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on behalf of herself and all others similarly situated

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Trust At Sunnylands

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CLAUDIA E. GONZALEZ, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

THE ANNENBERG FOUNDATION
TRUST AT SUNNYLANDS, a non-profit
entity; and DOES 1 through 50, inclusive

Defendants

Case No. CVRI2401980

CLASS ACTION

Assigned for all purposes to:
Hon. Harold W. Hopp
Dept.: 1

**CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT**

Class Complaint filed: April 12, 2024
First Amended Complaint: September 23, 2024
Trial Date: Not set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff Claudia E. Gonzalez (“Plaintiff”) and The Annenberg Foundation Trust at
3 Sunnylands (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “the
4 Parties,” or individually as “Party.”¹

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Claudia Gonzalez v. The Annenberg Foundation Trust at Sunnylands*, filed on
8 April 12, 2024, including the First Amended Complaint adding a PAGA Cause of Action filed on
9 September 23, 2024, in Riverside County Superior Court.

10 2. “Administrator” means and refers to Apex Class Action LLC (“Apex”); Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement, as described in this
12 Agreement.

13 3. “Administration Costs” means the amount the Administrator will be paid from the
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid the parties have received from Apex for \$7,500.00. All
16 Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than
17 the amount of Administration Costs requested, any amount not awarded will become part of the Net
18 Settlement Amount for distribution to Settlement Class Members.

19 4. “Aggrieved Employee” means a Class Member who worked during the PAGA Period.

20 5. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA
21 Settlement Agreement.

22 6. “Class” means all non-exempt, hourly employees that worked for Defendant in
23 California during the Class Period (as defined herein).

24 7. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
25 other attorneys of D.Law, Inc.

26 8. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
27 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
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approval from the Court of up to one-third of the Gross Settlement Amount, i.e., up to \$66,000.00.

9. “Class Counsel Litigation Expenses Payment” means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, not to exceed \$25,000.00. If Class Counsel Litigation Expenses Payment is less than \$25,000.00, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

10. “Class Data” means identifying information of Class Members and Aggrieved Employees in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, the number of Workweeks the Participating Class Member worked during the Class Period and the number of PAGA Pay Periods the Participating Class Member or Aggrieved Employee worked during the PAGA Period.

11. “Class Member” means a member of the Class.

12. “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.

13. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the Parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

14. “Class Period” means the period from April 13, 2020, through the date of the Preliminary Approval Order, or an earlier date as determined in accordance with this Agreement.

15. “Class Representative” or “Plaintiff” means the named Plaintiff Claudia E. Gonzalez, in the Action seeking Court approval to serve as a Class Representative.

16. “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and in exchange for a general release of claims, and Defendant agrees not to object to a requested Enhancement Award of up to \$10,000.00 subject to Court approval.

17. “Court” means the Superior Court of California, County of Riverside.

1 18. “Defendant” means named Defendant The Annenberg Foundation Trust at
2 Sunnylands.

3 19. “Defense Counsel” means David W. Moreshead and Grezia Ordonez of Munger,
4 Tolles & Olson LLP.

5 20. “Effective Date” means the date on which the Judgment becomes final and can no
6 longer be appealed or otherwise disturbed because one of the following has occurred: (i) the final
7 affirmance on an appeal of the Judgment; (ii) the final dismissal with prejudice of any appeal from
8 the Judgment; or (iii) if there are no objectors and no plaintiffs in intervention at the time the Court
9 grants final approval of the settlement and enters the Judgment, the date the Court grants final
10 approval and enters Judgment. Any proceeding or order, or any appeal or petition for a writ
11 pertaining solely to Class Counsel’s application for or award of attorneys’ fees shall not, by itself,
12 in any way delay or preclude the Judgment from becoming Final.

