

FILED
Superior Court of California
County of Sacramento
07/31/2026
V. Aleman, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

TARA DENISE MICHAEL, an individual, on
her own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

POINT QUEST INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24CV016886

ASSIGNED FOR ALL PURPOSES TO
HON. LAURIE DAMRELL, DEPT. 228B

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES, EXPENSES AND CLASS
REPRESENTATIVE SERVICE PAYMENT**

Complaint Filed: August 26, 2024

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS'
FEES, EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENT**

1
2 On July 31, 2026, a hearing was held on the motion of Plaintiff Tara Denise Michael
3 (“Plaintiff”) for final approval of the class action settlement reached with Defendant Point Quest
4 Inc. (“Defendant”) that was preliminarily approved by the Court on February 20, 2026 (the
5 “Settlement”). The Court having read and considered the papers on the motion, the arguments of
6 counsel, and the law, and good cause appearing therefor, Plaintiff’s motion is hereby GRANTED
7 and IT IS ORDERED that:

8 1. The Court hereby GRANTS final approval of the Settlement. In full settlement of
9 the class claims that were encompassed by this case, Plaintiff and Defendant have agreed to the
10 entry of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement
11 Agreement”), attached hereto as **Exhibit 1**. The Court finds that the terms of the Settlement, are
12 fair, reasonable and adequate under section 382 of the California Code of Civil Procedure, the
13 Settlement was reached as a result of arm’s length negotiations after sufficient investigation and
14 discovery, and that class members were given notice of the Settlement, which advised them of their
15 right to object to the Settlement, in a reasonable manner. The Court further determines that the
16 Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to
17 effectuate the Settlement in accordance with the terms of the Settlement Agreement. In particular,
18 the amount of monies allocated to the Class Members, and the assistance of an experienced
19 mediator in the settlement process, among other factors, support the Court’s conclusion that the
20 Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant,
21 including the Individual Class Payments and Individual PAGA Payments to be paid to Settlement
22 Class Members as provided for by the Settlement Agreement, are fair and reasonable under the
23 facts of this case.

24 2. The Court hereby certifies finally and solely for the purpose of settlement a class
25 consisting of “all individuals who were employed by Defendant in California in the Pediatric
26 Therapy Division (“PEDS”) in a non-exempt, hourly-paid position at any time during the Class
27 Period and who received a “tier stipend” in addition to their hourly base rate of pay at any time
28 from and including November 20, 2021 through February 20, 2026.” The Court finds that the

1 settlement class satisfies the applicable criteria for class certification under section 382 of the
2 California Code of Civil Procedure.

3 3. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as
4 to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the
5 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
6 parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were
7 assisted by an experienced mediator, and confers a significant financial benefit to the Class
8 commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of
9 continued litigation. The Court further finds that the Settlement Agreement is consistent with
10 public policy, and fully complies with all applicable provisions of law, including the provisions of
11 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The
12 nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement,
13 the allocation of settlement proceeds among the Class Members and the fact that a settlement
14 represents a compromise of the Parties' respective positions rather than the result of a finding of
15 liability at trial, all support the Court's decision granting final approval. The following factors also
16 support the decision granting final approval: the risk, expense, complexity and likely duration of
17 further litigation; the risk of attaining and maintaining class action status throughout the
18 proceedings; and the extent of discovery completed and the stage of the proceedings.

19 4. The reaction of the Class Members to the proposed Settlement further supports the
20 Court's decision granting final approval. There are no requests for exclusion from the Settlement.
21 There are also no objections that have been submitted to the Settlement by any of the Class
22 Members. The Court is satisfied with the settlement administration statistics and the explanation
23 for those statistics provided by Phoenix by way of the Declaration of Lluvia Islas.

24 5. The Court hereby directs payment to the Settlement Administrator from the
25 settlement funds for its fees and expenses in accordance with the Settlement.

