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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF ORANGE

17 RIMA JAMAL, an individual and on behalf of
all others similarly situated,

18 Plaintiff,

19 vs.

20 DB GLOBAL, INC., a California Corporation;
RIGHT AT HOME, LLC., a Delaware foreign
21 limited liability company; and DOES 1 through
100, inclusive,

22 Defendants.
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Case No. 30-2024-01396853-CU-OE-CXC
Related Case No. 30-2024-01411993-CU-OE-
CXC

Judge: Hon. Layne H. Melzer
Dept: CX102

CLASS ACTION

**SETTLEMENT AGREEMENT AND
STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

Date Action Filed: April 30, 2024
Trial Date: None set

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the actions entitled (i) *Rima Jamal v. DB Global, Inc.*, Orange County Superior Court Case Number 30-2024-01396853-CU-OE-CXC (the “**Class Action**”) and (ii) *Rima Jamal v. DB Global, Inc.*, Orange County Superior Court Case Number 30-2024-01411993-CU-OE-CXC (the “**PAGA Action**”)

DEFINITIONS

1. Actions. “**Actions**” means the Class Action and PAGA Action.
2. Agreement or Settlement or Settlement Agreement. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.
3. Aggrieved Employees. “**Aggrieved Employees**” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.
4. Attorneys’ Fees and Costs. “**Attorneys’ Fees and Costs**” means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35.00% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with these Actions, in an amount to not to exceed \$30,000.00.
5. Class or Class Members. “**Class**” or “**Class Members**” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.
6. Class Counsel. “**Class Counsel**” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

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1 8. Class Period. “**Class Period**” means the period from April 30, 2020 through June
2 10, 2025.

3 9. Court. “**Court**” means Orange County Superior Court, where the Actions are
4 currently pending.

5 10. Defendant. “**Defendant**” means DB Global, Inc.

6 11. Effective Date. The “**Effective Date**” of this Agreement means the later of (i) the
7 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
8 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
9 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
10 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
11 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
12 and Judgment.

13 12. Employer’s Taxes. “Employer’s Taxes” means the taxes Defendant is obligated by
14 law to pay for any portion of the Individual Settlement Payments designated as wages.

15 13. Enhancement Award. “**Enhancement Award**” means the amount the Court
16 authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in
17 recognition of her efforts and work in prosecution of the Actions, up to \$7,500.00.

18 14. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
19 hearing on final approval of the Settlement.

20 15. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
21 granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will
22 submit to the Court with the motion for final approval of the Settlement.

23 16. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
24 payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is
25 \$300,000.00.

26 17. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
27 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

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1 18. Individual Settlement Payment. “**Individual Settlement Payment**” means the
2 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
3 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
4 and the Individual PAGA Payment to the extent an employee is eligible.

5 19. Named Plaintiff or Plaintiff. “**Named Plaintiff**” or “**Plaintiff**” means Rima Jamal.

6 20. Notice Period. “**Notice Period**” means the time period commencing on the date the
7 Class Notice is mailed to Class Members and ending 45 days thereafter unless a notice is remailed
8 to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15
9 days after remailing, whichever is later.

10 21. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
11 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
12 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
13 Settlement Administration Costs.

14 22. PAGA Released Claims. “**PAGA Released Claims**” means, for the duration of the
15 PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California
16 Labor Code § 2698, *et seq.*) (“**PAGA**”) that (a) arise from the facts, matters, transactions or
17 occurrences alleged in the Actions or that could have been alleged in the Actions based on such
18 facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have
19 been alleged, in the notice sent by the Plaintiff to the Labor and Workforce Development Agency
20 (“LWDA”) pursuant to Labor Code section 2699.3 on or about April 30, 2024 asserting that
21 Defendant violated various provisions of the Labor Code (the “**PAGA Notice**”). Without limiting
22 the foregoing, and in addition to the foregoing, the PAGA Released Claims include claims for
23 penalties under PAGA, premised on the failure to: pay all wages earned for all hours worked at the
24 correct rate including minimum, regular, and overtime wages; provide meal periods or additional
25 premium pay in lieu thereof; provide rest breaks or additional premium pay in lieu thereof; pay
26 waiting time penalties; keep complete and accurate payroll records; timely pay wages during
27 employment and upon separation; issue accurate itemized wage statements; provide paid sick leave;
28 pay vacation wages upon termination; and to provide reimbursement for business expenses;

violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.7, 432.8, 510, 512(a), 558, 1102.5, 1174(d), 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802, 1527, 3366, 3457, and 8397.4; in connection with the allegations in the PAGA Notice and Operative Complaints; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 et seq.

