

1 Elliot J. Siegel (Bar No. 286798)
elliott@kingsiegel.com
2 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
3 **KING & SIEGEL LLP**
724 South Spring Street, Suite 201
4 Los Angeles, California 90014
5 tel: (213) 465-4802

6 Navid Barahmand, Esq. (SBN 340934)
BARAHMAND LAW GROUP
7 navid@barahmandlaw.com
23801 Calabasas Road, Suite 2034
8 Calabasas, California 91302
9 tel: (818) 574-3355

10 Attorneys for Plaintiff and the Settlement Class

11 Additional Counsel Listed on Following Page

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN FRANCISCO**

15
16 **Estephany Gonzalez Salazar,**
17 individually and on behalf of all similarly
situated individuals,

18 Plaintiff,

19 vs.

20 **PNC Management, LLC**, a Delaware
21 Limited Liability Company; and **Does 1-100**,
22 inclusive;

23 Defendant.

CASE NO. CGC-24-618497

[Assigned to the Honorable Ethan P.
Schulman, Dept. 304]

CLASS ACTION

**AMENDED JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLASS AND PAGA ACTION**

Complaint Filed: September 26, 2024

Jonathan Riddell (SBN 225004)
jriddell@delfinomadden.com

Tiffany B. Tello (SBN 341625)
ttello@delfinomadden.com

**DELFINO MADDEN O'MALLEY
COYLE & KOEWLER LLP**

500 Capitol Mall, Suite 1550

Sacramento, CA 95814

Telephone: (916) 661-5700

Facsimile: (916) 661-5701

Attorneys for Defendant
PNC MANAGEMENT, LLC

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between
3 Plaintiff Estephany Gonzalez Salazar (“Plaintiff” or “Class Representative”), individually
4 and on behalf of all other similarly situated individuals and PNC Management, LLC
5 (“Defendant”). Plaintiff and Defendant may be referred to herein as the “Parties,”
6 singularly as a “Party,” or by their designated names.

7 This Agreement is subject to the approval of the Court and is made for the sole
8 purpose of attempting to consummate settlement of the Action on a class-wide basis
9 subject to the following terms and conditions.

10 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and
11 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to
12 the terms and conditions hereof and the approval of the Court.

13 **RECITALS**

14 1. Plaintiff Estephany Gonzalez Salazar filed her complaint on September 26,
15 2024 in the San Francisco County Superior Court where it is entitled *Estephany Gonzalez*
16 *Salazar v. PNC Management, LLC et al.*, Case No. CGC-24-618497 (the “Action”). The
17 Action asserted the following class-wide causes of action for: (1) failure to pay minimum
18 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium
19 pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
20 failure to provide and maintain accurate records (e.g., wage statements); (6) failure to
21 reimburse necessary business expenses; and (7) Unlawful Business Practices, Cal. Bus. &
22 Prof. Code §§ 17200, et seq.

23 2. On December 3, 2024, Plaintiff filed a First Amended Complaint adding
24 additional causes of action for: (1) failure to pay wages when due; (2) civil penalties under
25 the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq.
26 (“PAGA”).

27 3. On July 21, 2025, the Court granted the Parties’ stipulation to dismiss co-
28 defendants Johnny Kamon and Gavin Ripp without prejudice.

1 4. Defendant denies all material allegations set forth in the Action and have
2 asserted numerous affirmative and other defenses in response to the Class, PAGA, and
3 individual claims. Defendant contends it has complied with the California Labor Code, the
4 California Business & Professions Code, the applicable IWC Wage Orders, and all other
5 applicable California and Federal laws. Nonetheless, Defendant has concluded that further
6 litigation would be protracted and expensive, and would also divert Defendant's resources
7 away from its core mission. Defendant has therefore concluded that it is desirable that the
8 litigation be resolved upon the terms and conditions set forth in this Stipulation.

9 5. On May 5, 2025, the Parties participated in a full-day of mediation with Hon.
10 Peter Lichtman (the "Mediator"), a well-respected mediator in the field of employment law
11 and wage-and-hour class actions. Although the matter did not resolve at mediation, the
12 Parties continued engaging in negotiations for several months thereafter, following
13 extensive litigation, including Plaintiff's Motion to Enjoin Individual Settlements, and
14 ultimately agreed to the principal terms reflected in this Stipulation.