26 6. The Court hereby directs that the Settlement Administrator distribute settlement
27 benefits to Participating Class Members from the settlement funds in accordance with the
28

1 Settlement.

2 7. The Court hereby awards Class Counsel's attorneys' fees in the amount of
3 \$131,666.67, Class Counsel' expenses in the amount of \$21,443.75, to be paid from the settlement
4 funds, and finds the hourly rates of Class Counsel and their staff, as set forth in the Motion for
5 Attorneys' Fees are reasonable.

6 8. The Court hereby awards a Class Representative Service Award to the Plaintiff to be
7 paid from the settlement funds in the amount of \$10,000.00.

8 9. Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby
9 approves allocation of \$39,500.00 of the Gross Settlement Amount as payment for Plaintiff's
10 claims on her own behalf and on behalf of all Class Members for penalties under the Private
11 Attorneys General Act ("PAGA"), and 65% of that amount, or \$25,675.00, shall be paid to the
12 California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid
13 to Settlement Class Members as part of the Net Settlement Amount.

14 10. The Court hereby directs payment to the Settlement Administrator from the
15 settlement funds for its fees and expenses in accordance with the Settlement.

16 11. The Court hereby orders that any settlement checks that remain uncashed at the
17 expiration of one hundred eighty days (180) days from the date of issuance shall be sent to Legal
18 Aid at Work.

19 12. The Court hereby appoints Kevin Lipeles, Esq. and Thomas Schelly, Esq.,¹ of
20 Lipeles Law Group, APC, as Class Counsel;

21 13. The Court hereby orders that class members who did not timely exclude themselves
22 from the Settlement have released their claims against Defendant as set forth in the Settlement.

23 14. The Court hereby orders that class members who did not timely object to the
24 Settlement are barred from prosecuting or pursuing any appeal of the Court's order granting final
25 approval to the Settlement.

26 15. The Court hereby directs that the clerk of the Court enter the Court's order as a final
27

28 ¹ At the time of preliminary approval, the Court also preliminarily approved Jasmine Badawi as Class Counsel, however, Ms. Badawi no longer works at the Lipeles Law Group.

1 judgment;

2 16. The settlement compliance hearing shall take place on July 9, 2027 at 10:30 a.m.;

3 and

4 17. The Court hereby orders that, without affecting the finality of the final judgment, it

5 reserves continuing jurisdiction over the parties for the purposes of implementing, enforcing and/or

6 administering the Settlement or enforcing the terms of the judgment.

7

8 IT IS SO ORDERED.

9

10 Dated: 7/31/26

11 

12 Honorable Laurie Damrell

13 Judge of the Superior Court



EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

TARA DENISE MICHAEL, an
individual, on her own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

POINT QUEST INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24CV016886

[Assigned to the Hon. Laurie Damrell – Dept. 22]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: August 26, 2024
Trial Date: None Set

Subject to final approval by the Court, which counsel and parties agree to pursue and
recommend in good faith, Plaintiff TARA DENISE MICHAEL individually and on behalf of all
employees similarly situated, on the one hand (“Plaintiff”), and Defendant POINT QUEST INC.

1 (“Defendant”) hereby agree to the following binding settlement of the class action case of *Tara*
2 *Denise Michael v. Point Quest Inc.*, Sacramento County Superior Court Case No. 24CV016886.

3 **I. DEFINITIONS**

4 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
5 Defendant captioned *Tara Denise Michael v. Point Quest Inc.* initiated on August 26, 2024 and
6 pending in the Superior Court of the State of California, County of Sacramento.

7 1.2. “Administrator” or “Phoenix” means Phoenix Class Action Administration
8 Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

9 1.3. “Administration Expenses Payment” means the amount the Administrator will be
10 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
11 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
12 with Preliminary Approval of the Settlement.

13 1.4. “Aggrieved Employee” means all individuals who were employed by Defendant in
14 California in the Pediatric Therapy Division (“PEDS”) in a non-exempt, hourly-paid position
15 and received a “tier stipend” and who worked for Defendant in California at any time during the
16 PAGA Period.

