS CERTIFICATION**

10 The Parties stipulate to class certification pursuant to California Code of Civil Procedure Section
11 382 under the terms of this Agreement for settlement purposes only. This stipulation is contingent upon
12 the preliminary and final approval and certification of the Class only for purposes of settlement. Should
13 the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate
14 provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be
15 admissible in connection with, the issue of whether a class should be certified in a non-settlement
16 context in the Litigation. Nothing in this Agreement will be construed as an admission or
17 acknowledgement of any kind that any class should be certified or given collective treatment in the
18 Litigation in a non-settlement context, or in any context in any other action or proceeding. Further,
19 neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any
20 court or other tribunal regarding the propriety of class certification or collective treatment. In the event
21 that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
22 to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any
23 claims, rights, or remedies in the Litigation, and Defendant will not be deemed to have waived, limited,
24 or affected in any way any of its objections or defenses in the Litigation. Defendant expressly reserves
25 the right to oppose class certification and/or proactively move to deny certification should this
26 Settlement be modified or reversed on appeal or otherwise not become final.

27 **V. MOTION FOR PRELIMINARY APPROVAL**

28 A. Plaintiff will bring a motion before the Court for an order preliminarily approving the

1 Settlement ("Motion for Preliminary Approval") including the Class Notice, which is attached hereto
2 as "**Exhibit A**," and including certification of the Class for settlement purposes only.

3 **B. Plaintiff's Responsibilities:** Class Counsel will prepare the Motion for Preliminary
4 Approval of the Settlement and will provide Defendant's counsel the opportunity to review it and
5 provide input before it is filed. Class Counsel will prepare all documents necessary for obtaining
6 Preliminary Approval, including: (i) notice, and memorandum in support, of the Motion for Preliminary
7 Approval of the Settlement that includes an analysis of the Settlement under *Dunk/Kullar* and a request
8 for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a proposed Order
9 Granting Preliminary Approval of the Settlement; (iii) a signed declaration from the Settlement
10 Administrator attesting to their experience and/or qualifications; (iv) a signed declaration from Plaintiff
11 confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential
12 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
13 Counsel attesting to their competency to represent the Class Members; their timely transmission to the
14 LWDA of all necessary PAGA documents including the PAGA Notice (Labor Code section 2699.3, subd.
15 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); this Agreement (Labor Code section
16 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members,
17 and/or the Administrator.

18 **C. Responsibilities of Counsel:** Class Counsel is responsible for expeditiously drafting the
19 Motion for Preliminary Approval and thereafter filing it after allowing Defendant's counsel an
20 opportunity to review it and provide input. Class Counsel will obtain a prompt hearing date for the
21 Motion for Preliminary Approval, file the Motion for Preliminary no later than sixteen (16) court days
22 before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval
23 Order to the Settlement Administrator.

24 **D. Duty to Cooperate:** Defendant agrees that it will not oppose Plaintiff's Motion for
25 Preliminary Approval as long as it is in conformity with this Agreement, nor shall it seek to delay the
26 hearing on this motion for more than thirty (30) days from the date obtained by Plaintiff. If the Parties
27 disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting
28 declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on

1 behalf of the Parties by telephone, and in good faith, to resolve the disagreement. If the Court does not
2 grant Preliminary Approval or conditions Preliminary Approval on any material changes to this
3 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
4 by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.
5 Nothing in this provision waives either Parties' rights to withdraw from this Settlement or rescind this
6 Settlement as otherwise stated herein.

7 **VI. WAIVER, RELEASE AND CONFIDENTIALITY**

8 **A. Released Class Claims.**

9 Upon the Effective Date and the full payment by Defendant of the GFV and all employer payroll
10 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all Participating Class
11 Members, on behalf of themselves and their respective former and present spouses, representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns, waive, release, and forever discharge
13 Released Parties, for the duration of the Class Period, of any and all wage-related claims, rights,
14 demands, damages, liabilities, and causes of action, in law or in equity based on the factual allegations
15 and statutes asserted or that could have reasonably been asserted in the Litigation, as defined herein,
16 against Defendant, including the following claims, under any legal theory of liability, for: (1) alleged
17 failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198
18 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor
19 Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods
20 pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure
21 to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and
22 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to
23 California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages
24 in a timely manner during employment pursuant to California Labor Code section 204 and the IWC
25 Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California
26 Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll
27 records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to
28 reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802

1 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code
2 sections 17200, et seq.

3 **B. Released PAGA Claims**

4 Upon the Effective Date and the full payment by Defendant of the GFV, Plaintiff and PAGA
5 Group Members, on behalf of themselves and their respective former and present spouses, representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns and the State of California (to the extent
7 Plaintiff is permitted to provide such a release for the State of California for the PAGA Period), waive,
8 release, and forever discharge Released Parties, for the duration of the PAGA Period, of any and all
9 claims, actions, and causes of action for PAGA civil penalties based on the factual allegations and legal
10 theories asserted or that could have reasonably been asserted in the Litigation, as defined herein, against
11 Defendant, based upon or arising out of Defendant's alleged violations of California Labor Code
12 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1,
13 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage
14 Orders 4-2001, 7-2001, and 9-2001.

15 **C. General Release by Plaintiff Only.**

16 In addition to the releases made in Section VI.A-B, Plaintiff makes the additional following
17 general release of all claims, known or unknown. Plaintiff and her former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and
19 discharges the Released Parties from any and all charges, complaints, claims, debts, demands, promises,
20 agreements, controversies, actions, suits, rights, obligations, guarantees, costs, losses, penalties,
21 expenses, attorneys' fees, damages, transactions, occurrences, liabilities, or causes of action of any and
22 every kind, nature, or description whatsoever, known or unknown, suspected or unsuspected, asserted
23 or unasserted, or that might have been asserted, whether in tort, contract, or for violation of any state or
24 federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's relationship
25 with Defendant as well as any and all acts or omissions by or on the part of Defendant, which Plaintiff,
26 at any time prior to the execution of this Agreement, had or claimed to have or may have, excluding
27 only claims that, by law, may not be privately released. In addition to the releases made in Section VI.A-
28 B, Plaintiff's release includes: claims under the Fair Employment and Housing Act, Americans with

1 Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent
2 claims under federal law based on the factual allegations and statutes asserted or that could have been
3 asserted in the Litigation. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
4 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
5 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
6 additional facts or Plaintiff's discovery of them. (The release set forth in this Section VII.C shall be
7 referred to hereinafter as the "General Release.")

