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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIET WELTON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CERNA HEALTHCARE, LLC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 30-2024-01390734-CU-OE-CXC
[Related to Case No.: 30-2024-01410320-
CU-OE-CXC]

[Assigned for all purposes to Honorable
David A. Hoffer in Dept. CX103]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: April 3, 2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Juliet Welton (“Plaintiff Welton”), Brandi Gregg (“Plaintiff Gregg”), and Cindy Estrada Rosas (“Plaintiff Rosas” and together with Plaintiff Welton and Plaintiff Gregg, the “Plaintiffs”), and defendant Cerna Healthcare, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant, captioned *Juliet Welton v. Cerna Healthcare, LLC, et al.*, Case No. 30-2024-01390734-CU-OE-CXC, initiated on April 3, 2024, and pending in Superior Court of the State of California, County of Orange.

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

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

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

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

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

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from Feb 17, 2021, through July 8, 2025.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representatives Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “Defendant” means named defendant Cerna Healthcare, LLC.

1.17. “Defense Counsel” means Erica M. Sorosky and Erin K. Oyama of Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$325,000.00 (Three Hundred Twenty-Five Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payment, and Administrator’s Expenses.

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

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

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

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Class Action.

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

1.32. “PAGA Period” means the period from April 3, 2023, through the end of the Class Period.

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

1.34. “PAGA Notice” means Plaintiff Welton's April 3, 2024, letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$32,500.00), allocated 25% to the Aggrieved Employees (\$8,125.00) and the 75% to the LWDA (\$24,375.00) in settlement of PAGA claims.

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

1.37. “Plaintiffs” means Juliet Welton, Brandi Gregg, and Cindy Estrada Rosas, the named plaintiffs in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1 1.42. “Released Parties” means: Defendant, and its past, present and/or future, direct and/or
2 indirect, officers, directors, members, managers, owners, employees, agents, representatives,
3 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
4 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

5 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
8 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
10 Settlement. Class Members to whom Notice Packets are resent after having been returned
11 undeliverable to the Administrator shall have an additional 15 days beyond the Response
12 Deadline has expired.

13 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.46. “Workweek” means any week during which a Class Member worked for Defendant, for
16 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
17 termination dates (as applicable).

18 **2. RECITALS**

19 2.1. On April 3, 2024, Plaintiff Welton commenced this Action by filing a complaint against
20 Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure
21 to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage
22 statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of
23 Labor Code § 227.3; and (10) unfair competition. (the “Class Action”).

24 2.2. On April 3, 2024, Plaintiff Welton filed with the LWDA and served on Defendant a notice
25 under Labor Code section 2699.3 stating Plaintiff Welton intended to serve as a proxy of the
26 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
27 violations (“PAGA Notice”).

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2.3. On June 28, 2024, Plaintiff Welton filed a separate representative action in the Superior Court of California for the County of Orange, Case No. 30-2024-01410320-CU-OE-CXC, seeking PAGA civil penalties against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

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

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

2.6. On April 3, 2025, the Parties participated in an all-day mediation presided over by Kevin T. Barnes, Esq. The mediation was unsuccessful, but the Parties continued negotiations with the aid of the mediator and agreed to globally resolve all class and PAGA claims in the Action on or around May 12, 2025.

2.7. As part of this Agreement, the Parties further agree to stipulate to Plaintiff Welton filing a First Amended Complaint in the Class Action, subject to Defendant’s review, revision and written approval before filing, adding the claims alleged in the PAGA Action, and adding Plaintiff Gregg and Plaintiff Rosas as named plaintiffs in the Class Action. Upon the entry of the First Amended Complaint in the Class Action, Plaintiff Welton shall file a request for dismissal without prejudice of the PAGA Action, effectively consolidating the PAGA Action within the Class Action for the purposes of settlement approval. The First Amended Complaint in the Class Action shall be the “Operative Complaint.”

2.8. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$325,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll

1 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
2 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
3 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
4 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
5 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
6 to Defendant.