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

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

16 23. “Gross Settlement Amount” means \$198,000.00 (One Hundred Ninety-Eight
17 Thousand Dollars with Zero Cents), which is the total amount Defendant agrees to pay under the
18 Settlement. Defendant will not under any circumstances pay more than the Gross Settlement
19 Amount. (For avoidance of doubt, this section does not invalidate Paragraph 55, which requires
20 Defendant to pay employer payroll taxes owed on the Wage Portion of the Individual Class Payments
21 separate and apart from the Gross Settlement Amount.)

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

25 25. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25%
26 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the
27 Aggrieved Employee during the PAGA Period.

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

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

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

29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

30. “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.

31. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on September 23, 2024.

32. “PAGA Pay Periods” mean the total number of workweeks that each class member worked during the PAGA Period.

33. “PAGA Period” means the period from April 12, 2023, through the date of the Preliminary Approval Order.

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

35. “PAGA Notice” means Plaintiff’s April 12, 2024 letter to the LWDA (LWDA Case No. LWDA-CM-1021974-24) and to Defendant, in which Plaintiff provides notice pursuant to Labor Code section 2699.3, subd. (a).

36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$10,000.00 (Ten Thousand Dollars and Zero Cents), which will be allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) to settle Plaintiff’s claim for PAGA penalties.

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

38. “Preliminary Approval Order” means the judicial Order to be entered by the Court,

upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of notice of the Settlement to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a Final Approval Hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs' motion for preliminary approval. Defendant will be provided with a reasonable opportunity to review and comment upon the motion before it is filed.

39. "Released Class Claims" means the class claims being released on the Release Effective Date and as described in Paragraph 72 below.

40. "Released PAGA Claims" means the PAGA claims being released on the Release Effective Date as described in Paragraph 73 below.

41. "Released Parties" means: Defendant and all of Defendant's former and present officers, directors, employees, and agents.

42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

43. "Response Deadline" means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class portion of the Settlement, or (b) mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

45. "Workweeks" shall mean the total number of workweeks that each Class Member worked during the Class Period.

B. RECITALS.

47. On April 12, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and For All Hours

1 Worked; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period
2 Violations; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation
3 of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required
4 under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary Business Expenses; and
5 (11) Violation of Business & Professions Code § 17200 *et seq.* On April 12, 2024, and pursuant to
6 Labor Code § 2699.3, subd. (a), Plaintiff gave timely notice to the LWDA and Defendant that
7 Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1021974-24).
8 On September 23, 2024, after the 65-day statutory period passed, Plaintiff filed her First Amended
9 Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor Code §
10 2698.

11 48. Defendant denies the allegations in the Operative Complaint, denies any failure to
12 comply with the laws identified in the Operative Complaint, denies any and all liability for the causes
13 of action alleged, and contends that the Action is not suitable for class certification.

14 49. On February 27, 2025, the Parties participated in a mediation with respected wage and
15 hour mediator Kelly Knight and, shortly after the mediation, were able to reach an agreement on
16 general settlement terms.

17 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
18 facts of, and applicable law to, the Action, including speaking to current and former employees of
19 Defendant regarding Defendant's employment policies and practices. Plaintiff's counsel provided
20 Defendant's counsel with a comprehensive listing of informal discovery items required to
21 constructively mediate. Defendant responded by producing timekeeping and corresponding payroll
22 records for all 241 putative class members covering the period of April 12, 2020 through December
23 13, 2024. Prior to mediation, Plaintiff therefore obtained and analyzed the production of time and
24 payroll data for Class Members and the necessary policy documents through informal discovery to
25 properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement
26 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth
27 in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
28 *Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

1 51. The Court has not granted class certification and the parties are stipulating to
2 conditional class certification for Settlement purposes only. This stipulation to certification is in no
3 way an admission that class action certification is proper and shall not be admissible in this Action
4 except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court
5 fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement
6 shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this
7 Action in connection with, the issue of whether certification would be appropriate in a non-
8 settlement context. Defendant expressly reserves its rights and declares that it would continue to
9 oppose class certification and the substantive merits of the case should the Court fail to issue Final
10 Approval. Plaintiff expressly reserve her rights and declares that she will continue to pursue class
11 certification and a trial should the Court fail to issue Final Approval.