8 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date,
9 Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by
10 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
11 provision under federal or state law, which provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
17 **OR RELEASED PARTY.**

18 This release specifically excludes claims for unemployment insurance, disability, social security,
19 and workers compensation (with the exception of claims arising pursuant to California Labor Code
20 Sections 132(a) and 4553).

21 **VII. MONETARY CONSIDERATION FOR SETTLEMENT**

22 **A. Consideration for This Agreement.**

23 As consideration for this Agreement, Defendant will make a payment that totals the GFV of
24 \$550,000.00 (Five Hundred Fifty Thousand Dollars and Zero Cents) to fully settle, resolve, and
25 extinguish all claims asserted in the Litigation, as defined herein. The payment of the GFV represents
26 full and complete settlement of the Litigation. Defendant's employer payroll taxes and contributions
27 in connection with the wages portion of the Settlement ("Employer Taxes") shall be paid separately and
28 in addition to the GFV. Defendant has no obligation to pay the GFV or any payroll taxes prior to the
deadline stated in Section XI.C of this Agreement. The Settlement Administrator will disburse the entire
GFV without asking or requiring Participating Class Members or PAGA Group Members to submit any

1 claim form as a condition of payment. None of the GFV will revert to Defendant.

2 **B. Potential Change to the Class Period.**

3 Defendant's estimate for the number of Class Members, Workweeks, PAGA Group Members,
4 and Pay Periods for the Class at the time of mediation was 325 Class Members who collectively worked
5 a total of approximately 15,457 Workweeks from November 21, 2019 to August 23, 2024 and 64 PAGA
6 Group Members who worked a total of 1,813 PAGA Pay Periods. If the total number of Workweeks
7 worked increases by more than 10% through the Class Period (i.e., the Class Members worked more
8 than 17,002 Workweeks during the Class Period), then the end date of the Class Period will change to
9 the date on which the Class Period reaches but does not exceed 17,002 Workweeks (i.e. 15,457
10 Workweeks plus 1,545 Workweeks).

11 **VIII. SETTLEMENT ADMINISTRATOR**

12 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
13 Settlement Administrators as the Settlement Administrator to administer the Settlement, which includes
14 but is not limited to distributing and responding to inquiries about the Class Notice, determining the
15 timeliness, validity, and/or completion of any Objections, Requests for Exclusion, and/or Workweek
16 and/or Pay Period Challenges, and calculating all amounts to be paid from the Net Settlement Amount.
17 Charges and expenses of the Settlement Administrator, estimated to be no more than \$15,000.00, will
18 be paid from the GFV, upon approval by the Court. Any charges and expenses of the Settlement
19 Administrator greater than the allocated \$15,000.00 will be paid from the GFV, upon approval by the
20 Court. If the actual Administration Costs incurred by the Settlement Administrator or awarded by the
21 Court are less than the amount provided herein, the Settlement Administrator shall retain the remainder
22 in the Net Settlement Amount and shall pay to itself from the GFV whatever amount the Court awards.
23 The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its
24 implementation of the settlement procedures herein. Neither Plaintiff nor Defendant shall be responsible
25 for paying the difference between the amount requested and the amount awarded.

26 **B.** The Settlement Administrator shall have and use its own Employer Identification Number
27 for purposes of calculating payroll tax withholdings and providing reports to state and federal tax
28 authorities.

1 **C. Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement
2 fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
3 section 468B-1 for the funding of the GFV. Any interest that accrues on the GFV sums paid into the QSF
4 prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution
5 to Participating Class Members.

6 **D. Website, Email Address, and Toll-Free Number.** The Settlement Administrator will
7 establish, maintain and use an internet website to post information of interest to Class Members including
8 the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement;
9 Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval
10 (which will seek approval of the requested Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment and Class Representative Service Payment); the Final Approval Order; and the
12 Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free
13 telephone number to receive Class Member calls and emails.

14 **E. Requests for Exclusion (Opt-outs) and Exclusion List.** The Settlement Administrator
15 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
16 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement
17 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other
18 identifying information of Class Members who have timely submitted valid Requests for Exclusion
19 ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted
20 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
21 (whether valid or invalid).

22 **F. Weekly Reports.** The Settlement Administrator must, on a weekly basis, provide written
23 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
24 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
25 received, Objections received, and Workweek and/or Pay Period Challenges received and/or resolved
26 ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the
27 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
28

1 **G. Workweek and/or Pay Period Challenges.** The Settlement Administrator has the
2 authority to address and make decisions consistent with the terms of this Agreement on all Class Member
3 challenges over the calculation of Workweeks and/or Pay Periods. While the Settlement Administrator
4 and the Parties will attempt to resolve any Workweek and/or Pay Period Challenges, the Court retains the
5 ultimate authority to make a final determination of any Workweek and/or Pay Period Challenge.

6 **H.** The Settlement Administrator shall be responsible for, among other things: (1) preparing,
7 printing, and mailing the Notice Packet to the Class Members; (2) calculating each Class Member's and
8 PAGA Group Member's Individual Class Payments and Individual PAGA Payments; (3) calculating any
9 and all payroll tax deductions as required by law; (4) notifying Defendant of the amount owed in employer
10 payroll taxes on the Wage Portion of the Net Settlement Amount; (5) mailing Individual Class Payments
11 to Participating Class Members; (6) mailing Individual PAGA Payments to PAGA Group Members; (7)
12 performing skip traces and remailing Notice Packets to Class Members; (8) mailing the portion of the
13 PAGA Payment to the LWDA; (9) printing and providing Class Members and Plaintiff with W-2 and
14 1099 forms as required; (10) providing any funds remaining in the QSF as a result of uncashed checks to
15 the Cy Pres Recipient; and (11) performing such other tasks as the Parties mutually agree.

16 **I. Final Report by Settlement Administrator.** Within ten (10) days after the Settlement
17 Administrator disburses all funds in the GFV, the Settlement Administrator will provide Class Counsel
18 and Defense Counsel with a final report detailing its disbursements by employee identification number
19 only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the
20 Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed
21 declaration suitable for filing in Court attesting to its due diligence and compliance with all obligations
22 under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
23 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
24 Requests for Exclusion it received (both valid and invalid), the number of written objections, attach the
25 Exclusion List, and its disbursement of all payments required under this Agreement. The Settlement
26 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class
27 Counsel is responsible for filing the Settlement Administrator's declaration in Court.