17 1.5. “Agreement” or “Stipulation” mean, and refer to, this Class Action and PAGA
18 Settlement Agreement and Class Notice.

19 1.6. “Class” means all individuals who were employed by Defendant in California in the
20 Pediatric Therapy Division (“PEDS”) in a non-exempt, hourly-paid position at any time during
21 the Class Period and who received a “tier stipend” in addition to their hourly base rate of pay.

22 1.7. “Class Counsel” means Kevin Lipeles, Esq., Thomas Schelly, Esq. and Jasmine
23 Badawi, Esq. of Lipeles Law Group, APC.

24 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
26 and expenses, respectively, incurred to prosecute the Action.

27 1.9. “Class Data” means Class Member identifying information in Defendant’s
28 possession including the Class Member’s name, last-known mailing address, Social Security
number, employee ID while employed by Defendant, and number of Class Period Workweeks
and PAGA Pay Periods.

1.10. “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).

1.11. “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.

1.12. “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, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from November 20, 2021 to the date of preliminary approval of the settlement.

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

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

1.16. “Court” means the Superior Court of California, County of Sacramento.

1.17. “Point Quest Inc.” means the named Defendant.

1.18. “Defense Counsel” means Shauna Correia, Esq. of Weintraub Tobin Chediak Coleman Grodin.

1.19. “Effective Date” means the date by when both of the following have occurred: (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.

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

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

1.22. “Final Judgment” means the judgment entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$395,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

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

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.28. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.30. “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.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from August 23, 2023 to the date of preliminary approval of the settlement.

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

1.34. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties, \$39,500 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$13,825.00) and the 65% to LWDA (\$25,675.00) in settlement of PAGA claims.

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

1.37. “Plaintiff” means Tara Denise Michael, the named plaintiff in the Action.

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

the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means: Defendant Point Quest Inc. and Defendant's past and present officers, directors, shareholders, managers, employees, agents, attorneys, principals, heirs, representatives, accountants, auditors, consultants, successors, predecessors, parents, subsidiaries, and affiliates (including without limitation Point Quest Group Inc. and Point Quest Pediatric Therapies LLC), and each business entity owned by, operated by, or under common management, with, each Defendant.

1.43. "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.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.46. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 26, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Provide Timely Off Duty Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Maintain and Provide Accurate Itemized Wage Statements; (5) Failure to Reimburse Business Expenses; (6) Failure to Allow Inspection of Employment Records; and (7) Unfair Competition. On October 25, 2024, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §§2699, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, except that Defendant identified an inadvertent mistake with respect to the regular rate of pay calculation

1 for premiums (i.e., for overtime, missed meal period premiums) paid to Class Members who
2 received a “tier stipend” for certain shifts in addition to their normal hourly rate during the same
3 pay period. In all other respects, Defendant denies any failure to comply with the laws identified
4 in the Operative Complaint and denies any and all liability for the causes of action alleged.

5 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
6 to Defendant and the LWDA by sending the PAGA Notice. Defendant timely responded with a
7 request for an early evaluation conference pursuant to Labor Code section 2699.3, subd.
8 (f)(1)(A), to attempt to informally resolve this issue, and the Parties thereafter stipulated to
9 private mediation in lieu of the early evaluation process.

10 2.3. On July 14, 2025, the Parties participated in an all-day mediation presided over by
11 Jill R. Sperber, Esq. which led to this Agreement to settle the Action.

12 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
13 informal discovery the following documents: Defendant provided information concerning the
14 total number of Class Members (246), number of workweeks, shifts and number of pay periods,
15 data relating to the size and scope of the putative class, the average hourly rate, wage and hour
16 policies and procedures, a sampling of timekeeping data, payroll data and time punches, among
17 other documents. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval
18 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v.*
19 *Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).

20 2.5. The Court has not granted class certification.

21 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
22 any other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 3. MONETARY TERMS.