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

15 53. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
16 be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall
17 be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or
18 liability on the claims or allegations in the Action.

19 54. The Parties agreed to a version of this Settlement Agreement that was fully executed
20 as of April 18, 2025. Since the Agreement's execution, the Parties have made mutually-agreeable
21 revisions to the Settlement Agreement. Pursuant to Paragraph 106 of this Agreement, the Parties
22 acknowledge and agree that, once this version of the Settlement Agreement has been fully executed,
23 the prior version of the Settlement Agreement will be revoked and will have no further force and
24 effect. Upon its full execution, this Settlement Agreement will be the operative Settlement
25 Agreement. In the event this Agreement is not fully executed, the prior Agreement will remain in
26 effect.

27 C. **MONETARY TERMS.**

28 55. Gross Settlement Amount. Except as otherwise provided by Paragraph 88 below,

1 Defendant will pay \$198,000.00 (One Hundred Ninety-Eight Thousand Dollars with Zero Cents) to
2 fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all
3 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
4 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
5 which Defendant will pay separately.

6 56. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund
7 the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share
8 of payroll taxes by transmitting the funds to a Qualified Settlement Fund established by the
9 Administrator no later than fifteen (15) days after the Effective Date. This is a non-reversionary
10 Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion
11 of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely
12 responsible for any employer payroll taxes owed as a result of this Settlement Agreement.

13 57. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
14 Settlement Amount by the deadlines set forth in Paragraph 56 and pursuant to the Administrator's
15 payment timeline, and such failure continues for more than thirty (30) days after written notice from
16 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
17 incur interest at the statutory rate for a judgment for wage under California law. Any such interest
18 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
19 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in
20 Paragraph 56 of this Agreement, absent court order. Any dispute between the Parties as to the
21 meaning and/or application of Paragraph 56 will be submitted to the Court. No interest will accrue
22 during the time that any Paragraph 56 issue is submitted to and is before the Court.

23 58. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
24 this Agreement, the Administrator will make and deduct the following payments from the Gross
25 Settlement Amount in the amounts specified by the Court in the Final Approval.

26 59. To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
27 Representative, Claudia E. Gonzalez, of not more than \$10,000.00 (Ten Thousand Dollars) in
28 addition to any Individual Class Payment and any Individual PAGA Payment the Class

1 Representative is entitled to receive as a Participating Class Member. Defendant will not oppose
2 Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount.
3 As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
4 Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Award. If
5 the Court approves a Class Representative Enhancement Award less than the amount requested, the
6 Administrator will retain the difference in the Net Settlement Amount to be distributed to
7 Participating Class Members. The Administrator will pay the Class Representative Enhancement
8 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
9 owed on the Class Representative Enhancement Award.

- 10 a. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
11 Gross Settlement Amount, that is up to \$66,000.00, and a Class Counsel Litigation
12 Expenses Payment for actual costs, not to exceed \$25,000.00. Defendant will not
13 oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion
14 requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses
15 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
16 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
18 requested, the Administrator will allocate the difference to the Net Settlement
19 Amount for distribution to Participating Class Members. Any Court order awarding
20 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
21 less than the amount sought by Class Counsel shall not be grounds to rescind the
22 Settlement Agreement or otherwise void the Settlement. Released Parties shall have
23 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim
24 to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation
25 Expenses Payment. Except for the Class Counsel Fees Payment and Class Counsel
26 Litigation Expenses Payment, Defendant shall have no further obligation to pay any
27 attorneys' fees, costs, or expenses to Class Counsel. The Administrator will pay the
28 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using

one or more IRS 1099 Forms. Class Counsel assumes 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.

b. To the Administrator: An Administration Costs payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$7,500.00, the Administrator will retain the difference in the Net Settlement Amount to be distributed to Participating Class Members.

c. To Each Participating Class Member: An Individual Class Payment is 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 individual Participating Class Member's Workweeks. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked by all Participating Class Members during the Class Period, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

60. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

61. Effect of Non-Participating Class Members on Calculation of Individual Class

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

4 62. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
5 \$10,000.00 (Ten Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
6 (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual
7 PAGA Payments. Aggrieved Employees cannot request exclusion. Class Counsel shall give proper
8 notice to the LWDA of the Settlement.