23. PAGA Amount. “**PAGA Amount**” means the amount of \$30,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Released Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$22,500.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$7,500.00) will be allocated to the Aggrieved Employees as the “**PAGA Payment**.”

24. PAGA Period. “**PAGA Period**” means the period from April 30, 2023 through the end of the Class Period.

25. PAGA Pay Period. “**PAGA Pay Period**” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day, during the PAGA Period.

26. Parties. “**Parties**” means Defendant and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a “**Party**.”

27. Participating Class Member. “**Participating Class Member**” means each Class Member who has not timely opted out of the Settlement pursuant to the preliminarily approved settlement agreement in this Action, and “**Settlement Class**” means a class of all Participating Class Members.

28. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from the Court preliminarily approving this Settlement.

29. Released Parties. “**Released Parties**” means and includes Defendant and Right at Home LLC and Defendant and Right at Home LLC’s current and former parents, subsidiaries, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders,

1 members, partners, officers, directors, managers, employees, insurers, agents, franchisors, and any
2 individual or entity which could be jointly liable with Defendant.

3 30. Released Claims. “**Released Claims**” means, for the duration of the Class Period,
4 any and all claims, known or unknown, contingent or accrued, against Defendant and the other
5 Released Parties that have been, or reasonably could have been, asserted against Defendant or any
6 of the other Released Parties and that arise from the facts, matters, transactions or occurrences
7 alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all
8 wages earned for all hours worked at the correct rate including minimum, regular, and overtime
9 wages; provide meal periods or additional premium pay in lieu thereof; provide rest breaks or
10 additional premium pay in lieu thereof; pay waiting time penalties; timely pay wages during
11 employment and upon separation; issue accurate itemized wage statements; provide paid sick leave;
12 pay vacation wages upon termination; and to provide reimbursement for business expenses; (ii)
13 claims for violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.6, 226, 226.7,
14 227.3, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 1199, 2800, and 2802;; and (iii)
15 claims for related violations of the applicable California Wage Orders; violations of all related or
16 corresponding federal laws; and violation of California Business and Professions Code § 17200 et
17 seq.

18 31. Settlement Administration Costs. “**Settlement Administration Costs**” means the
19 costs of settlement administration, including costs of notice to Class Members, distributing
20 settlement payments, and any other fees and costs incurred or charged by the Settlement
21 Administrator in connection with the execution of its duties under this Settlement.

22 32. Settlement Administrator. “**Settlement Administrator**” means Apex Class Action
23 LLC or such other third-party administrator chosen by the Parties and approved by the Court.

24 33. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
25 Date at which the Court will determine whether to fully and finally approve the fairness and
26 reasonableness of this Agreement.

27 34. Workweek. “**Workweek**” means any week during which a Class Member was
28 employed by Defendant for at least one day, during the Class Period.

RECITALS

35. On April 30, 2024, the Named Plaintiff submitted a PAGA Notice to the LWDA.

36. On April 30, 2024, the Named Plaintiff filed a Class Action Complaint (the “**Class Complaint**”) against Defendant in a case style *Jamal v. DB Global, Inc.*, Orange County Superior Court Case Number 30-2024-01396853-CU-OE-CXC. The Complaint alleges that Defendant violated various wage-and-hour laws and includes claims for: (1) failure to pay overtime wages; (2) failure to timely pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violations of Labor Code § 227.3; and (10) unfair competition.

37. On July 5, 2024, the Named Plaintiff filed a PAGA Complaint (the “**PAGA Complaint**”) against Defendant in a case styled *Rima Jamal v. DB Global, Inc.*, Orange County Superior Court Case Number 30-2024-01411993-CU-OE-CXC. The Complaint alleges that Defendant violated numerous wage-and-hour laws and includes a claim under the Labor Code Private Attorneys’ General Act of 2004 for civil penalties.

38. On March 12, 2025, the Parties participated in a confidential mediation with experienced class and PAGA action mediator, Nikki Tolt, Esq., of Act Mediation, Inc. With the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this Agreement.

