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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RAJA S. KAKISH, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

JWILLIAMS STAFFING, INC., a California
corporation; JOANNE WILLIAMS, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2404156

[Assigned for all purposes to Honorable
Harold W. Hopp in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: July 19, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
2 between plaintiff Raja S. Kakish ("Plaintiff") and defendant JWilliams Staffing, Inc.
3 ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or
4 individually as "Party."

5 **1. DEFINITIONS**

6 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against
7 Defendants, captioned *Raja S. Kakish v. JWilliams Staffing, Inc.*, et al., Case No. CVRI2404156,
8 initiated on July 19, 2024, and pending in Superior Court of the State of California, County of
9 Riverside.

10 1.2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator's "not to exceed" bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. "Aggrieved Employee" means a person employed by Defendant in California and
17 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
18 Period.

19 1.5. "Class" means all non-exempt, hourly-paid individuals that worked for Defendant and
20 were assigned to Defendant's client, JWilliams Staffing, Inc., during the Class Period.

21 1.6. "Class Counsel" means David D. Bibiyan, Vedang J. Patel, and Sarah Cohen of Bibiyan
22 Law Group, P.C.

23 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean
24 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. "Class Data" means Class Member identifying information in Defendant's custody,
27 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)
28 last known telephone number(s); (4) last known Social Security Number(s); and (5) Workweek

counts.

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

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

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

1.12. "Class Period" means the period from April 19, 2020 through April 27, 2025.

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

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

1.15. "Court" means the Superior Court of California, County of Riverside.

1.16. "Defendant" means named defendant JWilliams Staffing, Inc.

1.17. "Defense Counsel" means Avi Attal of CDF Labor Law, 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 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
2 of the Settlement.

3 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
4 Approval.

5 1.22. "Gross Settlement Amount" means \$1,500,000.00 (One Million Five Hundred Thousand
6 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,
7 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
8 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
9 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
10 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
11 Administrator's Expenses.

12 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
13 Net Settlement Amount calculated according to the number of Workweeks worked during the
14 Class Period.

15 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
16 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
17 Period.

18 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

19 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
20 entitled, under Labor Code section 2699, subd. (i).

21 1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
22 under Labor Code section 2699, subd. (i).

23 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
24 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
25 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
26 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
27 paid to Participating Class Members as Individual Class Payments.

28 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. "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 the paystubs issued to the Aggrieved Employee for work performed, or as otherwise demonstrated by reliable documentation.

1.31. "PAGA Period" means the period from July 19, 2023 through the end of the Class Period.

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

1.33. "PAGA Action" means the Plaintiff's lawsuit alleging PAGA violations against Defendants, captioned *Raja S. Kakish v. JWilliams Staffing, Inc.*, et al., Case No. CVRI2406769, pending in Superior Court of the State of California, County of Riverside.

1.34. "PAGA Notice" means plaintiff's amended notice letter dated July 19, 2024 to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. "PAGA Period Pay Periods" means the total PAGA Pay Periods of all Aggrieved Employees during the PAGA Period.

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.

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

1.38. "Plaintiff" means Raja S. Kakish, the named plaintiff in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.43. "Released Parties" means: Defendant, JoAnne Williams, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, legal representatives, and client companies (however the releases extended to any client companies are limited to those times when a Class Member was staffed by Defendant as such client).

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

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

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

1.47. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on the paystubs issued to the Class Member for work performed, or as otherwise demonstrated by reliable documentation.

2. RECITALS

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

2.2. On December 9, 2024, Plaintiff filed the PAGA Action seeking civil penalties under PAGA for violations of various Labor Code sections.

2.3. The Parties agreed to attend mediation. Prior to mediation Plaintiff obtained, through

informal discovery: (a) time and payroll records for approximately 10% of Class Members through mediation; (b) data points for class size, workweeks, pay periods, and terminated employees; and (c) relevant wage and hour policy documents.

2.4. On May 21, 2025, the Parties participated in mediation presided over by Will Klatte, Esquire. While the parties were unable to reach settlement on that date, through negotiations, the Parties were able to reach the Settlement.