9 a. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
10 amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$2,500.00 by
11 the total number of PAGA Pay Periods worked by all Aggrieved Employees during
12 the PAGA Period, and (b) multiplying the result by each individual Aggrieved
13 Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility
14 and liability for any taxes owed on their Individual PAGA Payment.

15 b. If the Court approves PAGA Penalties of less than the amount requested, the
16 Administrator will allocate the difference to the Net Settlement Amount to be
17 distributed to Participating Class Members. The Administrator will report the
18 Individual PAGA Payments on IRS 1099 Forms.

19 **D. SETTLEMENT FUNDING AND PAYMENTS.**

20 63. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data
21 gathered through mediation, it is estimated there were 260 Class Members who collectively worked
22 a total of approximately **22,000** Workweeks from April 13, 2020 through the date of mediation, and
23 153 Aggrieved Employees who worked a total of 4,692 PAGA Pay Periods from April 12, 2023
24 through the date of mediation.

25 64. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval
26 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
27 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
28 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and

1 for no other purpose, and restrict access to the Class Data to Administrator employees who need
2 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing
3 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
4 identifying information and to provide corrected or updated Class Data as soon as reasonably
5 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
6 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
7 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8 65. Payments from the Gross Settlement Amount. The Administrator shall send monies to
9 be distributed to Participating Class Members (i.e., the Net Settlement Amount) and Aggrieved
10 Employees within 10 (ten) days following the receipt of the Gross Settlement Amount by the
11 Administrator from Defendants.

12 66. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
14 of each check shall prominently state the date (180 days after the date of mailing) when the check
15 will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date.
16 The Administrator will send checks for Individual Settlement Payments to all Participating Class
17 Members (including those for whom the Class Notice was returned undelivered). The Administrator
18 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
19 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
20 Notice was returned undelivered). If a Class Member is both a Participating Class Member and an
21 Aggrieved Employee, the Administrator may send one check that includes the Individual Settlement
22 Payment and Individual PAGA Payment.

23 67. The Administrator must conduct a Class Member Address Search for all Class
24 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address Search.
27 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
28 checks are returned as undelivered.

68. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

69. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Participating Class Members whose uncashed settlement checks are provided to the California State Controller's Office shall be subject to the terms of the Judgment.

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

E. RELEASES OF CLAIMS.

On the Release Effective Date, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

71. Plaintiff's Release. Plaintiff does hereby, for herself and her spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment (the "Plaintiff's Claims").

a. Without limiting the generality of the foregoing, this general release by Plaintiff

includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 U.S.C. sec. 1981, 42 U.S.C. sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, and any penalties, including statutory or civil penalties, related to any or all of the foregoing.

- b. Plaintiff expressly waives and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and

acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Plaintiff acknowledges and agrees that this knowing and voluntary waiver is an essential and material term of this Settlement Agreement, and the Settlement Agreement would not have been entered into without such a waiver.

- c. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that she does not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiff's claims. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.
- d. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any Aggrieved Employee's claim for wages or damages (though such claims may be released through this Settlement by Participating Class Members).