7 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1. To Plaintiffs: Class Representatives Service Payment to Plaintiffs of not more
11 than \$10,000.00 to Plaintiff Welton, and \$5,000.00 each to Plaintiff Gregg and Plaintiff
12 Rosas, for a total amount of \$20,000.00 to Plaintiffs, in addition to any Individual Class
13 Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a
14 Participating Class Member. Defendant will not oppose Plaintiffs' request for a Class
15 Representative Service Payment that does not exceed this amount. As part of the motion
16 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will
17 seek Court approval for any Class Representatives Service Payments prior to the Final
18 Approval Hearing. If the Court approves a Class Representatives Service Payment less
19 than the amount requested, the Administrator will retain the remainder in the Net
20 Settlement Amount. The Administrator will pay the Class Representatives Service
21 Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for
22 employee taxes owed on the Class Representatives Service Payment.

23 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
24 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
25 Agreement, is currently estimated to be \$113,750.00 and a Class Counsel Litigation
26 Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for
27 these payments provided that do not exceed these amounts. Plaintiffs and/or Class
28 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class

Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of

1 wage claims (the “Wage Portion”). The Wage Portions are subject to tax
2 withholding and will be reported on an IRS W-2 Form. The 90% of each
3 Participating Class Member’s Individual Class Payment will be allocated to
4 settlement of claims for interest and penalties (the “Non-Wage Portion”). The
5 Non-Wage Portions are not subject to wage withholdings and will be reported
6 on IRS 1099 Forms. Participating Class Members assume full responsibility
7 and liability for any employee taxes owed on their Individual Class Payment.

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

13 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
14 \$32,500.00 to be paid from the Gross Settlement Amount, with 75% (\$24,375.00)
15 allocated to the LWDA PAGA Payment and 25% (\$8,125.00) allocated to the Individual
16 PAGA Payments.

17 3.2.5.1. The Administrator will calculate each Individual PAGA
18 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share
19 of PAGA Penalties \$8,125.00 by the total number of PAGA Period Pay Periods
20 worked by all Aggrieved Employees during the PAGA Period and (b)
21 multiplying the result by each Aggrieved Employee’s PAGA Period Pay
22 Periods. Aggrieved Employees assume full responsibility and liability for any
23 taxes owed on their Individual PAGA Payment.

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

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1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, Defendant estimates there are 970 Class Members who collectively worked a total of
4 27,886 Workweeks, and 581 Aggrieved Employees who worked a total of 7,544 PAGA Pay
5 Periods.

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

18 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
19 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
20 transmitting the funds to the Administrator no later than 18 months after the Effective Date.

21 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
22 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
23 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
25 the Class Representatives Service Payment. Disbursement of the Class Counsel Fees Payment,
26 the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payment
27 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
28 Payments.

1 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S.
3 Mail, postage prepaid. The face of each check shall prominently state the date (not less
4 than 180 days after the date of mailing) when the check will be voided. The
5 Administrator will cancel all checks not cashed by the void date. The Administrator
6 will send checks for Individual Settlement Payments to all Participating Class Members
7 (including those for whom Class Notice was returned undelivered). The Administrator
8 will send checks for Individual PAGA Payments to all Aggrieved Employees including
9 Non-Participating Class Members who qualify as Aggrieved Employees (including
10 those for whom Class Notice was returned undelivered). The Administrator may send
11 Participating Class Members a single check combining the Individual Class Payment
12 and the Individual PAGA Payment. Before mailing any checks, the Settlement
13 Administrator must update the recipients' mailing addresses using the National Change
14 of Address Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all other
16 Class Members whose checks are returned undelivered without USPS forwarding
17 address. Within 7 days of receiving a returned check the Administrator must re-mail
18 checks to the USPS forwarding address provided or to an address ascertained through
19 the Class Member Address Search. The Administrator need not take further steps to
20 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
21 The Administrator shall promptly send a replacement check to any Class Member whose
22 original check was lost or misplaced, requested by the Class Member prior to the void
23 date.

24 4.4.3. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
26 shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
28

1 residue” subject to the requirements of California Code of Civil Procedure Section 384,
2 subd. (b).

3 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional
5 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
6 specified in this Agreement.