1 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

2 **A. Notice to the Class.**

3 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class
4 Notice, attached hereto as **Exhibit A**, which in substance will be provided to the Class Members as
5 follows:

6 1. As soon as practicable following preliminary approval of the Settlement, but no
7 later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant will provide
8 to the Settlement Administrator the Class Data. Defendant further agrees to consult with the Settlement
9 Administrator prior to the production date to ensure that the format will be acceptable to the Settlement
10 Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain
11 the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
12 purpose, and restrict access to the Class Data to Settlement Administrator employees who need access
13 to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to
14 immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying
15 information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
16 extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator,
17 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
18 resolve any issues related to missing or omitted Class Data. Plaintiff's Counsel shall also receive a
19 redacted Class List that shall only disclose an identification number attributed to each Class Member
20 and their associated Workweeks during the Class Period and PAGA Pay Periods.

21 2. The Settlement Administrator shall run all the addresses provided through the
22 United States Postal Service NCOA database (which provides updated addresses for any individual who
23 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address)
24 to obtain current address information, and shall mail the Class Notice to the Class Members via first-
25 class U.S. Mail using the most current mailing address information available, within ten (10) calendar
26 days of the receipt of the Class List from Defendant.

27 3. The Class Notice will include information regarding the nature of the Litigation;
28 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has

1 preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure
2 and time period for objecting to the Class Settlement, the date and location of the Final Approval
3 Hearing; information regarding the procedure for opting out of the Class Settlement; the number of
4 Workweeks and/or PAGA Pay Periods credited to each Class Member and the procedure for disputing
5 the number of Workweeks and/or PAGA Pay Periods credited; and the estimated Individual Class
6 Payment and/or Individual PAGA Payment for the Class Member.

7 4. If a Class Notice is returned as undeliverable prior to the Response Deadline, the
8 Settlement Administrator will perform a skip trace in an attempt to locate a more current address within
9 five (5) business days of receipt of the returned mail. If the Settlement Administrator is successful in
10 locating an updated address, it will re-mail the Class Notice to the Class Member as soon as possible.
11 Further, any Class Notices returned with a forwarding address to the Settlement Administrator before
12 the Response Deadline, shall be re-mailed to the forwarding address affixed thereto.

13 5. If the Settlement Administrator, Class Counsel, or Defense Counsel is contacted
14 by or otherwise discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer by telephone, and
16 in good faith, in an effort to agree on whether to include them as a Class Member. If the Parties agree,
17 such person will be a Class Member entitled to the same rights as other Class Members, and the
18 Administrator will send, via email or overnight delivery, a Class Notice requiring the person to exercise
19 options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the
20 deadline date in the Class Notice, whichever is later.

21 6. No later than twenty-five (25) calendar days before the Final Approval Hearing,
22 the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
23 attesting to the completion of the settlement notice administration process, including the number of
24 attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the
25 number of Disputes, Requests for Exclusion, and objections received.

26 **B. Objections.**

27 Class Members who do not submit a Request for Exclusion may object to the Class Settlement
28 components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,

1 and/or the amounts requested for the Class Counsel Fee Payment, Class Counsel Litigation Expenses
2 Payment, and/or Class Representative Service Payment. To object to the Class Settlement, a Class
3 Member may send a written objection to the Settlement Administrator by mail, or appear at the Final
4 Approval Hearing with or without submitting a written objection to the Class Settlement. The Class
5 Member may appear personally or through an attorney, at his or her own expense, at the Final Approval
6 Hearing to present his or her objection directly to the Court. However, any attorney who will represent
7 an objector must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel
8 no later than the Response Deadline. A written objection to the Class Settlement must: (1) contain the
9 case name and number of the Civil Action; (2) contain the Class Member's full name, address, telephone
10 number, and last four digits of his or her Social Security number; (3) contain the words "Notice of
11 Objection" or "Formal Objection" and clearly state the grounds for the objection; (4) include any and
12 all supporting papers, briefs, written evidence, and/or other evidence; (5) state whether the Class
13 Member intends to appear at the Final Approval Hearing; (6) be signed by the objecting Class Member
14 or their authorized representative, and (7) be mailed to the Settlement Administrator, postmarked no
15 later than the Response Deadline. Class Members may utilize the Objection to Class Settlement Form,
16 substantially similar to the form included with the Class Notice attached hereto as **Exhibit A**, subject to
17 Court approval. If a Class Member objects to the Class Settlement, the Class Member will remain a
18 Participating Class Member and if the Court approves this Agreement, the Participating Class Member
19 will be bound by the terms of the Class Settlement in the same way and to the same extent as a
20 Participating Class Member who does not object to the Class Settlement. The date of mailing of the
21 Class Notice to the objecting Class Member shall be conclusively determined according to the records
22 of the Settlement Administrator. The Court retains final authority with respect to the consideration and
23 admissibility of any objections to the Class Settlement from Class Members. The Class Notice shall
24 contain instructions on how to object to the Class Settlement.

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

27 The Settlement Administrator shall send all objections to Class Counsel and Defense Counsel.
28 Class Counsel will be responsible for filing the objections with the Court in advance of the Final Approval

1 Hearing. Class Counsel and Defense Counsel will be permitted to respond in writing to any properly
2 submitted objections no later than five (5) court days before the Final Approval Hearing, or as otherwise
3 ordered or accepted by the Court.

4 **C. Opportunity to Be Excluded from the Class Settlement**

5 1. In order for any Class Member to validly exclude himself or herself from the Class
6 Settlement (i.e., to validly opt out of the Class Settlement), a written request for exclusion from the
7 Class Settlement must comply with the requirements set forth in Section I.R.R., above. The Class Notice
8 shall contain instructions on how to opt out.

9 2. The date of the initial mailing of the Class Notice, and the date the signed Request
10 for Exclusion was postmarked, shall be conclusively determined according to the records of the
11 Settlement Administrator. The date of the postmark on the Request for Exclusion shall be the exclusive
12 means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement
13 Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement
14 Administrator may demand additional proof of the Class Member's identity. Any Class Member who
15 timely and validly submits a Request for Exclusion will not be entitled to an Individual Class Payment,
16 will not be bound by the Class Settlement, and will not have any right to object, appeal, or comment
17 thereon. Nothing in this Settlement will constitute or be construed as a waiver of any defense that
18 Defendant or the Released Parties have or could assert against anyone who timely submits an Exclusion
19 Form.