72. Release by Participating Class Members: All Participating Class Members, on behalf

1 of themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, release the Released Parties from those claims set forth and
3 those based solely upon the facts alleged in the Operative Complaint that arose during the Class
4 Period, including all statutes on which those claims are based in the Operative Complaint, including
5 claims for: (1) failure to pay for all hours worked/compensation due for services, wages, minimum
6 wages, overtime, premium payments, reporting time pay; (2) meal period and rest period liability
7 (including any failure to pay meal or rest period penalties); (3) failure to provide payment of wages
8 during employment and payment of wages at termination; (4) failure to maintain and provide
9 accurate and complete records and failure to provide wage statements; (4) failure to reimburse for
10 necessary business expenses; (5) failure to provide sick pay, COVID-19 sick pay, California sick
11 pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which
12 are based on the facts alleged in the Action; (6) restitution related to any or all of the foregoing,
13 which are based on the facts alleged in the Action; (7) and any penalties, including statutory or civil
14 penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to:
15 California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2,
16 226.3, 226.4, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 351, 353, 354, 432.5, 510, 511, 512, 551,
17 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5,
18 1199, 1198.5, 1199, 2802, and 2810.5; the Fair Labor Standards Act; California Business &
19 Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California
20 Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”).
21 The Released Class Claims apply to claims arising during the Class Period. Except as set forth in
22 Paragraph 73 of this Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
25 based on facts occurring outside the Class Period.

26 73. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
27 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
28 themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based solely on the facts stated in the Operative Complaint, the PAGA Notice, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, *et seq.*, 2926, and 2927; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based solely on the facts alleged in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

74. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released PAGA Claims released through this Settlement.

F. MOTION FOR PRELIMINARY APPROVAL.

75. Plaintiff’s Motion for Preliminary Approval. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

76. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with

1 or after the Motion for Preliminary Approval documents.

2 77. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
3 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
4 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
5 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
6 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
7 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
8 and attesting to its willingness to serve; competency; operative procedures for protecting the security
9 of Class 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 Plaintiff, Class Counsel or Defense
12 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
13 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
14 the Administrator; (vi) a signed declaration from 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 Complaint
17 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
18 and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the
19 Administrator; and (vii) any other documents required by the Court. In their declarations, Plaintiff
20 and Class Counsel shall aver that they are not aware of any other pending matter or action asserting
21 claims that will be extinguished or adversely affected by the Settlement. Class Counsel will provide
22 Defendant's Counsel with a draft of the preliminary approval motion at least four (4) business days
23 prior to filing so that Defendant's counsel may provide any comments prior to filing.

24 78. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
25 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
26 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
27 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
28 ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

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

G. SETTLEMENT ADMINISTRATION.

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

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

82. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under U.S. Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

83. Notice to Class Members. No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

- 1 a. Using best efforts to perform as soon as possible, and in no event later than 14
2 (fourteen) days after receiving the Class Data, the Administrator will send to all Class
3 Members identified in the Class Data, via first-class United States Postal Service
4 (“USPS”) mail, the Class Notice (including a Spanish translation if the Parties deem
5 it necessary) substantially in the form attached to this Agreement as **Exhibit A**. The
6 first page of the Class Notice shall prominently estimate the dollar amounts of any
7 Individual Class Payment and/or Individual PAGA Payment payable to the Class
8 Member, and the number of Workweeks and PAGA Pay Periods used to calculate
9 these amounts.
- 10 b. Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered because the address of the recipient is
12 no longer valid, *i.e.*, the envelope is marked “Return to Sender, the Administrator
13 shall re-mail the Class Notice using any forwarding address provided by the USPS.
14 If the USPS does not provide a forwarding address, the Administrator shall conduct
15 a Class Member Address Search, and re-mail the Class Notice to the most current
16 address obtained. If the Administrator takes steps to search for an updated address,
17 but is unable to find one, or any mailing to any updated address is returned as
18 undeliverable a second time, then the notice will be deemed delivered to the Class
19 Member. The Administrator has no obligation to make further attempts to locate or
20 send Class Notice to Class Members whose Class Notice is returned by the USPS a
21 second time.
- 22 c. The deadlines for Class Members’ written objections, challenges to Workweeks
23 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
24 fourteen days (14) days beyond the forty-five (45) days otherwise provided in the
25 Class Notice for all Class Members whose notice is re-mailed. The Administrator
26 will inform the Class Member of the extended deadline with the re-mailed Class
27 Notice.
- 28 d. If the Administrator, Defense Counsel, Defendant, or Class Counsel is contacted by