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

2.6. The Court has not granted class certification.

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

2.8. As part of the Settlement, the Parties agree to filing an amended complaint in the Action to include all PAGA claims from the PAGA Action, thereby effectively consolidating the two actions.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$1,500,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court

in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$525,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's 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

1 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
2 or controversy regarding any division or sharing of any of these Payments. There will
3 be no additional charge of any kind to either the Settlement Class Members or request
4 for additional consideration from Defendant for such work unless, Defendant materially
5 breach this Agreement, including any term regarding funding, and further efforts are
6 necessary from Class Counsel to remedy said breach, including, without limitation,
7 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
8 and/or litigation costs and expenses in amounts that are less than the amounts provided
9 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

10 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
11 \$27,500.00 except for a showing of good cause and as approved by the Court. To the
12 extent the Administration Expenses are less or the Court approves payment less than
13 \$27,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

14 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
15 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
16 by all Participating Class Members during the Class Period and (b) multiplying the result
17 by each Participating Class Member's Workweeks.

18 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating
19 Class Member's Individual Class Payment will be allocated to settlement of
20 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
21 withholding and will be reported on an IRS W-2 Form. The remaining 85% of
22 each Participating Class Member's Individual Class Payment will be allocated
23 to settlement of claims for interest and penalties (the "Non-Wage Portion"). The
24 Non-Wage Portions are not subject to wage withholdings and will be reported
25 on IRS 1099 Forms. Participating Class Members assume full responsibility
26 and liability for any employee taxes owed on their Individual Class Payment.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any

Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$150,000.00 to be paid from the Gross Settlement Amount, with 65% (\$97,500.00) allocated to the LWDA PAGA Payment and 35% (\$52,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% (\$52,500.00) share of PAGA Penalties by the total number of PAGA Period Pay Periods and (b) multiplying the result by each Aggrieved Employee's total PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 4,138 Class Members who collectively worked a total of 73,146 Workweeks.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class

1 Data omitted class member identifying information and to provide corrected or updated Class
2 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
3 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
4 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
5 omitted Class Data.

6 4.3. Class Data Workweek Count. At the time the Class Data is transmitted to the
7 Administrator, Defendant will also provide a declaration attesting to the Workweek count and
8 the basis therefore. This declaration shall be provided to Class Counsel.

9 4.4. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
10 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
11 transmitting the funds to the Administrator no later than 7 days after the Effective Date.

12 4.5. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
13 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
14 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
15 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
16 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
17 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
18 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
19 Payments.

20 4.5.1. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First Class U.S.
22 Mail, postage prepaid. The face of each check shall prominently state the date (not less
23 than 180 days after the date of mailing) when the check will be voided. The
24 Administrator will cancel all checks not cashed by the void date. The Administrator
25 will send checks for Individual Settlement Payments to all Participating Class Members
26 (including those for whom Class Notice was returned undelivered). The Administrator
27 will send checks for Individual PAGA Payments to all Aggrieved Employees including
28 Non-Participating Class Members who qualify as Aggrieved Employees (including

those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.5.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work.

4.5.4. 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 or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

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

5.1. Plaintiff's Release. Plaintiff, on behalf of himself and on behalf of his current, former,

1 and future heirs, executors, administrators, attorneys, agents, and assigns, shall release the
2 Released Parties from any and all claims, demands, rights, liabilities, and causes of action, known
3 or unknown, suspected or unsuspected, from the beginning of time to the date of execution of the
4 long form settlement agreement, including without limitation, that were alleged in the Actions or
5 reasonably could have been alleged based on the facts and legal theories contained in the
6 operative complaints, including but not limited to, all of the following claims for relief: Failure
7 to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods,
8 Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Wages, Failure to Provide
9 Accurate Itemized Wage Statements, Failure to Timely Pay Wages at Separation of Employment,
10 Failure to Reimburse Necessary Business Expenses, and for Violation of Business and
11 Professions Code Sections 17200, *et seq.* Plaintiff agrees to be bound by a Civil Code Section
12 1542 release and waiver of all claims known and unknown, without exception, except as may be
13 prohibited by law. This specifically excludes claims for unemployment insurance, disability,
14 social security, and workers' compensation (except for claims pursuant to California Labor Code
15 Section 132a and 4553).