20 3. Every Class Member who does not submit a timely and valid Request for
21 Exclusion to the Settlement Administrator is deemed to be a Participating Class Member under this
22 Agreement and bound to the Class Settlement in accordance with this Settlement, including the
23 Participating Class Members' Releases set forth in this Agreement, regardless of whether the
24 Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

25 4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to
27 object to the class action components of the Settlement. Nothing in this Settlement will constitute or be
28 construed as a waiver of any defense that Defendant or the Released Parties have or could assert against

1 anyone who timely submits a Request for Exclusion. Because future PAGA claims are subject to claim
2 preclusion upon entry of the Judgment, all PAGA Group Members release the Released PAGA Claims
3 identified in Section VI.B of this Agreement and are eligible for Individual PAGA Payment.

4 **D. Right to Withdraw**

5 1. In the event that Class Members representing more than an aggregate total of 10% of the
6 verified Workweeks opt out of the Settlement, Defendant shall retain the right, in the exercise of its sole
7 discretion, to unilaterally withdraw from and terminate the Settlement no later than five (5) court days
8 after receiving written notice from the Settlement Administrator prior to the date of the Final Approval
9 Hearing of the number of Class Members who have opted out if Class Members representing more than
10 an aggregate total of 10% of the verified Workweeks opt out of the Settlement. Defendant must notify
11 Class Counsel and the Court in writing of its decision to withdraw. The Parties agree that, if Defendant
12 withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party
13 will have any further obligation to perform under this Agreement; provided, however, Defendant will be
14 responsible for paying all Administration Costs incurred to that point.

15 2. Defendant and Plaintiff shall retain the right, in the exercise of their sole discretion, to
16 unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to
17 the basic Settlement terms. "Basic Settlement Terms" includes the amount of the GFV, the time period
18 of the Released Class Claims; the Class Period; the PAGA Period; the Escalator Clause; and/or the Parties'
19 respective option to revoke the Settlement as set forth herein.

20 **E. Cooperation.**

21 The Parties and their respective counsel agree not to encourage members of the Class to opt-out
22 of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any means.
23 However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms of the
24 Settlement and the Class Member's options with respect to the Settlement.

25 **F. Conditions for Deeming the Settlement Null and Void.**

26 In the event: (i) the Court does not ultimately enter the Preliminary Approval Order without
27 requiring material changes to the Settlement; (ii) the Court does not finally approve the Settlement as
28 provided herein without requiring material changes to the Settlement; or (iii) the Settlement does not

1 become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be
2 null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
3 shall be treated as void from the beginning, and the Recitals and Terms of the Agreement contained herein
4 shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In
5 such a case, the Parties shall be returned to their respective statuses prior to the reaching of this Settlement,
6 settlement funds placed in trust with the Settlement Administrator shall be returned to Defendant, and the
7 Parties shall proceed in all respects as if this Settlement Agreement had not been executed. An award by
8 the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Counsel Fees
9 Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or
10 Administration Expenses Payment will not constitute a material change to the Settlement within the
11 meaning of this paragraph. Prior to the actual rescission or revocation of the Agreement, the Parties will
12 expeditiously work together in good faith to determine whether any revisions can be reasonably made to
13 the Settlement Agreement to address the Court's concerns.

14 **X. WORKWEEKS AND/OR PAY PERIODS DISPUTE PROCEDURE**

15 A. Each Class Member shall have sixty (60) days after the Settlement Administrator mails the
16 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed)
17 to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in
18 the Class Notice. If a Class Member and/or PAGA Group Member disputes the number of Workweeks
19 and/or Pay Periods credited to him or her for the Class Period and/or PAGA Period, which will be set
20 forth in the Class Notice, he or she must submit a written dispute ("Dispute") via fax, email, or mail,
21 that: (a) contains the case name and number of the Civil Action; (b) contains the Class Member's full
22 name, address, telephone number, and last four digits of his or her Social Security number; (c) contains
23 a statement setting forth the number of Workweeks during the Class Period and/or PAGA Pay Periods
24 that he or she contends is correct and attaches any relevant documentation in support thereof; (d) is
25 signed by the Class Member or his/her authorized representative; and (e) is submitted to the Settlement
26 Administrator by mail, postmarked no later than the Response Deadline. Class Members may utilize the
27 Workweeks Dispute Form, substantially similar to the form included with the Class Notice attached
28 hereto as **Exhibit A**, subject to Court approval. If a Class Member and/or PAGA Group Member does

1 not dispute his or her number of Workweeks and/or PAGA Pay Periods, the number of Workweeks set
2 forth in the Class Notice will govern the Individual Class Payment to the Class Member and/or the
3 Individual PAGA Payment to the PAGA Group Member, such individual need not take further action
4 to participate in the Settlement.

5 B. The Settlement Administrator must encourage the challenging Class Member to submit
6 supporting documentation. In the absence of any contrary documentation, the Settlement Administrator
7 is entitled to presume that the Workweeks and/or PAGA Pay Periods in the Class Notice are correct so
8 long as they are consistent with the Class Data. The Settlement Administrator shall promptly provide
9 copies of all Disputes to Defense Counsel and Class Counsel and the Settlement Administrator's
10 determination of the challenges.

11 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

12 **A. Formula for Calculating Individual Class Payments.**

13 Participating Class Members will receive a lump sum payment as good and valuable
14 consideration for the waiver and release of Released Class Claims set forth in Section VI.A, above, in
15 an amount determined by the Settlement Administrator in accordance with the provisions of this
16 Agreement. Each Class Member's Individual Class Payment will be determined as follows:

17 1. Defendant will calculate the number of Workweeks of each Class Member during
18 the Class Period and include this information in the Class List. The Settlement Administrator shall
19 determine the total number of Workweeks worked by all Class Members during the Class Period.

20 2. The value of each Workweek shall be determined by the Settlement Administrator
21 by dividing the Net Settlement Amount by the total number of Workweeks of all Participating Class
22 Members ("Class Workweek Point Value").

23 3. Each Participating Class Member's individual Workweeks will be multiplied by
24 the Class Workweek Point Value to arrive at his or her Individual Class Payment. Individual Class
25 Payments for each Class Member will be reduced by any required legal deductions for the employee's
26 share of taxes and withholdings on the wages portion of the Individual Class Payments.

27 4. Twenty percent (20%) of each Participating Class Member's Individual Class
28 Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is

1 subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent
2 (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement
3 of claims for interest, expense reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage
4 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating
5 Class Members assume full responsibility and liability for any employee taxes owed on their Individual
6 Class Payment.

7 **B. Formula for Calculating Individual PAGA Payments.**

8 PAGA Group Members will receive a lump sum payment as good and valuable consideration
9 for the waiver and release of Released PAGA Claims set forth in Section VI.B, above, in an amount
10 determined by the Settlement Administrator in accordance with the provisions of this Agreement. Each
11 PAGA Group Member's Individual PAGA Payment will be determined as follows:

12 1. Defendant will calculate the number of PAGA Pay Periods for each PAGA Group
13 Member and include this information in the Class List. The Settlement Administrator shall determine
14 the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period.