25 3.1. Gross Settlement Amount. Defendant promises to pay \$395,000.00 and no more as
26 the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on
27 the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the
28 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 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 the Class
Representative of not more than \$10,000.00 (in addition to any Individual Class
Payment and any Individual PAGA Payment the Class Representative 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 no later than 16 court days 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 all taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$131,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$22,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days 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 arising from any claim to any portion of 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 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,250.00 except for a showing of good cause and as approved by the Court.

3.2.4. To Each Participating Class Member: An Individual Class Payment shall be calculated as follows: The "Total Workweeks" will be calculated by summing the total workweeks for each Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the Total Workweeks to arrive at the "Workweek Payment Amount." Each Participating Class Member's share of the Settlement shall thereafter be calculated by multiplying that Participating Class Member's total workweeks during the Class Period by the Workweek Payment Amount. In no event shall the total payments to the Participating Class Members exceed the Net Settlement Amount.

3.2.4.1. Calculation of the Workweek Value. The Parties agree that the number of Total Workweeks worked by the Settlement Class Members through the mediation was approximately 13,408 and the total workweeks in the PAGA period was approximately 5,182. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement

Amount by the number of Total Workweeks. The Parties agree that the Workweek Value amounts to \$29.46 per Workweek.

3.2.4.2. Tax Allocation of Individual Class Payments. Twenty percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five Percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are 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.

3.2.4.3. Effect of Non-Participating Class Members on Calculation of Individual 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 \$39,500.00 to be paid from the Gross Settlement Amount, with 65% (\$25,675.00) allocated to the LWDA PAGA Payment and 35% (\$13,825.00) 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% share of PAGA Penalties \$13,825.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. PAGA Payments shall be treated as 100% penalties.

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 246 Class Members who collectively worked a

total of 13,408 Workweeks, and 173 Aggrieved Employees who worked a total of 5,182 PAGA Pay Periods.

4.2. Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendant will 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's 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 they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Court grants final approval, provided that the Administrator has also provided the payroll tax calculation to Defendant.

4.4. Payments from the Gross Settlement Amount. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. Any portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment not awarded to Plaintiff's Counsel and the Class Representative Service Payment not awarded to the Class Representative will be available for distribution to Settlement Class Members as part of the Net Settlement Amount.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including 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.

4.4.2. 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.

4.4.3. 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 Project Purple, a Connecticut 501(c)(3) non-profit corporation, (or, should the Court reject this *cy pres* recipient, to Legal Aid at Work, a California 501(c)(3) non-profit corporation, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. 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. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds 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:

4.5. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that as a matter of law cannot be waived, including, but not limited to, for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period except for damages or penalties that may have flowed from acts or omissions that originally occurred during the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,

notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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.

4.6. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred or accrued at any time during the Class Period, including, any and all claims involving any alleged: (a) failure to pay minimum wages; (b) failure to provide timely off duty meal periods; (c) failure to provide rest periods; (d) failure to maintain records and provide accurate itemized wage statements; (e) failure to reimburse business expenses; (f) failure to allow inspection of employment records; and (g) unfair competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period except for damages or penalties that may have flowed from acts or omissions that originally occurred during the Class Period.

4.7. Release by Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of 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 on the facts stated in the Operative Complaint, and the PAGA Notice arising during the PAGA Period, including, any and all claims involving any alleged (a) failure to pay minimum wages; (b) failure to provide timely off duty meal periods; (c) failure to provide rest periods; (d) failure to maintain records and provide accurate itemized wage statements; (e) failure to reimburse business expenses; and (f) failure to allow inspection of employment records.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff's Counsel shall prepare and file a Motion for Preliminary Approval of the Settlement, such Motion for Preliminary Approval to be first sent to Defendant's counsel before filing with the Court.