39. Prior to filing the motion for preliminary approval, the Parties will submit a stipulation to the Court in the Class Action requesting to consolidate the PAGA Action with the Class Action.

40. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that it has any liability of any kind associated with the claims alleged in the Actions. Defendant contends that it has fully complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Named Plaintiff, the Class Members, and the Aggrieved Employees.

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41. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and records produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Actions. While Defendant specifically denies any liability in the Actions, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Actions.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Actions shall be and are finally and fully compromised and settled on the following terms and conditions:

42. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement

1 and its terms and provisions shall not be offered or received as evidence in any action or proceeding
2 to establish any liability or admission on the part of Defendant or to establish the existence of any
3 condition constituting a violation of, or non-compliance with, any federal, state, local or other
4 applicable law.

5 43. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
6 that (a) a class may be certified in the Class Action pursuant to California Code of Civil Procedure
7 section 382, and (b) the PAGA Action may proceed as a PAGA representative action.

8 a. The Parties intend their settlement to be contingent upon the preliminary and
9 final approval of each and every term of this Agreement, without material modification. The Parties
10 and their respective counsel shall use their respective best efforts to obtain Court approval and
11 implement this Agreement in accordance with its terms. If the Court does not so approve this
12 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
13 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
14 unenforceable, in which event the settlement terms set forth in this Agreement, including any
15 modifications made with the consent of the Parties, and any action taken or to be taken in connection
16 with this Agreement shall be terminated and shall become null and void and have no further force
17 or effect, and the class certified for settlement purposes pursuant to this Agreement will be
18 decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of
19 the Settlement Administrator's fees, if any, in an equal amount.

20 b. In the event the Court does not grant preliminary or final approval of the
21 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
22 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
23 court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of
24 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendant, each of whom shall be
25 restored to their respective positions existing prior to the execution of this Agreement, and evidence
26 relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions
27 or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to
28 challenge the propriety of class certification in the Class Action and/or the PAGA Action proceeding

1 on a representative basis for any purpose, and its rights to enforce the Parties' arbitration agreement
2 should the Court not grant preliminary or final approval of the Parties' settlement.

3 44. Participating Class Members' Release Of Claims. Upon the funding of the Gross
4 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
5 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
6 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
7 and all of the Released Parties from the Released Claims that arose during the Class Period.

8 a. This release by the Named Plaintiff and each Participating Class Member is
9 intended to settle any and all of the Released Claims that any of them may have against Defendant
10 or any of the Released Parties during the Class Period.

11 b. Because it is impossible or impracticable to have each Class Member execute
12 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
13 and such notice will have the same force and effect as if the Agreement were executed by each Class
14 Member. The Class Notice will be in English and Spanish.

15 45. Aggrieved Employees' Release of PAGA Released Claims. In exchange for the
16 PAGA Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
17 California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf
18 of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns
19 will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to
20 effectuate the Settlement to the Settlement Administrator, forever completely release and discharge
21 Defendant and each of the Released Parties from the PAGA Released Claims that arose during the
22 PAGA Period. The Aggrieved Employees and the State of California will be deemed by operation
23 of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against
24 Defendant and any of the Released Parties for the PAGA Released Claims that arose during the
25 PAGA Period, to the extent permissible by law.

26 46. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
27 Amount and the Employer's Taxes to the Settlement Administrator, the Named Plaintiff fully
28 releases and discharges Defendant and the other Released Parties from the Released Claims and any

1 other claims that the Named Plaintiff now has or claims to have, or have ever had or claimed to
2 have, against Defendant and the Released Parties. Without limiting the generality of the foregoing,
3 the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any
4 claims against Defendant and the Released Parties, arising out of or relating to the Named Plaintiff's
5 employment or the termination of her employment with Defendant and any other Released Party.
6 This general release by the Named Plaintiff includes a waiver of the Named Plaintiff's rights under
7 Civil Code section 1542, which provides: "A general release does not extend to claims that the
8 creditor or releasing party does not know or suspect to exist in his or her favor at the time of
9 executing the release and that, if known by him or her, would have materially affected his or her
10 settlement with the debtor or released party."

11 47. No Prior Assignments. The Named Plaintiff represents and warrants that she has not
12 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
13 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
14 released and discharged by this Agreement.