15 2. The value of each PAGA Pay Period shall be determined by the Settlement
16 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Pay Periods of
17 all PAGA Group Members ("PAGA Pay Period Point Value").

18 3. Each PAGA Group Member's individual PAGA Pay Periods will be multiplied
19 by the PAGA Pay Period Point Value to arrive at his or her Individual PAGA Payment.

20 **C. Funding of Settlement.**

21 Within twenty-one (21) calendar days following the Effective Date, Defendant will deposit the
22 GFV into an interest-bearing account established by the Settlement Administrator for administration of
23 the Settlement. At no time prior to the Effective Date shall Defendant be required to escrow any portion
24 of the GFV or payroll taxes.

25 **D. Time for Distribution.**

26 1. The Settlement Administrator shall distribute the Court-approved Class Counsel
27 Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,
28 Administration Costs, LWDA PAGA Payment, Individual Class Payments to Class Members, and the

1 Individual PAGA Payments to PAGA Group Members within ten (10) calendar days following the full
2 funding of the Settlement. Disbursement of the Class Counsel Fees Payment, the Class Counsel
3 Litigation Expenses Payment, and the Class Representative Services Payment shall not precede
4 disbursement of Individual Class Payments, Individual PAGA Payments, and the LWDA PAGA
5 Payment.

6 2. The Settlement Administrator will issue checks for the Individual Class Payments
7 to Participating Class Members and Individual PAGA Payments to PAGA Group Members, and send
8 them via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after
9 the date of mailing) when the check will be voided ("Void Date"). The Settlement Administrator may
10 send Participating Class Members a single check combining the Individual Class Payment and the
11 Individual PAGA Payment. Before mailing any check, the Settlement Administrator must update the
12 recipients' mailing addresses using the NCOA database.

13 3. If an Individual Class Payment and/or Individual PAGA Payment check is
14 returned to the Settlement Administrator as undeliverable prior to the Void Date, the Settlement
15 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search
16 and, if another address is identified, shall mail the check to the newly identified address.

17 4. Any checks issued by the Settlement Administrator to Class Members and PAGA
18 Group Members will be valid and negotiable for one hundred and eighty (180) days after issuance, and
19 thereafter, the checks will be cancelled by the Settlement Administrator. The funds remaining and
20 associated with cancelled Individual Class Payment and/or Individual PAGA Payment checks will be
21 paid to the Public Law Center in accordance with California Code of Civil Procedure section 384, as
22 amended. The Public Law Center is a 501(c)(3) nonprofit providing free legal services to low-income
23 residents and other nonprofits in Orange County. The Parties each represent that they do not have any
24 financial interest in the Public Law Center or otherwise have a relationship with the Public Law Center
25 that could create a conflict of interest.

26 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

27 The amounts paid under this Agreement do not represent a modification of any previously
28 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by

1 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any
2 other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies
3 or bonus programs. Any payments made under the terms of this Settlement shall not be applied
4 retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of
5 compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains
6 the right to modify the language of its benefit plan, policies and bonus programs to effect this intent and
7 to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours
8 paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and
9 bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
10 additional contributions or benefits are not required by this Settlement.

11 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

12 As part of the GFV, Defendant shall make a payment for the Class Counsel Fees Payment of not
13 more than thirty-five percent (35%) of the GFV, or \$192,500.00 for all past and future attorneys' fees
14 necessary to prosecute, settle, and administer the Litigation and this Settlement. Additionally, as part of
15 GFV, Defendant shall make a payment for Class Counsel Litigation Expenses Payment for actual costs,
16 not to exceed \$30,000.00. Defendant shall not oppose requests for these payments. The "future" aspect
17 of these amounts includes, without limitation, all time and expenses expended by Class Counsel in
18 implementing the Settlement and securing preliminary and final approval (including any appeals
19 therein). There will be no additional consideration paid by Defendant for such work; although such
20 work may cause Class Counsel's lodestar to increase, Class Counsel will be limited to the Class Counsel
21 Fees Payment and Class Counsel Litigation Expenses Payment provided for under the Settlement. The
22 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall include all attorneys'
23 fees, litigation costs, and expenses for which Plaintiff and Class Counsel could claim under any legal
24 theory whatsoever with respect to the Litigation. As part of the Motion for Final Approval, Plaintiff
25 will seek Court approval of the requested Class Counsel Fees Payment and Class Counsel Litigation
26 Expenses Payment. Should the Court approve a lesser percentage or amount of Class Counsel Fees
27 Payment and Class Counsel Litigation Expenses Payment than the amount that Class Counsel ultimately
28 seeks, it shall not result in the Agreement being void. Released Parties shall not be responsible for

1 paying the difference between the amount requested and amount awarded and shall have no liability to
2 Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
3 Fee Payment and/or Class Counsel Litigation Expenses Payment. The unapproved portion or portions,
4 if any, shall be part of the Net Settlement Amount to be distributed to Participating Class Members on
5 a *pro rata* basis. The Settlement Administrator will pay the Class Counsel Fees Payment and Class
6 Counsel Litigation Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full
7 responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel
8 Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any
9 dispute or controversy regarding any division or sharing of these Payments.

10 **XIV. CLASS REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF**

11 As part of the GFV, Defendant shall make a payment for the Class Representative Service
12 Payment to Plaintiff of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to
13 any Individual Class Payment and any Individual PAGA Payment that Plaintiff is entitled to receive as
14 a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative
15 Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff
16 will seek Court approval for the Class Representative Service Payment. Any Class Representative
17 Service Payment awarded to Plaintiff by the Court as part of the Settlement shall be deducted from the
18 GFV for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form
19 1099. If the Court approves a Class Representative Service Payment of less than \$10,000.00 to Plaintiff,
20 Plaintiff shall not have the right to revoke the Settlement, and it will remain binding. Released Parties
21 shall not be responsible for paying the difference between the amount requested and amount awarded.
22 The unapproved portion or portions, if any, shall be part of the Net Settlement Amount to be distributed
23 to Participating Class Members on a *pro rata* basis. The Settlement Administrator will pay the Class
24 Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability
25 for taxes owed on the Class Representative Service Payment.