4.8. 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") (after soliciting bids from other administrators) 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 to 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, PAGA Members, 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, substantially in the form attached to this Agreement as **Exhibit A**. The language of the Class Notice has been agreed to by counsel for the Parties. The Class Notice will be in English only since all putative Class Members speak English. 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 the 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 14 days beyond the 60 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, Defense Counsel 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 in person or by telephone, 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever 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 fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 faxed, emailed, or 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks/PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the

class action components of the Settlement.

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

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

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

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

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

7.8.5. Administrator’s Declaration. Not later than 21 court days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its

mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good

1 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Court's decision to award less than the amounts requested for the Class
3 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
5 modification to the Agreement within the meaning of this paragraph.

6 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
7 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
12 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
13 counsel, and all Participating Class Members who did not object to the Settlement as provided in
14 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
15 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
16 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
17 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
18 Parties' obligations to perform under this Agreement will be suspended until such time as the
19 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
20 the amount of the Net Settlement Amount.

21 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
23 modification of this Agreement (including, but not limited to, the scope of release to be granted
24 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
25 expeditiously work together in good faith to address the appellate court's concerns and to obtain
26 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
27 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
28 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.

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for
Other Purposes. This Agreement represents a compromise and settlement of highly disputed
claims. Nothing in this Agreement is intended or should be construed as an admission by
Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
has any liability for any claims asserted; nor should it be intended or construed as an admission
by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
3 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
4 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
5 move for class certification on any grounds available and to contest Defendant's defenses. The
6 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
7 and will not be admissible in connection with, any litigation (except for proceedings to enforce
8 or effectuate the Settlement and this Agreement).

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
10 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
12 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
13 Agreement directly or indirectly, specifically or generally, to any person, corporation,
14 association, government agency, or other entity except: (1) to the Parties' attorneys,
15 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
16 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
17 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
18 subpoena issued by a state or federal government agency. Each Party agrees to immediately
19 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
20 information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to,
21 directly or indirectly, initiate any conversation or other communication, before the filing of the
22 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
23 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
24 that effect. This paragraph does not restrict Defendant or Defense Counsel from
25 communications with Class Members in the ordinary course of business (i.e., response to
26 employees' questions about their time records or paystubs, or responding to requests for payroll
27 records). This paragraph does not restrict Class Counsel's communications with Class Members
28 in accordance with Class Counsel's ethical obligations owed to Class Members. Plaintiff and/or
Plaintiff's counsel shall not hold any press conferences with respect to the Action at any time.
At no time shall Plaintiff, Plaintiff's counsel, Defendant, and Defendant's Counsel: (i) issue any
press releases or public statements with respect to the Action or the settlement (except as
necessary to comply with legal reporting requirements); (ii) characterize the Action or
settlement in a manner that disparages Defendant or its employment practices; (iii) characterize
the Action or settlement in a manner that disparages the Plaintiff, Class Members, or Plaintiff's
counsel; or (iv) otherwise publicize the Action or the settlement except as necessary to comply
with class notice requirements.

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

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. Plaintiff agrees to participate in, and Class Counsel agree, to join Defendant in defending the settlement and its approval from any collateral attack during the three-year period after Final Approval. Should it be necessary, the Parties and their counsel shall enter into a common interest agreement for the purpose of sharing information necessary to the defense of the settlement.

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

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

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

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

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

11.12 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.

1 11.13 Confidentiality. Plaintiff and Class Counsel agree to keep confidential the
2 information and other materials obtained in pre-mediation informal discovery or through
3 mediation, except for Plaintiff's own personal information. Neither Class Counsel nor Plaintiff
4 shall use, disseminate, or distribute any such information for any purpose whatsoever, except to
5 defend the validity of the settlement of the Action or as required to effectuate the settlement.
6 Class Counsel shall not include, and shall affirmatively remove, any reference to any of the
7 foregoing subjects in any advertising, mass mailing, website, or other communications. To the
8 extent permitted by law, all agreements made, and orders entered during the Action and in this
9 Agreement relating to the confidentiality of information shall survive the execution of this
10 Agreement.