15 48. Settlement Payments And Calculation Of Claims. Subject to final Court approval
16 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
17 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
18 \$300,000.00, subject to increase pursuant to the Escalator Clause in Paragraph 49 below. The Gross
19 Settlement Amount includes payments to be made to Participating Class Members, Class Counsel's
20 Attorneys' Fees and Costs, an Enhancement Award to the Named Plaintiff, the PAGA Amount, and
21 Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set
22 forth in this Agreement, Defendant shall not be required to pay any amount over the Gross
23 Settlement Amount for this Settlement, apart from the Employer's Taxes, which will be paid in
24 addition to the Gross Settlement Amount.

25 49. Settlement Escalator. The Settlement is based on the representation that there were
26 no more than 12,099 non-exempt Workweeks worked by the Class Members during the period of
27 April 30, 2020 through March 12, 2025. In the event the number of Workweeks increases by more
28 than 10%, or 1,210 Workweeks, as of June 10, 2025, then the Defendant has the option of (1) ending

1 the Class Period when the number of Workweeks during the Class Period reaches 13,309, to avoid
2 incurring any pro rata increase; or (2) increasing the Gross Settlement Amount proportionally by
3 the Workweeks in excess of 13,309 multiplied by the Workweek Value (the “**Escalator Clause**”).
4 The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 12,099. The
5 Parties agree that the Workweek Value amounts to \$24.80 per workweek ($\$300,000 / 12,099$
6 Workweeks). Thus, for example, should the Settlement Administrator determine there be 13,310
7 Workweeks in the Class Period, then Defendant will have the following options:

8 a. Increase the Gross Settlement Amount by \$24.80 ($[13,310 - 13,309] \times$
9 \$24.80), in which case the Class Period would end on, and include, June 10, 2025; or

10 b. Not increase the Gross Settlement Amount and end the Class Period on
11 whatever date the Settlement Administrator states will result in the total Workweeks worked by
12 Class Members to be 13,309.

13 The Parties agree that the Class Period may not be modified after the Class Notice is sent to
14 Class Members.

15 50. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
16 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
17 apportioned as follows:

18 a. Class Counsel Attorneys’ Fees and Costs: At the final approval hearing,
19 Class Counsel will apply to the Court for an award of Attorneys’ Fees of no more than thirty-five
20 percent (35%) of the Gross Settlement Amount, which equals \$105,000.00. Class Counsel will also
21 apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount
22 of \$30,000.00. These fees and costs are included in, and shall come from, the Gross Settlement
23 Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the
24 Court pursuant to this Paragraph 49.a. Except as provided in this Paragraph 49.a, each Party will
25 bear its own attorneys’ fees, costs, and expenses incurred in the prosecution, defense, or settlement
26 of the Actions. If the Court awards a lower amount of Attorneys’ Fees and Costs than the amount
27 requested, any amount not awarded will be part of the distribution to the Participating Class
28 Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this

1 Agreement. Class Counsel assume full responsibility and liability for taxes owed on the Attorneys'
2 Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or
3 controversy regarding any division or sharing of any of these payments. There will be no additional
4 charge of any kind to either the Class Members or request for additional consideration from
5 Defendant for such work unless, Defendant materially breaches this Agreement, including any term
6 regarding funding, and further efforts are necessary from Class Counsel to remedy said breach,
7 including, without limitation, moving the Court to enforce the Agreement.

8 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
9 will apply to the Court for approval of Settlement Administration Costs not to exceed the amount
10 of \$7,990.00. These costs are included in, and shall come from, the Gross Settlement Amount. If
11 the actual amount of the Settlement Administration Costs is less than \$7,990.00, the difference
12 between \$7,990.00 and the actual Settlement Administration Costs shall be a part of the Net Class
13 Settlement Amount. If the Settlement Administration Costs exceed \$7,990.00 then such excess will
14 be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying
15 any additional funds in order to pay these additional costs.

16 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
17 Counsel will apply to the Court for an award of up to \$7,500.00 to be paid to the Named Plaintiff as
18 an Enhancement Award for her services, for assuming the risks associated with this litigation, and
19 for the time spent in assisting Class Counsel to litigate this Actions. Defendant will not oppose such
20 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
21 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
22 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named
23 Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 49.e, below. If
24 the Court awards less than the amount requested, any amount not awarded will be part of the
25 distribution to the Participating Class Members as set forth in this Agreement and shall not be a
26 reason to invalidate/terminate this Agreement.