7 **5. RELEASE OF CLAIMS**

8 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
9 and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
11 Class Members, and Class Counsel will release claims against all Released Parties as follows:

12 5.1. Plaintiffs’ Release. Plaintiffs and his or her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
14 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
15 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
16 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
17 have been, alleged based on facts contained in the Operative Complaint and Plaintiff’s PAGA
18 Notice. (“Plaintiffs’ Release.”) Plaintiffs’ Release does not extend to any claims or actions to
19 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
20 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based
21 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover
22 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe
23 to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all
24 respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

25 5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
26 purposes of Plaintiffs’ Release only, Plaintiffs expressly waive and relinquish the
27 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
28 which reads:

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

5 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
6 Members, on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
8 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay minimum
10 wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time
11 penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify;
12 (9) violation of Labor Code § 227.3; (10) unfair competition and (11) all claims asserted through
13 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code
14 violations referenced in the Operative Complaint.

15 5.3. Participating Class Members do not release any other claims, including claims for vested
16 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
17 unemployment insurance, disability, social security, workers' compensation, or claims based on
18 facts occurring outside the Class Period.

19 5.4. Release of PAGA Claims: For the duration of the PAGA Period, the State of California
20 and the LWDA, and to the extent permitted by law, all Aggrieved Employees, are deemed to
21 release, on behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
23 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
24 stated in the Operative Complaint and the PAGA Notice.

25 **6. MOTION FOR PRELIMINARY APPROVAL**

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

1 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all
2 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
3 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
4 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
5 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
6 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
7 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
8 to its willingness to serve; competency; operative procedures for protecting the security of Class
9 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
10 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
11 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
12 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
13 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
14 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
15 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
16 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
17 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
18 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
19 Members and the Administrator.

20 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
21 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
22 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
23 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
24 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
25 Administrator.

26 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and

1 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
2 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
5 Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION**

7 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
8 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
9 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
10 payment of Administration Expenses. The Parties and their Counsel represent that they have no
11 interest or relationship, financial or otherwise, with the Administrator other than a professional
12 relationship arising out of prior experiences administering settlements.

13 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
14 Identification Number for purposes of calculating payroll tax withholdings and providing reports
15 state and federal tax authorities.

16 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
17 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
18 468B-1.

19 7.4. Notice to Class Members

20 7.4.1. No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the
22 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
23 Class Data.

24 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
25 days after receiving the Class Data, the Administrator will send to all Class Members
26 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
27 the Class Notice with Spanish translation, substantially in the form attached to this
28 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the

dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

Requests for Exclusion (Opt-Outs).

7.4.6. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later

1 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
2 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
3 from a Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for
6 Exclusion must be timely postmarked by the Response Deadline.

7 7.4.7. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably
10 ascertain the identity of the person as a Class Member and the Class Member's desire
11 to be excluded. The Administrator's determination shall be final and not appealable or
12 otherwise susceptible to challenge. If the Administrator has reason to question the
13 authenticity of a Request for Exclusion, the Administrator may demand additional proof
14 of the Class Member's identity. The Administrator's determination of authenticity shall
15 be final and not appealable or otherwise susceptible to challenge.

16 7.4.8. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
18 to all benefits and bound by all terms and conditions of the Settlement, including the
19 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
20 regardless whether the Participating Class Member actually receives the Class Notice
21 or objects to the Settlement.

22 7.4.9. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or
24 have the right to object to the class action components of the Settlement. Because future
25 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
26 Participating Class Members who are Aggrieved Employees are deemed to release the
27 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
28 PAGA Payment.

1 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the absence
7 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
8 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
9 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
10 Periods shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
13 the challenges.

14 7.6. Objections to Settlement

15 7.6.1. Only Participating Class Members may object to the class action components of
16 the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representatives Service Payment.

19 7.6.2. Participating Class Members may send written objections to the Administrator, by
20 mail. In the alternative, Participating Class Members may appear in Court (or hire an
21 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
22 A Participating Class Member who elects to send a written objection to the
23 Administrator must do so not later than 45 days after the Administrator's mailing of the
24 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
25 mailed).