26 **XV. PAGA ALLOCATION**

27 In order to implement the terms of this Settlement and to settle claims alleged under the Private
28 Attorneys General Act, California Labor Code section 2698 et seq., the Parties agree to allocate

1 \$25,000.00 from the GFV as PAGA Penalties. Seventy-five percent (75%), which is \$18,750.00 of the
2 PAGA Penalties will be distributed to the LWDA and twenty-five percent (25%), which is \$6,250.00 of
3 the PAGA Penalties will be distributed on a pro-rata basis to the PAGA Group Members. PAGA Group
4 Members will be issued their Individual PAGA Payments regardless of their decision to participate in
5 or opt-out of the Class Settlement. If the Court approves PAGA Penalties of less than the amount
6 requested, the Settlement Administrator will allocate the remainder to the GFV to be distributed to
7 Participating Class Members. The amount of the PAGA Penalties awarded by the Court is not a material
8 term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount
9 requested, or requests that the Parties allocate a greater amount of the GFV toward the PAGA Penalties,
10 it shall not result in the Agreement being void, in the GFV increasing, and/or in Defendant being
11 responsible for paying the difference. The Settlement Administrator will report the Individual PAGA
12 Payments on IRS 1099 Forms.

13 **XVI. MOTION FOR FINAL APPROVAL**

14 A. Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless
15 otherwise scheduled by the Court, Plaintiff will file in Court a motion for final approval of the settlement
16 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd (1); a
17 Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval").
18 Class Counsel shall provide drafts of these documents to Defense Counsel prior to filing the Motion for
19 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer by telephone, and
20 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

21 B. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, and Class Representative Service Payment as set forth in this Agreement,
24 the Parties, their respective counsel, and all Participating Class Members who did not object to the
25 Settlement as provided in this Agreement, waive all right to appeal from the Judgment, including all
26 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
27 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waivers of
28 the right to oppose such notions, writs, or appeals. If an objector appeals the Judgment, the Parties'

1 obligations to perform under this Agreement will be suspended until such time as the appeal finally
2 resolved and the Judgment becomes final, except as to matters that do affect the amount of the GFV.

3 **C. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
6 Members), this Agreement shall be null and void. The Parties shall nonetheless expeditiously work
7 together in good faith to address the appellate court's concerns and to obtain Final Approval and entry
8 of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class
9 Representative Service Payment or any payments to Class Counsel shall not constitute a material
10 modification of the Judgment within the meaning of this paragraph, as long as the GFV remains
11 unchanged.

12 **D. Amended Judgment.** If any amended Judgment is required under Code of Civil
13 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended
14 judgment.

15 **XVII. NOTICE OF SETTLEMENT TO LWDA**

16 Through the appropriate LWDA/DIR website, Class Counsel will provide notice to the LWDA
17 of the fact that the Settlement has been approved by the Court along with a copy of the Final Approval
18 Order and any other information required by law to be provided to the LWDA to effectuate the terms of
19 this Agreement.

20 **XVIII. STATEMENT OF NO ADMISSION**

21 **A.** This Agreement represents a compromise and settlement of highly disputed claims.
22 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of
23 the allegations in the Litigation have merit or that Defendant has any liability for any claims asserted; nor
24 should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Litigation
25 have merit. Defendant generally and specifically denies any and all liability or wrongdoing with any of
26 the claims alleged in the Litigation or that it has violated any federal, state, or local law; violated any
27 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or
28 legal requirements; breached any contract; violated or breached any duty; engaged in any

1 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees.
2 Defendant further makes no concessions or admissions of liability of any sort, makes no concessions or
3 admissions that any Class Member is or was employed by Defendant, and contends that for any purpose
4 other than settlement, the Litigation is not appropriate for class or representative treatment. Defendant
5 asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the
6 alleged facts or conduct in the Litigation. The monies being paid as part of the settlement are genuinely
7 disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this
8 Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action
9 taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession,
10 or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability
11 whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate
12 Class Representative. There has been no final determination by any court as to the merits of the claims
13 asserted or as to whether a class or classes should be certified, other than for settlement purposes only.
14 Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms
15 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
16 liability or admission on the part of Defendant or to establish the existence of any condition constituting
17 a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything
18 in this Agreement be construed or deemed an admission that the Litigation was properly brought as a class
19 action pursuant to California Code of Civil Procedure section 382 and under California Business and
20 Professions Code section 17200 and/or that the Litigation was properly brought as Private Attorney
21 General Action under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval Order
22 or Final Approval Order shall be deemed a waiver of Defendant's right to enforce arbitration agreements
23 of Class Members or PAGA Group Members in the future.

24 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any
25 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
26 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
27 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in
28 any way in this case or any other judicial, arbitral, administrative, investigative or other forum or

1 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
2 rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not
3 to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial,
4 arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any
5 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
6 obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this
7 Agreement may be used and filed in any proceeding before the Court that has as its purpose the
8 interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the
9 Court entered in connection with implementation of this Agreement and/or the Settlement.

10 **C. None of the documents produced or created by Plaintiff or Defendant in connection**
11 **with settlement procedures constitute, and they are not intended to constitute, an admission by**
12 **either Plaintiff or Defendant regarding whether or not any violation of any federal, state, or local**
13 **law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in**
14 **equity has occurred.**

15 **XIX. MISCELLANEOUS PROVISIONS**

16 **A. Interim Stay of Litigation.**

17 Plaintiff and Defendant agree to the stay of all proceedings in the Litigation, including with
18 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to
19 implement and complete the Settlement, pending final approval of the Settlement by the Court.

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

23 **C. Further Cooperation.**

24 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and
25 execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably
26 necessary or convenient to consummate the Agreement as expeditiously as possible.

27 **D. Confidentiality of Documents and Information.**
28

1 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of
2 all documents and other information obtained in the Litigation that were specifically designated as
3 confidential at the time they were produced (formally or informally) in the Litigation, unless ordered to
4 be disclosed by the Court or by a subpoena. To the extent permitted by law, all agreements made, and
5 orders entered during Litigation and in this Agreement relating to the confidentiality of information
6 shall survive the execution of this Agreement.

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

21 **E. Use of Class Data.** Information provided to Class Counsel pursuant to California
22 Evidence Code section 1152, and all copies and summaries of Class Data provided to Class Counsel by
23 Defendant in connection with mediation, other settlement negotiations, or in connection with the
24 Settlement, may only be used with respect to this Settlement, and no other purpose, and may not be used
25 in any way that violates any existing contractual agreement, statute, or rule of law.

26 **F. Neutral Employment Reference.**

27 Defendant agrees that it will adopt a neutral reporting policy regarding any future employment
28 references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a

1 reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates
2 of employment and job titles during employment. Defendant shall not refer to the Litigation or this
3 Settlement.