27 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
28 the Court for approval of the PAGA Amount of \$30,000.00 for claims for civil penalties asserted

1 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
2 Labor Code § 2699(s)(2). The Parties agree that 75% of the PAGA Amount (\$22,500.00) will be
3 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$7,500.00) will be allocated
4 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment
5 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
6 in Paragraph 49.e, but will be limited to pay periods worked during the PAGA Period. Any Class
7 Members who worked during the PAGA Period and who opt out of the Settlement will still be
8 considered Aggrieved Employees for purposes of this Paragraph 49.d and, therefore, will (i) receive
9 their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA
10 Released Claims against the Released Parties. The Parties agree that if the Settlement Agreement
11 is not approved, in whole or in part, because the Court determines that the PAGA Amount should
12 increase, the portion of the Gross Settlement Amount allocated for payment to the Participating
13 Class Members shall be decreased to account for any increase required for the PAGA settlement
14 such that the total Settlement Amount does not increase.

15 e. Individual Settlement Payments. The Individual Settlement Payments shall
16 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
17 Amount in relation to the total number of Workweeks worked during the Class Period (the
18 “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved Employee’s *pro*
19 *rata* portion of the PAGA Payment in relation to the total number of PAGA Pay Periods worked
20 during the PAGA Period (*i.e.*, the Individual PAGA Payment).

21 i) Participating Class Member Payment: After deducting the approved
22 amounts specified in Paragraphs 49.a-d above, each Participating Class Member will be entitled to
23 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
24 calculated from the Net Class Settlement Amount based on the respective number of Workweeks
25 worked by each Participating Class Member in a non-exempt position during the Class Period,
26 rounded up. Each Participating Class Member’s share of the Net Class Settlement Amount will be
27 calculated by dividing the Participating Class Member’s Workweeks worked in a non-exempt
28 position by the total number of Workweeks worked by all Class Members in a non-exempt position

1 during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class
2 Notice will include the number of Workweeks that the Class Member worked during the Class
3 Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

4 ii) Individual PAGA Payment: For each Aggrieved Employee, the
5 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
6 Payment, as set forth in Paragraph 49.e (the Individual PAGA Payment).

7 f. The Parties acknowledge and agree that the formula used to calculate the
8 Individual Settlement Payments (including the Participating Class Member Payments and Individual
9 PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and
10 penalties alleged in the Actions are not being taken into account. The above formula was devised
11 as a practical and logistical method to simplify the participation process.

12 g. Participating Class Member Payments shall be distributed only to
13 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
14 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
15 *rata* basis based on the formula set forth in Paragraph 49.e. Individual PAGA Payments will be
16 distributed to all Aggrieved Employees.

17 h. The Parties agree that under no circumstances shall Defendant be obligated
18 to pay any amount under this Agreement to any Class Member other than Participating Class
19 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
20 Member opting-out of the Settlement. In addition, the Parties agree that under no circumstances
21 shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of
22 the Actions, other than any applicable Employer Taxes.

23 51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Agreement, including the Individual PAGA Payments made
25 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
26 plans to which any Participating Class Member or Aggrieved Employees may be eligible for,
27 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
28 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'

intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

52. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows:
(i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii) 80% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages and statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined under Paragraph 5657) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that

1 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
2 the Settlement Fund.

3 d. All Parties represent and acknowledge that nothing in this Agreement
4 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
5 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
6 obligations or consequences that may arise from this Agreement and Class Members shall not seek
7 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
8 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
9 Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all
10 responsibility for the payment of such taxes.

11 53. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
12 Order, Defendant will provide to the Settlement Administrator: (1) a list of Class Members that
13 identifies each Class Member by class number, each Class Member by name, Social Security
14 Number, and last known address, and specifies the number of Workweeks worked by each Class
15 Member in a non-exempt position during the Class Period and the number of PAGA Pay Periods
16 worked by each Class Member in a non-exempt position during the PAGA Period; and (2) a
17 summary payroll report from Defendant's payroll company reflecting the number of pay periods
18 worked by each employee for both the Class Period and PAGA Period (the "**Class List**"). Defendant
19 will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement
20 Administrator. The Settlement Administrator will keep the list confidential, except it shall be
21 provided to Class Counsel upon request with names, Social Security Numbers and address
22 information redacted, and Class Counsel agrees to use such information only for the purposes
23 described in this Agreement.