11 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
12 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
13 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
14 connection with the Settlement, may be used only with respect to this Settlement, and no other
15 purpose, and may not be used in any way that violates any existing contractual agreement,
16 statute, or rule of court. Not later than 90 days after the date when the Court discharges the
17 Administrator's obligation to provide a Declaration confirming the final pay out of all
18 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of the Class Data
19 received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
20 Defendant make a written request to Class Counsel for the return, rather than the destructions, of
21 the Class Data.

22 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
23 inserted for convenience of reference only and does not constitute a part of this Agreement.

24 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
25 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
26 weekend or federal legal holiday, such date or deadline shall be on the first business day
27 thereafter.

28 11.17 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: Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Jasmine Badawi, Esq.
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245

To Defendant: Shauna N. Correia (Bar No. 232410)
Weintraub Tobin Chediak Coleman Grodin
475 Sansome Street, Suite 510
San Francisco, California 94111

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one 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.

11.19 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. Upon the signing of this Agreement, the Parties further agree, that 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.

DATED: 9/25 ____, 2025

**PLAINTIFF AND CLASS
REPRESENTATIVE:**


Tara Denise Michael (Sep 25, 2025 11:38:14 PDT)
TARA DENISE MICHAEL

DATED: ____, 2025

DEFENDANT:

POINT QUEST INC.

APPROVED AS TO FORM:

DATED: Sept. 25, 2025

**CLASS COUNSEL:
LIPELES LAW GROUP, APC**


By: Kevin A. Lipeles
Thomas H. Schelly
Jasmine Badawi
Attorneys for Plaintiff
TARA DENISE MICHAEL

DATED: ____, 2025

COUNSEL FOR DEFENDANT:

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one 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.

11.19 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. Upon the signing of this Agreement, the Parties further agree, that 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.

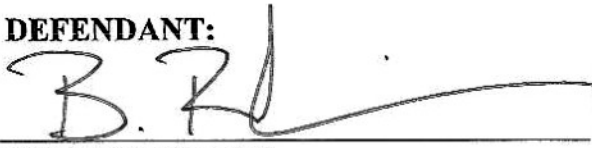
DATED: 9/25 __, 2025

**PLAINTIFF AND CLASS
REPRESENTATIVE:**


Tara Denise Michael (Sep 25, 2025 11:38:14 PDT)
TARA DENISE MICHAEL

DATED: 9/26 __, 2025

DEFENDANT:


POINT QUEST INC.

APPROVED AS TO FORM:

DATED: Sept. 25 2025

**CLASS COUNSEL:
LIPELES LAW GROUP, APC**


By: Kevin A. Lipeles
Thomas H. Schelly
Jasmine Badawi
Attorneys for Plaintiff
TARA DENISE MICHAEL

DATED: __ __, 2025

COUNSEL FOR DEFENDANT:

regard to this situation, including whether to sign this Agreement. MICHAEL acknowledges that she was represented by counsel of her choosing throughout the negotiation of this Agreement. MICHAEL acknowledges that she has been given at least twenty-one (21) days from the time that she received this Agreement and any attached information to consider whether to sign it ("Consideration Period"). She agrees with PQI that any changes to this Agreement, whether material or immaterial, do not restart the running of the Consideration Period. If MICHAEL signed this Agreement before the end of the Consideration Period, it is because she freely chose to do so after carefully considering its terms, and she knowingly and voluntarily waives the remainder of the Consideration Period. She further agrees that PQI has made no threats or promises to induce her to sign this Agreement earlier. MICHAEL shall have seven (7) calendar days from the date she signs this Agreement to rescind (cancel) the Agreement by delivering a written notice of revocation to the same person as she returned this Agreement ("Revocation Period"). If the Revocation Period expires on a weekend or holiday, she will have until the end of the next business day to revoke. If she does not revoke this Agreement within the Revocation Period, this Agreement will become final, binding, and effective on the day after the end of the Revocation Period (the "Effective Date"). She should return a copy of the signed Agreement and any written revocation notice to counsel for PQI, Shauna Correia, Weintraub Tobin, via email at scorreia@weintraub.com.