4 **G. Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties related to
6 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
7 made to or by any Party.

8 **H. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, either
10 through a physical original, facsimile, electronic (ie, DocuSign), or e-mail signature, all of which will
11 be considered duplicate originals. All executed counterparts and each of them will be deemed one and
12 the same instrument if counsel for the Parties will exchange between themselves signed counterparts.
13 Any executed counterpart will be admissible in evidence to prove the existence and content of this
14 Agreement.

15 **I. Modification.**

16 Before this Agreement has been submitted to the Court in connection with seeking preliminary
17 approval of the Settlement, it may not be changed, altered, or modified, except in a writing signed by
18 the counsel for the Parties. After this Agreement has been submitted to the Court in connection with
19 seeking preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
20 writing signed by the counsel for the Parties, subject to approval by the Court. Notwithstanding the
21 forgoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified
22 by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and
23 cause exists for such modification. This Agreement may not be discharged except by performance in
24 accordance with its terms or by a writing signed by the Parties.

25 **J. Deadlines Falling on Weekends or Holidays.**

26 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. To
27 the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday,
28 that deadline shall be continued until the following business day.

1 **K. Notice.** All notices, demands, or other communications between the Parties in connection
2 with this Agreement will be in writing and deemed to have been duly given as of the third business day
3 after mailing by United States mail, or the day sent by email or messenger, address as follows:

4 To Plaintiff:

5 Arby Aiwazian, Esq.
6 arby@calljustice.com
7 Joanna Ghosh, Esq.
8 joanna@calljustice.com
9 **LAWYERS for JUSTICE, PC**
10 450 North Brand Blvd., Suite 900
11 Glendale, California 91203
12 Telephone: (818) 265-1020

13 Jill J. Parker, Esq.
14 jill@parkerminne.com
15 S. Emi Minne, Esq.
16 emi@parkerminne.com
17 **PARKER & MINNE, LLP**
18 700 S. Flower Street, Suite 1000
19 Los Angeles, California 90017
20 Telephone: (310) 882-6833

21 To Defendant:
22 CHRISTINE D. BARAN
23 cbaran@fisherphillips.com
24 KARI E. GIBSON
25 kgibson@fisherphillips.com
26 **FISHER & PHILLIPS LLP**
27 2050 Main Street, Suite 1000
28 Irvine, California 92614
 Telephone: (949) 851-2424
 Facsimile: (949) 851-0152

29 **L. California Law Governs.**

30 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
31 according to the laws of the State of California without regard to conflict of law principles.

32 **M. Severability.**

33 In the event that any one or more of the provisions contained in this Agreement shall for any
34 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
35 unenforceability shall in no way effect any other provision if Defendant's counsel and Class Counsel,

1 on behalf of the Parties, the Class, State of California, and PAGA Group Members, mutually elect in
2 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
3 Agreement.

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

8 **O. No Third-Party Beneficiaries.**

9 Plaintiff, Class Members, PAGA Group Members, the LWDA, Defendant, and Released Parties
10 are intended beneficiaries of this Agreement, and there are no other third-party beneficiaries.

11 **P. Binding on Successors.**

12 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of
13 the Parties hereto, as previously defined.

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

18 **R. Representation by Counsel.**

19 The Parties acknowledge that they have been represented by counsel throughout all negotiations
20 that preceded the execution of this Agreement, and that this Agreement has been executed with the
21 consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and
22 represent that there are no liens on the Agreement.

23 **S. Authority.**

24 Each individual signing below warrants that he or she has the authority to execute this Agreement
25 on behalf of the Party for whom or which that individual signs. Class Counsel and Defense Counsel
26 separately warrant and represent that they are authorized by Plaintiff and defendant, respectively, to
27 take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
28

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
2 of this Agreement including any amendments to this Agreement.

3 **T. Binding Agreement.**

4 The Parties warrant that they understand and have full authority to enter into this Settlement, and
5 further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject
6 to Court approval, within the provisions of California Civil Code section 664.6. The Parties agree that
7 the Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms,
8 pursuant to California Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding any settlement
9 confidentiality provisions that otherwise might apply under federal or state law. The Parties further
10 agree the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil
11 Procedure section 664.6.

12 **IT IS SO AGREED.**

13
14 Dated: 02/11/2026, 2026

PLAINTIFF OKSANA PARRILLA


Oksana Loren Parrilla (Feb 11, 2026 14:07:04 PST)
Oksana Parrilla, Plaintiff

15
16
17 Dated: March 26, 2026

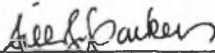
DEFENDANT ETHIKA, INC.


Full Name: Matt Cook
Title: CEO
On behalf of Ethika, Inc.

18
19
20 **APPROVED AS TO FORM**

21
22 Dated: February 11, 2026

PARKER & MINNE, LLP


Jill Parker
Attorneys for Plaintiff

23
24
25
26 Dated: March 26, 2026

FISHER & PHILLIPS LLP

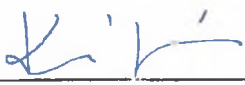

Christine Baran
Kari E. Gibson
Attorneys for Defendant Ethika, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Oksana Parrilla v. Ethika, Inc.
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01362838-CU-OE-CXC

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Orange. The lawsuit was filed by a former employee, Oksana Parrilla (“Plaintiff”) against Ethika, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *Oksana Parrilla v. Ethika, Inc.*, Orange County Superior Court Case No. 30-2023-01362838-CU-OE-CXC (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent: (1) all current or former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from November 21, 2019 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (“Class Members”); and (2) all current or former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 20, 2023 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (“PAGA Group Members”).

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Class Payments, and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ Settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Class Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Class Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Class Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Class Payment,

	and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS	You may Challenge the Calculation of Your Workweeks and/or Pay Periods. The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks and how many Pay Periods you worked during the Class Period and the PAGA Period, respectively. The number of Workweeks and Pay Periods that you worked according to Defendant's records is stated in Section 6. If you wish to dispute the number of Workweeks or Pay Periods credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed by Defendant in California at some point during the period from November 21, 2019 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On November 21, 2023, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Orange. On March 20, 2024, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that she contends were violated ("PAGA Notice"). Thereafter, on [Date FAC was Filed] Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code § 2698 Et Seq. (the "Operative Complaint"). In the Operative Complaint, Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In the Operative Complaint, Plaintiff sought to represent a class of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from November 21, 2019 to final judgment.