24 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
25 search based upon the National Change of Address Database to update and correct any known or
26 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
27 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
28 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each

1 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
2 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
3 undeliverable within 14 calendar days after mailing.

4 b. The Settlement Administrator will re-mail any notice packet returned by the
5 United States Postal Service with a forwarding address on or before the expiration of the Notice
6 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
7 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
8 mailing received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
9 either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object,
10 opt out, or dispute the workweeks and/or pay periods attributed to him or her.

11 c. The Settlement Administrator will use the appropriate skip tracing and
12 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
13 Class Members, and to re-mail the notice packets returned by the Postal Service without a
14 forwarding address upon locating new or alternate addresses after a reasonable search.

15 d. Class Counsel will provide to the Court, in connection with seeking final
16 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
17 Class Notice was mailed to all Class Members as required by this Agreement.

18 54. Dispute Procedure. The Class Notice will include a procedure by which a Class
19 Member may dispute the number of workweeks allocated to the Class Member by submitting a
20 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
21 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
22 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
23 Action name and case number; (iii) the number of workweeks the Class Member maintains is
24 correct; and (iv) documentary evidence sufficient to prove that Defendant’s calculation of the
25 workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek
26 Dispute, the Settlement Administrator shall promptly serve Defendant’s counsel with a copy of the
27 Workweek Dispute and any accompanying papers. Defendant’s counsel will inform Class Counsel
28 of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless

1 it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
2 Defendant shall have the right to respond to the Workweek Dispute by any Class Member. The
3 Settlement Administrator will resolve the Workweek Dispute and make a final and binding
4 determination without hearing or right of appeal. The Settlement Administrator's determination
5 will be subject to review by the Court at the time of the Final Approval Hearing so long as the
6 Participating Class Member submits an objection to the Settlement Administrator's determination
7 at or before the Final Approval Hearing.

8 a. Within 14 calendar days after the close of the Notice Period, the Settlement
9 Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount
10 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the
11 Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not
12 include the names, Social Security Numbers, or contact information of Participating Class Members
13 and Aggrieved Employees.

14 55. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement
15 described in this Agreement, the Class Member will be bound by the terms and conditions of this
16 Agreement, including the release of the Released Claims that arose during the Class Period. A Class
17 Member will not be entitled to opt out of the settlement established by this Agreement unless the
18 Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request
19 must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name
20 and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded
21 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
22 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
23 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
24 Agreement.

25 a. Upon receipt of any Opt-Out Request within the Notice Period, the
26 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
27 out requirements of this Agreement.

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1 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
2 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
3 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
4 incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The
5 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
6 Notice Period, but will report its receipt of any such requests to Class Counsel and Defendant's
7 counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of
8 the Notice Period, the Class Member did not make the request in a timely manner. A declaration
9 submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the
10 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
11 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator
12 have the authority to extend the deadline for Class Members to submit a request to opt out of the
13 settlement without the Parties' joint written consent.

14 c. At the close of the Notice Period, the Settlement Administrator shall report
15 the names of all individuals who opted out of the Agreement to the Parties and include this
16 information in a declaration regarding the distribution of the notice that will be provided in support
17 of Plaintiff's motion for final approval.

18 d. If 10% or more Class Members timely opt out of the settlement, Defendant
19 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
20 days after Defendant receives notice of the number of opt outs. Defendant will provide written
21 notice to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant
22 elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
23 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
24 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
25 for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision,
26 it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement
27 Agreement is terminated for any other reason, including the Court's failure to grant final approval
28

of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

56. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All written objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative.

b. Class Counsel or Defendant's counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 5455, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Order and Judgment.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

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e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid.