16 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
19 which reads:

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

24 5.2. Release by Participating Class Members: For the duration of the Class Period, all
25 Participating Class Members, on behalf of themselves and on behalf of their current, former, and
26 future heirs, executors, administrators, attorneys, agents, and assigns, shall release the Released
27 Parties from any and all claims, demands, rights, liabilities, and causes of action that were alleged
28 in the Actions or reasonably could have been alleged based on the facts and legal theories

1 contained in the operative complaint, including, but not limited to, all of the following claims for
2 relief: Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal
3 Periods, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Wages, Failure to
4 Provide Accurate, Itemized Wage Statements, Failure to Timely Pay Wages at Separation of
5 Employment, Failure to Reimburse Necessary Business Expenses, and for Violation of Business
6 and Professions Code Sections 17200, *et seq.*

7 5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
8 release any other claims, including claims for vested benefits, wrongful termination, violation of
9 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
10 workers' compensation, or claims based on facts occurring outside the Class Period.

11 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, the Aggrieved
12 Employees, on behalf of themselves and their current, former, and future heirs, executors,
13 administrators, attorneys, agents, and assigns, shall release the Released Parties from any and all
14 claims, demands, rights, liabilities, and causes of action that were or reasonably could have been
15 asserted in the operative complaint and the PAGA Notice, including all claims for PAGA civil
16 penalties, interest, fees or costs. Aggrieved Employees may not opt out or object to the foregoing
17 PAGA release.

18 **6. MOTION FOR PRELIMINARY APPROVAL**

19 Class Counsel shall prepare and file a motion for preliminary approval ("Motion for
20 Preliminary Approval") that complies with the Court's current checklist for Preliminary
21 Approvals.

22 6.1. Defendant's Declaration in Support of Preliminary Approval. Should Defendant and/or
23 Defense Counsel believe or learn of any actual or potential conflict of interest with the
24 Administrator and Cy Pres Recipient, then Defendant or Defense Counsel will, within 7 days of
25 full execution of this Agreement, prepare and deliver to Class Counsel a signed declaration
26 identifying and disclosing all facts relevant to any actual or potential conflict of interest. .

27 6.2. Plaintiff's Responsibilities. Class Counsel will prepare and deliver to Defense Counsel
28 at least 5 court days before filing all documents necessary for obtaining Preliminary Approval,

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

18 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
19 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
20 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
21 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
22 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
23 Administrator.

24 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
26 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
27 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
28 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 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix" or "Administrator") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

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

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

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

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

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

7.4.5. If the Administrator, 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.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days

for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after

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

13 **7.7. Objections to Settlement**

14 7.7.1. Only Participating Class Members may object to the class action components of
15 the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

18 7.7.2. Participating Class Members may send written objections to the Administrator, by
19 mail. In the alternative, Participating Class Members may appear in Court (or hire an
20 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
21 A Participating Class Member who elects to send a written objection to the
22 Administrator must do so not later than 45 days after the Administrator's mailing of the
23 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
24 mailed).

25 7.7.3. Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
2 and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
5 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
6 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
7 the Final Approval and the Judgment. The Administrator will also maintain and monitor
8 an email address and a toll-free telephone number to receive Class Member calls and
9 emails.

10 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
12 Not later than 5 days after the expiration of the deadline for submitting Requests for
13 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing (a) the names and other identifying information of Class Members who have
15 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
16 other identifying information of Class Members who have submitted invalid Requests
17 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
18 (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports to Class Counsel and Defense Counsel that, among other things, tally the number
21 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
22 Exclusion (whether valid or invalid) received, objections received, challenges to
23 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
24 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
25 Weekly Reports must include provide the Administrator’s assessment of the validity of
26 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
27 received.

28 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to

1 address and make final decisions consistent with the terms of this Agreement on all
2 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
3 Administrator's decision shall be final and not appealable or otherwise susceptible to
4 challenge.

5 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
6 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
7 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
8 due diligence and compliance with all of its obligations under this Agreement,
9 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
10 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
11 number of Requests for Exclusion from Settlement it received (both valid or invalid),
12 the number of written objections and attach the Exclusion List. The Administrator will
13 supplement its declaration as needed or requested by the Parties and/or the Court. Class
14 Counsel is responsible for filing the Administrator's declaration(s) in Court.