Defendant denies all of the material allegations in the Operative Complaint and asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Group Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) (the "Gross Fund Value"). The portion of the Gross Fund Value that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) Class Representative Service Payment to Plaintiff in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), (2) PAGA Penalties in an amount not to exceed

Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Fund Value (i.e., \$192,500.00), (4) Litigation Costs in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and (5) Administration Costs in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Fund Value has been allocated towards penalties under the PAGA ("PAGA Penalties"), of which 75% will be allocated to the LWDA ("LWDA PAGA Payment"), and the remaining 25% will be allocated to the PAGA Group Members ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks that each Class Member had a time worked entry in Defendant's timekeeping system as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the estimated "Class Workweek Point Value" and multiplied each Class Member's individual Workweeks by the estimated Class Workweek Point Value to yield his or her estimated Individual Class Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members") to yield his or her Individual Class Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Class Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Class Payments, and issue checks to Participating Class Members for their Individual Class Payments (i.e., payment of their Individual Class Payment net of these taxes and withholdings). The employer's share of taxes on the wage portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Fund Value. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6. YOUR WORKWEEKS BASED ON DEFENDANT'S RECORDS

According to Defendant's records, during the period from November 21, 2019 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (i.e., the Class Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

According to Defendant's records, during the period from March 20, 2023 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered (i.e., the PAGA Period)] you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Pay Periods.

If you wish to dispute the Workweeks or Pay Periods credited to you in this Notice, you must submit a written, signed challenge ("Workweeks Dispute") to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Oksana Parrilla v. Ethika, Inc.*, Case No. 30-2023-01362838-CU-OE-CXC); (2) your full name, address, telephone number, signature, and the last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline]. For your convenience, a form is included with this Notice that you may fill out if you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice. If you prefer, you may send a written letter instead which contains all of the required information.

7. WHAT IS MY ESTIMATED INDIVIDUAL CLASS PAYMENT?

As explained above, your estimated Individual Class Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks and/or Pay Periods credited to you.

Under the terms of the Settlement, your Individual Class Payment is estimated to be \$ _____.
The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ _____.

Your Individual Class Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Group Members. This will bar all Participating Class Members and PAGA Group Members from bringing certain claims against Defendant.

Upon the Effective Date, and the full payment by Defendant of the Gross Fund Value and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, waive, release, and forever discharge the Released Parties, for the duration of the Class Period, of the Released Class Claims. "Released Class Claims" means any and all wage-related claims, rights, demands, damages, liabilities, and causes of action, in law or in equity based on the factual allegations and statutes asserted or that could have reasonably been asserted in the Litigation against Defendant, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, et seq.

Upon the Effective Date and the full payment by Defendant of the Gross Fund Value, Plaintiff and PAGA Group Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period), waive, release, and forever discharge Released Parties, for the duration of the PAGA Period, of the Released PAGA Claims. "Released PAGA Claims" means any and all claims, actions, and causes of action for PAGA civil penalties based on the factual allegations and legal theories asserted or that could have reasonably been asserted in the Litigation against Defendant, based upon or arising out of Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, 7-2001, and 9-2001.

"Released Parties" means Defendant and its past, present, and future predecessors, successors, officers, directors, employees and agents.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www.oxsanaethika.com. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Class Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, favorable or not, and you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Oksana Parrilla v. Ethika, Inc.*, Case No. 30-2023-01362838-CU-OE-CXC); (2) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

For your convenience, a form is included with this Notice that you may fill out if you wish to exclude yourself from the Class Settlement. If you prefer, you may send a written letter instead which contains all of the required information. Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment (if eligible), regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Oksana Parrilla v. Ethika, Inc.*, Case No. 30-2023-01362838-CU-OE-CXC); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain the words "Notice of Objection" or "Formal Objection" and clearly state the grounds for the objection; (4) include

any and all supporting papers, briefs, written evidence, and/or other evidence; (5) state whether you intend to appear at the Final Approval Hearing; and (6) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B). For your convenience, a form is included with this Notice that you may fill out if you wish to object to the Class Settlement. If you prefer, you may send a written letter instead which contains all of the required information.

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Service Payment to Plaintiff. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www.occourts.org. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Lawsuit for a fee by visiting the civil clerk's office, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or online by visiting the following website: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2023-01362838".

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]
[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.

REQUEST FOR EXCLUSION FORM

Oksana Parrilla v. Ethika, Inc.
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01362838-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you may submit a letter as described in the Notice or read, complete, and sign this form. **The form must be sent to the Settlement Administrator**, by mail, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

[Name of Settlement Administrator]
[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Oksana Parrilla v. Ethika, Inc.*, Orange County Superior Court Case No. 30-2023-01362838-CU-OE-CXC. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Class Payment. I understand that, if I am a PAGA Group Member (i.e., if I am a current or former hourly-paid or non-exempt employee who worked for Ethika, Inc. within the State of California at any time during the period from March 20, 2023 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered]), I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form - you do not need to take any action.

WORKWEEKS/PAY PERIODS DISPUTE FORM

Oksana Parrilla v. Ethika, Inc.
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01362838-CU-OE-CXC

If you wish to dispute the number of Workweeks and/or Pay Periods credited to you in the Notice of Class Action Settlement ("Notice"), you may fill out this form and mail it to the Settlement Administrator, or submit a letter as described in the Notice, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

[Name of Settlement Administrator]
[Mailing Address]

If you believe the number of Workweeks and/or Pay Periods credited to you in the Notice is incorrect, fill out the section below and attach any documentation that you have to support your dispute.

Number of Workweeks you believe should be credited to you for the period from November 21, 2019 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (i.e., the Class Period):	_____
Number of Pay Periods you believe should be credited to you for the period from March 20, 2023 to September 23, 2024 or [insert Alternate End Date only if escalator is triggered] (i.e., the PAGA Period):	_____

Information Supporting the Number of Workweeks and/or Pay Periods You Contend is Correct:

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to dispute the number of Workweeks of Pay Periods credited to you, you should not return this form – you do not need to take any action.

NOTICE OF OBJECTION TO CLASS SETTLEMENT FORM

Oksana Parrilla v. Ethika, Inc.
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01362838-CU-OE-CXC

If you wish to object to the Class Settlement and you have not submitted a Request for Exclusion from the Class Settlement, you may fill out this form and mail it to the Settlement Administrator, or submit a letter as described in the Notice of Class Action Settlement, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

[Name of Settlement Administrator]
[Mailing Address]

REASON FOR OBJECTION(S):

Please state each reason you do not like the Settlement and any legal support for your objection:

Please check the box next to one of the following statements:

- ☐ **I intend to appear at the Final Approval Hearing.**
- ☐ **I do not intend to appear at the Final Approval Hearing.**

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ **Date:** _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.