24. Entire Agreement. This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

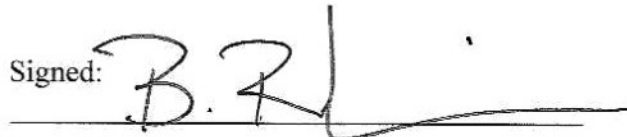
Dated: Sep 25, 2025

Tara Denise Michael


Tara Denise Michael (Reg. No. 201511-1061) EIT

For Point Quest Pediatric Therapies, LLC:

Dated: 9-26-25

Signed: 

Title: CFO

For Point Quest, Inc.

Dated: 9-26-25

Signed: 

Title: CFO

Exhibit A

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

***Tara Denise Michael v. Point Quest, Inc.,
Sacramento County Superior Court Case No. 24CV016886***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Point Quest Inc., a California corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Tara Denise Michael (“**Plaintiff**”) and seeks payment for (1) failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1194.2, 1997. 1197.1, 1198; IWC Wage Order No. 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 4); (4) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226; IWC Wage Order No. 4); (5) failure to reimburse business expenses (Cal. Lab. Code § 2802); (6) failure to allow inspection of employment records (Cal. Lab. Code § 1198.5); (7) unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); and (8) claims under the Private Attorneys General Act for a class of hourly employees (“**Class Members**”) who worked for Defendant during the Class Period (November 20, 2021, through the date of preliminary approval of the settlement) in the Pediatrics Therapies Division (“PEDS”) and who received a “tier stipend” in addition to their hourly base rate of pay; and (b) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (August 23, 2023 through the date of preliminary approval of the settlement) in the Pediatrics Therapies Division (“PEDS”) and who received a “tier stipend” in addition to their hourly base rate of pay (“**Aggrieved Employees**”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be \$ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [insert number] workweeks** during the Class Period and **you worked [insert number] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the

Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement, that is, Released Claims (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [insert date] plus an additional 14 calendar days beyond the Response Deadline for Class Notices re-mailed.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.	All Class Members who do not opt-out (" Participating Class Members ") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall

Written Objections must be submitted by [insert date] plus an additional 14 calendar days beyond the Response Deadline for Class Notices re-mailed.	amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [insert date].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, reimbursable expenses, and failing to provide meal periods, rest periods, accurate itemized wage statements, and failing to allow inspection of employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair competition (Cal. Bus. & Prof. Code § 17200) and civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("**PAGA**"). Plaintiff is represented by attorneys in the Action: Kevin A. Lipeles, Thomas H. Schelly, and Jasmine Badawi, Esq. of Lipeles Law Group, APC ("**Class Counsel**").

Defendant strongly denies the allegations in the Operative Complaint, except that Defendant identified an inadvertent mistake with respect to the regular rate of pay calculation for premiums (i.e., for overtime, missed meal period premiums) paid to Class Members who received a "tier stipend" in addition to their normal hourly rate, for certain shifts during the same pay period. In all other respects, Defendant contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("**Agreement**") and agreeing to jointly ask the Court to enter a judgment ending the

1 Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that
2 is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of
3 disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of
4 any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because
5 they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
6 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in
7 the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the
8 proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to
9 determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$395,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement as follows: within thirty (30) days of the Court granting the motion for final approval, Defendant shall deposit the Gross Settlement and the employer's side of payroll taxes on the portion allocated as wages with the Administrator. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$131,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$22,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,250.00 to the Administrator for services administering the Settlement.