15 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
16 disburses all funds in the Gross Settlement Amount, the Administrator will provide
17 Class Counsel and Defense Counsel with a final report detailing its disbursements by
18 employee identification number only of all payments made under this Agreement. At
19 least 7 days before any deadline set by the Court, the Administrator will prepare, and
20 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
21 Court attesting to its disbursement of all payments required under this Agreement. Class
22 Counsel is responsible for filing the Administrator's declaration in Court.

23 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

24 Based on its records, Defendant estimates that, as of the date of this Settlement
25 Agreement, (1) there are 4,138 Class Members and 73,146 Total Workweeks during the Class
26 Period and (2) there are 1,500 Aggrieved Employees who worked 31,188 Pay Periods during the
27 PAGA Period. Should the Administrator preliminarily determine, based on the paystub counts
28 provided to the Class Members and Aggrieved Employees for work performed, that the Total

1 Workweeks exceed 80,461, Defendant shall have 30 days to submit any further documentation
2 appropriate to the Administrator to establish a lesser amount. The Administrator will then factor
3 in these additional documents to determine the correct Workweeks.

4 8.1. The Gross Settlement Amount was calculated based on the estimate that Class Members
5 worked a total of 73,146 Workweeks during the Class Period. If the total number of Workweeks
6 during the Class Period increases by more than 10% (i.e. more than 80,461 workweeks), then the
7 Gross Settlement Amount will be increased proportionally by the number of workweeks worked
8 in excess of 10% . For example if the total number of Workweeks is 11% higher than 73,146,
9 then the Gross Settlement Amount shall increase by 1%. If the escalator provision is triggered,
10 the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will
11 increase proportionally such that the total amount of attorneys' fees remains thirty-five percent
12 (35%) of the GSA after the upward adjustment required by this provision is implemented.

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

14 If the number of valid Requests for Exclusion identified in the Exclusion List
15 exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect
16 to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the
17 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
18 Party will have any further obligation to perform under this Agreement; provided,
19 however, Defendant will remain responsible for paying all Settlement Administration
20 Expenses incurred to that point. Defendant must notify Class Counsel and the Court of
21 its election to withdraw not later than 7 days after the Administrator sends the final
22 Exclusion List to Defense Counsel; late elections will have no effect
23

24 **10. MOTION FOR FINAL APPROVAL**

25 Prior to the calendared Final Approval Hearing, Class Counsel will file in Court, a motion
26 for final approval of the Settlement that includes a request for approval of the PAGA settlement
27 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
28 Judgment (collectively "Motion for Final Approval"). Class Counsel shall provide drafts of these

documents to Defense Counsel at least 10 days 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.

10.1. 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.

10.2. 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 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph. Similarly, the Court's decision to increase the allocation for the PAGA Penalties shall not constitute a material modification to the Agreement.

10.3. 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.

10.4. 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.

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

11. 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.

12. ADDITIONAL PROVISIONS

12.1. 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 have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 reserve the right to contest certification of any class for any reasons, and Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any

1 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
2 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
3 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
4 and this Agreement).

5 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
6 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
7 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
8 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
9 or indirectly, specifically or generally, to any person, corporation, association, government
10 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
11 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
12 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
13 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
14 government agency. Each Party agrees to immediately notify each other Party of any judicial or
15 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
16 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
17 other communication, before the filing of the Motion for Preliminary Approval, any with third
18 party regarding this Agreement or the matters giving rise to this Agreement except to respond
19 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
20 Counsel's communications with Class Members in accordance with Class Counsel's ethical
21 obligations owed to Class Members.

22 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
23 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
24 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
25 ability to communicate with Class Members in accordance with Class Counsel's ethical
26 obligations owed to Class Members.

27 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 together with its attached exhibits shall constitute the entire agreement between the Parties

1 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
2 inducements made to or by any Party.

3 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
12 or content of any document necessary to implement the Settlement, or on any modification of the
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the
14 assistance of a mediator and/or the Court for resolution.

15 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
22 Part 10, as amended) or otherwise.