1 or otherwise discovers any persons who believe they should have been included in
2 the Class Data and should have received Class Notice, the Parties will expeditiously
3 meet and confer in person or by telephone, and in good faith in an effort to agree on
4 whether to include them as Class Members. If the Parties agree, such persons will be
5 Class Members entitled to the same rights as other Class Members, and the
6 Administrator will send, via email or overnight delivery, a Class Notice requiring
7 them to exercise options under this Agreement not later than 14 (fourteen) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 84. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves
10 (opt-out of) the Class portion of the Settlement must send the Administrator, by mail a signed written
11 Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class
12 Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed)
13 using a Request for Exclusion form that is mutually agreed upon by the Parties and that is attached
14 to this Agreement as Exhibit B. To be valid, a Request for Exclusion must be timely postmarked by
15 the Response Deadline.

16 a. The Administrator shall accept any Request for Exclusion as valid if the
17 Administrator can reasonably ascertain the identity of the person as a Class Member
18 and the Class Member's desire to be excluded. The Administrator's determination
19 shall be final and not appealable or otherwise susceptible to challenge. If the
20 Administrator has reason to question the authenticity of a Request for Exclusion, the
21 Administrator may demand additional proof of the Class Member's identity. The
22 Administrator's determination of authenticity shall be final and not appealable or
23 otherwise susceptible to challenge.

24 b. Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all
26 benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' releases under Paragraphs 72 and 73 of this Agreement,
28 regardless of whether the Participating Class Member actually receives the Class

1 Notice or objects to the Settlement.

- 2 c. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
3 Participating Class Member and shall not receive an Individual Class Payment or
4 have the right to object to the class action components of the Settlement. Because
5 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
6 Participating Class Members who are Aggrieved Employees are deemed to release
7 the Released PAGA Claims identified in Paragraph 73 of this Agreement and are
8 eligible for an Individual PAGA Payment.

9 85. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-
10 five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
11 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
12 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
13 the allocation by communicating with the Administrator via mail and by submitting supporting
14 documentation. In the absence of any contrary documentation, and so long as they are consistent
15 with the Class Data, the Administrator will presume that the Workweeks and PAGA Pay Periods
16 contained in the Class Notice are correct. The Administrator's determination of each Class
17 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or
18 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
19 challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class
20 Counsel. The Parties and the Administrator will meet and confer in good faith to determine the
21 Class Member's actual number of Workweeks or PAGA Pay Periods. The Administrator has the
22 authority to address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
24 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

25 86. Objections to Settlement. Only Participating Class Members may object to the class
26 action components of the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
28 Expenses Payment and/or Class Representative Enhancement Award.

- 1 a. Participating Class Members may send written objections to the Administrator by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney at their own expense to appear in Court) to present verbal objections at the
4 Final Approval Hearing. A Participating Class Member who elects to send a written
5 objection to the Administrator must do so not later than 45 (forty-five) days after the
6 Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for
7 Class Members whose Class Notice was re-mailed).
- 8 b. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.
- 10 87. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.
- 12 a. Website, Email Address and Toll-Free Number. The Administrator will establish,
13 maintain and use an internet website to post information of interest to Class Members
14 including the date, time, and location for the Final Approval Hearing and copies of
15 the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
16 Notice, Motion for Final Approval, motion for Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and Class Representative Enhancement
18 Award, the Final Approval, and the Judgment. The Administrator will also maintain
19 and monitor a toll-free telephone number to receive Class Member calls.
- 20 b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
22 Not later than five (5) days after the expiration of the deadline for submitting
23 Requests for Exclusion, the Administrator shall email a list to Defense Counsel
24 containing (a) the names and other identifying information of Class Members who
25 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names
26 and other identifying information of Class Members who have submitted invalid
27 Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether
28 valid or invalid).