26 7.6.3. Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 ///

1 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
2 performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.7.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
4 and use an internet website to post information of interest to Class Members including
5 the date, time and location for the Final Approval Hearing and copies of the Settlement
6 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
7 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment and Class Representatives Service
9 Payment, the Final Approval and the Judgment. The Administrator will also maintain
10 and monitor an email address and a toll-free telephone number to receive Class Member
11 calls and emails.

12 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
13 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
14 Not later than 5 days after the expiration of the deadline for submitting Requests for
15 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
16 containing (a) the names and other identifying information of Class Members who have
17 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
18 other identifying information of Class Members who have submitted invalid Requests
19 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
20 (whether valid or invalid).

21 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
22 reports to Class Counsel and Defense Counsel that, among other things, tally the number
23 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
24 Exclusion (whether valid or invalid) received, objections received, challenges to
25 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
26 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
27 Weekly Reports must include provide the Administrator’s assessment of the validity of
28

Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

7.7.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 970 Class Members and 27,886 Total Workweeks during the Class

Period and (2) there are 581 Aggrieved Employees who worked 7,544 Pay Periods during the
PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 27,886
Workweeks worked during the Class Period. In the event the number of Workweeks worked by
Class Members during the Class Period increases by more than 10%, or 2,789 Workweeks, then
the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
30,675 Workweeks multiplied by the Workweek Value. The Workweek Value shall be
calculated by dividing the originally agreed-upon Gross Settlement Amount (\$325,000.00) by
27,886, which amounts to a Workweek Value of \$11.65. Thus, for example, should there be
31,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
\$3,786.25 ((31,000 Workweeks – 30,675 Workweeks) x \$11.65 per Workweek).

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
final approval of the Settlement that includes a request for approval of the PAGA settlement
under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts
of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
Approval on any material change to the Settlement (including, but not limited to, the scope of
release to be granted by Class Members), the Parties will expeditiously work together in good
faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
Approval. The Court’s decision to award less than the amounts requested for the Class

Representatives Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

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

1 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
2 government agency. Each Party agrees to immediately notify each other Party of any judicial or
3 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
4 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
5 conversation or other communication, before the filing of the Motion for Preliminary Approval,
6 any with third party regarding this Agreement or the matters giving rise to this Agreement except
7 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
8 restrict Class Counsel’s communications with Class Members in accordance with Class
9 Counsel’s ethical obligations owed to Class Members.

10 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
13 ability to communicate with Class Members in accordance with Class Counsel’s ethical
14 obligations owed to Class Members.

15 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of a mediator and/or the Court for resolution.

3 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed or agreed to by all
13 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
14 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
15 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
16 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
17 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
18 the use of signatures previously provided by the Parties.

19 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
25 this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

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1 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement

4 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
5 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
6 in connection with the mediation, other settlement negotiations, or in connection with the
7 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
8 be used in any way that violates any existing contractual agreement, statute, or rule of court.

9 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
17 be accepted as an original. All executed counterparts and each of them will be deemed to be one
18 and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Agreement.

21 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
23 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
24 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
25 process.

26 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
28 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel

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

4 ///

5 **IT IS SO AGREED:**

6 *Juliet Welton*

7 Plaintiff, Juliet Welton

8 *Brandi Gregg*

9 Plaintiff, Brandi Gregg

10 *Cindy Estrada Rosas*

11 Plaintiff, Cindy Estrada Rosas

12 **AGREED AS TO FORM ONLY:**

13 *Vedang J. Patel*

14 David D. Bibiyan
15 Vedang J. Patel
16 Counsel for Plaintiffs

17 Erica M. Sorosky
18 Erin K. Oyama
19 Counsel for Defendant

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

4 ///

5 **IT IS SO AGREED:**

6
7 _____
Plaintiff, Juliet Welton

8 _____
For Defendant, Cerna Healthcare, LLC

9 _____
Plaintiff, Brandi Gregg

10
11 _____
12 Plaintiff, Cindy Estrada Rosas

13 **AGREED AS TO FORM ONLY:**

14
15 _____
16 David D. Bibiyan
Vedang J. Patel
17 Counsel for Plaintiffs

18
19 _____
20 Erica M. Sorosky
Erin K. Oyama
21 Counsel for Defendant