23 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed or agreed to by all
25 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
26 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
27 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
28 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on

1 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
2 the use of signatures previously provided by the Parties.

3 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
4 the benefit of, the successors of each of the Parties.

5 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
6 governed by and interpreted according to the internal laws of the state of California, without
7 regard to conflict of law principles.

8 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
9 this Agreement. This Agreement will not be construed against any Party on the basis that the
10 Party was the drafter or participated in the drafting

11 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
12 during Action and in this Agreement relating to the confidentiality of information shall survive
13 the execution of this Agreement

14 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
15 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
16 in connection with the mediation, other settlement negotiations, or in connection with the
17 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
18 be used in any way that violates any existing contractual agreement, statute, or rule of court.

19 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this Agreement.

21 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
27 be accepted as an original. All executed counterparts and each of them will be deemed to be one
28 and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, 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:

Raja S. Kakish

05/13/2026

Plaintiff, Raja S. Kakish

For Defendant, JWilliams Staffing, Inc.

AGREED AS TO FORM ONLY:

Vedang J. Patel

5/14/2026

David D. Bibbayan
Vedang J. Patel
Counsel for Plaintiff

Avi Attal
Counsel for Defendants

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, 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:

Plaintiff, Raja S. Kakish

DocuSigned by:

JoAnne Williams

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JoAnne Williams

For Defendant, JWilliams Staffing, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Avi Attal

Avi Attal
Counsel for Defendants

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Kakish v. JWilliams Staffing, Inc., et al..

(County of Riverside, California Superior Court Case No. CVRI2404156)

As a current or former non-exempt, hourly-paid California employee of JWilliams Staffing, Inc. of California you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendants JWilliams Staffing, Inc. and JoAnne Williams (collectively, "Defendants"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. Class Members are all non-exempt, hourly-paid individuals that worked for Defendants in California during the period from April 19, 2020 through April 27, 2025 ("Class Period").

- The settlement is to resolve a class action lawsuit, Kakish v. JWilliams Staffing, Inc., et al., pending in the Superior Court of California for the County of Riverside, Case Number CVRI2404156 (the "Lawsuit"), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code 227.3; and (10) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney's General Act of 2004 ("PAGA") for violations of Labor Code.
- On [REDACTED], the Riverside County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from February 1, 2020 through the end of the Class Period ("PAGA Period") as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Raja S. Kakish was an hourly-paid, non-exempt employee of Defendants. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendants' alleged failure to pay overtime; failure to pay minimum wages; failure to provide meal breaks; failure to provide rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of labor code §227.3; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,500,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$; (2) a service award to Plaintiff in the amount of \$10,000.00 for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$525,000.00; (4) up to \$ in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$150,000 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$, will be paid to the LWDA and thirty-five percent (35%), or \$, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$_____ will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there are no more than 73,146 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 7,315 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 80,461 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,500,000.00) by 73,146, which amounts to a Workweek Value of \$20.52. Thus, for example, should there be 85,000 Workweeks during the Class Period, then the Gross Settlement Amount shall be increased by \$93,027.48 ((85,000 Workweeks – 80,461 Workweeks) x \$20.52 per Workweek).

Distribution to Class Members

Class Members who do not opt out will receive a pro rata payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the 25% PAGA penalties allocated to Aggrieved Employees, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the Legal Aid at Work.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

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

Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were alleged in the Actions or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Wages, Failure to Provide Accurate, Itemized Wage Statements, Failure to Timely Pay Wages at Separation of Employment, Failure to Reimburse Necessary Business Expenses, and for Violation of Business and Professions Code Sections 17200, *et seq* (“Class Released Claims”).

Release of PAGA Claims: For the duration of the PAGA Period, the Aggrieved Employees, on behalf of themselves and their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the operative complaint and the PAGA Notice, including all claims for PAGA civil penalties, interest, fees or costs. Aggrieved Employees may not opt out or object to the foregoing PAGA release (“PAGA Released Claims”).

“Released Parties” means Defendants and each of their former, present and future owners, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, legal representatives, and client companies (however the releases extended to any client companies are limited to those times when a Class Member was staffed by Defendant as such client).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [] at [] a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.riverside.courts.ca.gov/>). You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.riverside.courts.ca.gov/>

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]