- 1 c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
2 to Class Counsel and Defense Counsel that, among other things, tally the number of:
3 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
4 Exclusion (whether valid or invalid) received, objections received, challenges to
5 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed
6 for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
7 The Weekly Reports must include the Administrator’s assessment of the validity of
8 Requests for Exclusion.
- 9 d. Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
10 which Plaintiff is required to file the Motion for Final Approval, the Administrator
11 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for
12 filing in Court attesting to its due diligence and compliance with all of its obligations
13 under this Agreement, including, but not limited to, its mailing of Class Notice, the
14 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
15 locate Class Members, the total number of Requests for Exclusion it received (both
16 valid or invalid), the number of written objections and attach the Exclusion List. The
17 Administrator will supplement its declaration as needed or requested by the Parties
18 and/or the Court. Class Counsel is responsible for filing the Administrator’s
19 declaration(s) in Court.
- 20 e. Final Report by Administrator. Within 10 (ten) days after the Administrator disburses
21 all funds in the Gross Settlement Amount, the Administrator will provide Class
22 Counsel and Defense Counsel with a final report detailing its disbursements by
23 employee identification number only of all payments made under this Agreement. At
24 least 15 (fifteen) days before any deadline set by the Court, the Administrator will
25 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
26 suitable for filing in Court attesting to its disbursement of all payments required under
27 this Agreement. Class Counsel is responsible for filing the Administrator's
28 declaration in Court.

1 **H. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

2 88. Based on data gathered through the February 27, 2025 mediation, it is estimated that
3 there are 260 Class Members who collectively worked a total of **22,000** Workweeks from April 13,
4 2020, through the date of mediation. If it is determined that the total number of Workweeks worked
5 by Participating Class Members within the Class Period is greater than **24,200** (i.e. more than a 10%
6 increase from 22,000 workweeks), the Gross Settlement Amount will be increased by the same
7 number of percentage points above 10% by which the actual number of Workweeks exceeds 24,200.
8 Alternatively, Defendant may elect to shorten the Class Period to stay within 24,200 Workweeks. If
9 this provision is triggered and Defendant elects to increase the Gross Settlement Amount, the Parties
10 agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase
11 proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement
12 Amount after the upward adjustment required by this provision is implemented.

13 **I. DEFENDANT'S RIGHT TO WITHDRAW.**

14 89. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
15 five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, to elect to
16 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall
17 be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further
18 obligation to perform under this Agreement; provided, however, Defendant will remain responsible
19 for paying all Administration Costs incurred to that point. Defendant must notify Class Counsel and
20 the Court of its election to withdraw not later than twenty (20) days after the Administrator sends
21 the final Exclusion List to Defense Counsel; late exclusions will have no effect.

22 **J. MOTION FOR FINAL APPROVAL.**

23 90. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing,
24 unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of
25 the Settlement that includes a request for approval of the PAGA portion of the settlement under
26 Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment
27 (collectively "Motion for Final Approval").

28 91. 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

1 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
2 the Court.

3 92. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of release
5 to be granted by Class Members), the Parties will expeditiously work together in good faith to
6 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
7 Court's decision to award less than the amounts requested for the Class Representative Enhancement
8 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
9 Administration Costs shall not constitute a material modification to the Agreement within the
10 meaning of this paragraph.

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

15 94. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
18 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right
19 to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
20 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
21 The waiver of appeal does not include any waiver of Plaintiff's and/or Class Counsel's right to
22 appeal a reduction of the amounts requested for the Class Representative Enhancement Award, Class
23 Counsel Fees Payment, and/or Class Counsel Litigation Expenses.