C. Up to \$39,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

D. Up to \$10,000 to the named plaintiff Tara Denise Michael for service to the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to

1 approve an allocation of 25% of each Individual Class Payment to taxable wages (“**Wage**
2 **Portion**”) and 75% to interest and penalties (“**Non-Wage Portion**”). The Wage Portion is subject
3 to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer
4 payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as
penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

5 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any
6 advice on whether your Payments are taxable or how much you might owe in taxes. You are
7 responsible for paying all taxes (including penalties and interest on back taxes) on any Payments
received from the proposed Settlement. You should consult a tax advisor if you have any
questions about the tax consequences of the proposed Settlement.

- 8 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class
9 Payments and Individual PAGA Payments will show the date when the check expires (the void
10 date, 180 days from mailing). If you don’t cash it by the void date, your check will be
11 automatically cancelled, and the monies will be remitted to Project Purple, a Connecticut 501(c)(3)
12 non-profit corporation.
- 13 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
14 Participating Class Member, participating fully in the Class Settlement, unless you notify the
15 Administrator in writing, not later than [insert date], that you wish to opt-out. The easiest way to
16 notify the Administrator is to send a written and signed Request for Exclusion by the [insert date]
Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
representative setting forth a Class Member’s name, present address, telephone number, and a
simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
Non-Participating Class Members) will not receive Individual Class Payments, but will preserve
their rights to personally pursue wage and hour claims against Defendant.

17 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
18 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
19 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
20 Defendant based on the PAGA Period facts alleged in the Action.

- 21 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court
22 will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also
possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have
agreed that, in either case, the Settlement will be void: Defendant will not pay any money and
Class Members will not release any claims against Defendant.

- 23 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action
24 Administration Solutions (the “**Administrator**”), to send this Notice, calculate and make
25 payments, and process Class Members’ Requests for Exclusion. The Administrator will also
26 decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax
forms, and perform other tasks necessary to administer the Settlement. The Administrator’s
contact information is contained in Section 9 (“How Can I Get More Information?”) of this
Notice.

- 27 9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully
28 funded the Gross Settlement and separately paid all employer payroll taxes), Participating Class

Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred or accrued at any time during the Class Period, including, any and all claims involving any alleged: (a) failure to pay minimum wages; (b) failure to provide timely off duty meal periods; (c) failure to provide rest periods; (d) failure to maintain records and provide accurate itemized wage statements; (e) failure to reimburse business expenses; (f) failure to allow inspection of personnel records; and (g) unfair competition. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period except for damages or penalties that may have flowed from acts or omissions that originally occurred during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of 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 on the facts stated in the Operative Complaint, the PAGA Notice, which arose during the PAGA Period, including any and all PAGA claims for (1) failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1194.2, 1997. 1197.1, 1198; IWC Wage Order No. 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 4); (4) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226); (5) failure to reimburse business expenses (Cal. Lab. Code § 2802); and (6) failure to allow inspection of employment records (Cal. Lab. Code § 1198.5).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The "Total Workweeks" will be calculated by summing the total

workweeks for each Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the Total Workweeks to arrive at the “Workweek Payment Amount.” Each Participating Class Member’s share of the Settlement shall thereafter be calculated by multiplying that Participating Class Member’s total workweeks during the Class Period by the Workweek Payment Amount.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$XXXXXX.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [insert date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (“How Can I Get More Information?”) of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Tara Denise Michael v. Point Quest Inc.* (Sacramento County Superior Court Case No. 24CV016886), and include your identifying information (full name, address,

telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website XXXX or the Court's website <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Tara Denise Michael v. Point Quest Inc.* (Sacramento County Superior Court Case No. 24CV016886) and include your name, current address, telephone number, and approximate dates of employment for Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] at [insert time] in Department 22 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ZoomgovMeeting (<https://saccourt-ca.gov.zoomgov.com/my/sscdept22>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website XXXX beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrators's website at XXXX. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and entering the Case Number for the Action, Case No. CV24016886.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Shauna N. Correia, Esq. (scorreia@weintraub.com)
475 Sansome Street Suite 1400
San Francisco, CA 94111
Telephone: (415) 772-9655

Settlement Administrator:

Phoenix Settlement Administrators
Mailing Address: P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.