57. Funding And Distribution Of Settlement.

a. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total number of Workweeks and PAGA Pay Periods; the total amount payable to all Participating Class Members and Aggrieved Employees; the average, highest, and lowest payments to Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the applicable Employer's Taxes.

b. The Settlement Amount shall be funded by Defendant in two equal installment payments. The first installment of \$150,000.00 shall be paid to the settlement administrator within fourteen (14) days of the Effective Date. The second installment of \$150,000.00, along with Defendant's share of taxes owed on the wages portion of the settlement, shall be paid to the settlement administrator no later than six (6) months after the first installment. (collectively, the "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendant under this Agreement, unless anything reasonably further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released under this Agreement, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than fourteen (14) calendar days after receipt

1 of the Settlement Fund from Defendant (“**Settlement Proceeds Distribution Deadline**”). The
2 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
3 Payments, including the Individual PAGA Payments, if it places in the mail the Individual
4 Settlement Payments for all Participating Class Members and the Individual PAGA Payments for
5 all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have
6 any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant’s counsel, or
7 any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of
8 Individual Settlement Payments made substantially in accordance with this Agreement or further
9 orders of the Court.

10 d. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, and the
11 Enhancement Award shall occur no later than fourteen (14) calendar days after the Settlement
12 Administrator receives the Settlement Fund from Defendant.

13 e. If a Participating Class Member’s or Aggrieved Employee’s check is returned
14 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
15 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
16 expressly understood and agreed that the checks for the Individual Settlement Payments, including
17 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
18 calendar days after mailing. The funds from uncashed and voided checks will be distributed to the
19 Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104. There will
20 be no reversion to Defendant.

21 f. Defendant will not be obligated to make any payments contemplated by this
22 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
23 Date of the Agreement.

24 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
25 Deadline, the Settlement Administrator will provide written certification of completion of settlement
26 administration to Class Counsel and to Defendant’s Counsel.

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1 58. Binding Effect Of Agreement On Class Members. Subject to final Court approval
2 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
3 Participating Class Members will be bound by this Agreement.

4 59. Binding Effect Of Agreement On Aggrieved Employees And State Of California.
5 The Aggrieved Employees and the State of California, to the maximum extent permitted by law,
6 shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise
7 make a claim against Defendant or any of the Released Parties for any of the PAGA Released Claims
8 and to be bound by the release of the PAGA Released Claims as set forth in this Agreement.

9 60. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
10 Actions requesting that the Court preliminarily approve the Settlement shortly after complete
11 execution of this Agreement. Defendant will not oppose Class Counsel's motion for preliminary
12 approval of the settlement so long as the motion and supporting papers are consistent with the terms
13 of this Agreement. Class Counsel will provide Defendant's counsel with at least 5 days to review,
14 and provide comments to, the motion for preliminary approval of the settlement before the motion
15 and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may,
16 without opposing the preliminary approval motion, advise the Court if Defendant disagrees with
17 any of the factual statements included by the Named Plaintiff in the motion and supporting papers.
18 Defendant's counsel will meet and confer with Class Counsel regarding any disputed factual
19 statements before notifying the Court of any disputes.

20 61. Non-Interference With Claims Procedure. The Parties and their counsel agree that
21 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
22 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

23 62. Final Order And Judgment. The Named Plaintiff will request that the Court enter,
24 after the hearing finally approving this Agreement, a Final Order and Judgment. The Named
25 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
26 Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the
27 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
28 Participating Class Members release the Released Parties from the Released Claims; order that the

1 Aggrieved Employees and the State of California release the Released Parties from the PAGA
2 Released Claims as set forth in this Agreement (to the maximum extent permitted by law); and
3 require the Parties to carry out the provisions of this Agreement.

4 63. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
5 settlement set forth in this Agreement does not become final, the settlement will be null and void
6 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
7 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
8 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
9 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
10 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
11 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
12 negotiations shall not be admissible or discoverable in the Actions or otherwise.

13 64. No Double Recovery. No person who has already released, assigned, or otherwise
14 forfeited the claims asserted in the Actions will not be considered a Class Member or be entitled to
15 recover under this Agreement.

16 65. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
17 publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the
18 negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those
19 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
20 Paragraph 65 includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel
21 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
22 social media, or blog, or business website) of the amount or terms of the settlement, with or without
23 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
24 other publication that summarizes the results of jury verdicts and settlements.

25 a. Notwithstanding the foregoing, Class Counsel may respond to questions
26 received from, and discuss any aspect of this Agreement with the Class Members or their legal
27 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

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1 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
2 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
3 effectuate this Agreement, or the online posting of documents relating to the Actions by the
4 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
5 Court.