24 95. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted by
27 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
28 work together in good faith to address the appellate court's concerns and to obtain Final Approval

1 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
2 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
3 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
4 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
5 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

6 **K. AMENDED JUDGMENT.**

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

9 **L. ADDITIONAL PROVISIONS.**

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

23 98. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
25 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
26 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
27 specifically or generally, to any person, corporation, association, government agency, or other entity
28 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep

1 this Agreement confidential, or within the organization as necessary to complete the review and
2 execution of the Agreement; (2) counsel in a related matter; (3) to the extent necessary to report
3 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
4 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
5 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
6 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
7 directly or indirectly, initiate any conversation or other communication, before the filing of the
8 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
9 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
10 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
11 accordance with Class Counsel’s ethical obligations owed to Class Members. After the Final
12 Approval Date, Class Counsel and the Plaintiff agree that they will not discuss the Settlement with
13 the media, any settlement and verdict reporting service, any social media postings or other Internet
14 postings.

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

20 100. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties relating
22 to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 101. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
27 terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

1 102. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Agreement, submitting supplemental evidence and supplementing points and authorities as
4 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
5 document necessary to implement the Settlement, or on any modification of the Agreement that may
6 become necessary to implement the Settlement, the Parties will seek the assistance of mediator Kelly
7 Knight for resolution.

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

12 104. No Tax Advice. Class Counsel and Defendant make no representations as to the tax
13 treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the Class
14 Members are not relying on any statement or representation by Class Counsel or Defendant in this
15 regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree
16 that they will be solely responsible for the payment of any taxes and penalties assessed on their
17 respective Individual Class Payments and Individual PAGA Payments, described herein. Forms
18 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the “Code”)
19 and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
20 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
21 may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs,
22 Participating Class Members, and Aggrieved Employees understand and agree that they will be
23 solely responsible for the payment of any taxes and penalties assessed on their respective payments
24 described herein.

25 105. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO
27 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
28 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
2 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
3 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
5 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
6 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
7 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
8 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
9 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
10 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
11 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
12 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
13 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
14 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
15 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
16 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
17 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
18 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
19 CONTEMPLATED BY THIS AGREEMENT.

20 106. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all Parties or their
22 representatives, and approved by the Court.

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

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

28 109. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

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

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

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

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendant:

MUNGER, TOLLES & OLSON LLP
David W. Moreshead
david.moreshead@mto.com
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

114. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 115. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
6 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
7 that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to
8 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire
9 period of this settlement process.

10 116. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
11 Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
12 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
14 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
15 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
16 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
17 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
18 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
19 rather than the destructions, of Class Data.

20 117. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
22 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
23 and enforceable.

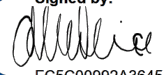
24 118. Severability. In the event that one or more of the provisions contained in this
25 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
26 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
27 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
28

Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

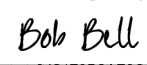
By the Parties:

DATED: 5/20/2025

Signed by:

FC5C00002A36453...

Plaintiff Claudia E. Gonzalez

DATED: 5/20/2025

DocuSigned by:

042179B2AF0C4C5...

Defendant The Annenberg Foundation Trust at Sunnylands

By: Robert Bell
Position: Chief Administrative Officer

Approved by counsel:

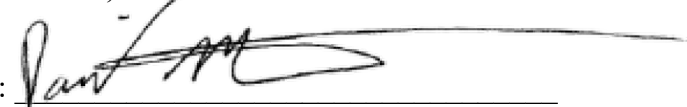
DATED: May 20, 2025

D.LAW, INC.

By: 
David Yeremian
Alvin Lindsay
Enoch Kim
Marta Manus
Counsel for Plaintiff Claudia E. Gonzalez

DATED: May 20, 2025

MUNGER, TOLLES & OLSON LLP

By: 
David W. Moreshead
Attorneys for Defendant, The Annenberg Foundation
Trust at Sunnylands