6 c. The Named Plaintiff and Class Counsel agree that all data and information
7 informally produced by Defendant in connection with the settlement of this Actions will be
8 maintained in confidence, and will not be shared with any other persons or entities.

9 66. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
10 material changes to the material terms or conditions of Paragraphs 1 through 65 of this Agreement
11 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
12 which case Defendant would not be obligated to make any payments to any Class Member, to Class
13 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising
14 such right.

15 67. Modification In Writing. This Agreement may be altered, amended, modified or
16 waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This
17 Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

18 68. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all
19 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
20 the event the Parties are unable to reach an agreement on the form or content of any document
21 needed to implement the Settlement, or any supplemental provisions that may become necessary to
22 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

23 69. Notices. All notices, requests, demands, and other communications required or
24 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
25 personally or by first class mail to the Settlement Administrator approved by the Court and the
26 undersigned persons at their respective addresses as set forth below:

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CLASS COUNSEL

BIBIYAN LAW GROUP, P.C.
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david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
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COUNSEL FOR DEFENDANT

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emcclellan@rutan.com
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nrice@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

70. Binding On Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

71. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Released Claims, and the Released Claims against Defendant and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and

1 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
2 the terms of this Agreement.

3 72. Execution In Counterparts. This Agreement may be signed in one or more
4 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
5 (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force
6 and effect and shall be as legally binding and enforceable as the original.

7 73. Captions. The captions, section numbers, and paragraph numbers in this Agreement
8 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
9 or intent of the provisions of this Agreement.

10 74. Governing Law. This Agreement shall be interpreted, construed, enforced, and
11 administered in accordance with the laws of the State of California, without regard to conflict of law
12 rules.

13 75. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry
14 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
15 enforcing the terms of this Agreement.

16 76. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
17 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
18 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
19 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
20 Parties, all Parties have contributed to the preparation of this Agreement.

21 77. Representation And Warranties. Class Counsel and the Named Plaintiff represent
22 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
23 Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this
24 Agreement.

25 78. Authorization To Act. Each Party to this Agreement covenants and warrants that
26 (a) such Party has full power and authority to enter into and consummate all transactions
27 contemplated by this Agreement and have duly authorized the execution, delivery, and performance
28 of this Agreement; and (b) the person executing this Agreement for such Party has the full right,

1 power, and authority to enter into this Agreement on behalf of such Party, and the full right, power,
2 and authority to execute any and all necessary instruments in connection with the Settlement, and
3 to fully bind such Party to the terms and obligations of this Agreement.

4 79. Representation By Counsel. The Parties acknowledge that each of them has been
5 represented by their respective counsel throughout all negotiations that preceded the execution of
6 this Agreement, and that this Agreement has been executed with the consent and advice of their
7 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
8 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
9 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
10 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
11 Plaintiff as provided by this Agreement.

12 80. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
13 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
14 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

15 81. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved
16 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
17 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
18 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
19 expressly provided for in this Agreement.

20 82. No Reliance On Representations. The Parties have made such investigations of the
21 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
22 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
23 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
24 any of their rights or asserted rights, or with regard to the advisability of making and executing this
25 Agreement, or with respect to any such matters. No representations, warranties, or inducements
26 have been made to any Party concerning this Agreement except as expressly provided in this
27 Agreement.

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83. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF RIMA JAMAL

Dated: 10/07/2025

By: Rima Jamal
Rima Jamal
Named Plaintiff

Dated: _____

DEFENDANT DB GLOBAL, INC.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH 65:

Dated: October 7, 2025

BIBIYAN LAW GROUP, P.C.

By: Vedang J. Patel
David D. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

RUTAN & TUCKER, LLP

By: _____
Edson K. McClellan
Attorneys for Defendant
DB Global, Inc. dba Right at Home

83. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

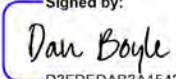
PLAINTIFF RIMA JAMAL

Dated: _____

By: _____
Rima Jamal
Named Plaintiff

Dated: October 1, 2025

DEFENDANT DB GLOBAL, INC.

Signed by:

By: _____
Name: Dan Boyle
Title: President

APPROVED AS TO FORM ONLY AND AGREE TO BE BOUND BY PARAGRAPH 65:

Dated: _____

BIBIYAN LAW GROUP, P.C.

By: _____
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Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: October 1, 2025

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By: 
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