15 6. Starting on or about August 1, 2025, Defendant had settlement discussions
16 with certain Class Members that resulted in individual settlements between Defendant and
17 those Class Members who elected to accept Defendant's settlement offers to individually
18 resolve disputed claims in this Lawsuit ("Direct Settlement Program Participants"). The
19 Direct Settlement Program Participants received settlement payments and entered into
20 individual settlement agreements with Defendant ("Direct Settlement Agreements"). On
21 November 25, 2025, at Plaintiff's request, the Court issued an Order in connection with
22 Plaintiff's Motion to Enjoin Defendants From Further Contact And Set Aside Prior
23 Settlements with Putative Class Members; Request for Monetary Sanctions. In ruling on
24 that Motion, the Court ordered Defendant to send a curative notice to Direct Settlement
25 Participants, advising them of Court-ordered modifications to the Direct Settlement
26 Agreements and providing them with the opportunity to affirm the Direct Settlement
27 Agreements. On January 26, 2026, after reviewing the Parties' Notice of Settlement, and
28 based on the Parties' stipulation, the Court dispensed of the need to send a curative notice.

1 7. The formal and informal discovery conducted in this matter, as well as
2 discussions between counsel, have been adequate to give the Class Representative and
3 Class Counsel a sound understanding of the merits of their positions, to evaluate the risks
4 of litigation and the value of the Settlement Class's claims, and to compromise the issues
5 on a fair and equitable basis.

6 8. The settlement discussions during and after mediation were conducted at
7 arm's length and the settlement of the Action is the result of an informed and detailed
8 analysis of Defendant's potential liability in relation to the costs and risks associated with
9 continued litigation.

10 9. Plaintiff and Class Counsel believe that the claims, causes of action,
11 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
12 Class Counsel recognize and acknowledge the expense and delay of continued lengthy
13 proceedings necessary to prosecute the Action against Defendant through trial and
14 appeals. Class Counsel has taken into account: 1) the uncertain outcome of the litigation;
15 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties
16 and delays inherent in such litigation; 4) the potential difficulty of obtaining certification
17 of the Action and various subclasses; and 5) the potential risk of trying the claims of the
18 class. Class Counsel is mindful of the potential problems of proof under, and possible
19 defenses to, the claims alleged in the Action and litigation of those claims on a class-wide
20 basis.

21 10. Class Counsel believes that the Settlement set forth in this Settlement
22 Agreement confers substantial benefits upon Plaintiff and the Class Members, and that an
23 independent review of this Settlement Agreement by the Court in the approval process will
24 confirm this conclusion. Based on their own independent investigation and evaluation,
25 Class Counsel has determined that the Settlement set forth in the Stipulation is in the best
26 interests of Plaintiff and the Class Members.

27 11. Based on the data and documents produced during discovery and in response
28 to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsels' own

1 independent investigation and evaluation, Class Counsel believes that Plaintiff's
2 settlement with Defendant for the consideration provided and on the terms set forth in
3 this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of
4 the Class Members in light of all known facts and circumstances, including the risk of
5 significant delay and uncertainty associated with litigation, various defenses asserted by
6 Defendant, the contested legal and factual issues involved, and potential appellate issues.

7 12. This Settlement Agreement is made and entered into by and between
8 Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved
9 Employees and Settlement Class Members on the one hand, and Defendant on the other
10 hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as
11 the Court's approval. The Parties expressly acknowledge that this Agreement is entered
12 into solely for the purpose of compromising disputed claims and that nothing herein is an
13 admission of any liability or wrongdoing by Defendant. If, for any reason the Settlement
14 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned
15 to their original respective positions.

16 13. The Parties agree to abide by the terms of the Settlement Agreement in good
17 faith and to support the Settlement Agreement fully and to use their best efforts to defend
18 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

19 DEFINITIONS

20 The following definitions are applicable to this Settlement Agreement. Definitions
21 contained elsewhere in this Settlement Agreement will also be effective:

22 14. "**Action**" means *Estephany Gonzalez Salazar v. PNC Management, LLC et*
23 *al.* Case No. CGC-24-618497, filed in San Francisco County Superior Court on September
24 26, 2024.

25 15. "**Aggrieved Employees**" means those Class Members who worked for
26 Defendant within the **PAGA Period**.

27 16. "**Class Counsels' Fees and Costs**" means the attorneys' fees agreed upon
28 by the Parties and approved by the Court for Class Counsels' litigation and resolution of

1 this Action. Class Counsels' Fees and Costs shall include all costs incurred and to be
2 incurred by Class Counsel in the Action, including, but not limited to, costs associated with
3 documenting the Settlement, securing the Court's approval of the Settlement, responding
4 to any objections to the settlement and appeals arising therefrom, administering the
5 Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for
6 any experts. Class Counsel will request attorneys' fees not in excess of one-third of the
7 Maximum Settlement Amount (i.e., up to Two Hundred Fifty Nine Thousand Two
8 Hundred Ten Dollars Only (\$259,210.00)).¹ Class Counsels' Fees and Costs will also mean
9 and include the additional reimbursement of Class Counsels' actual reasonable costs
10 incurred in connection with Class Counsels' litigation and settlement of the Action, up to
11 Thirty Thousand Dollars and Zero Cents (\$30,000.00), subject to the Court's approval.
12 Defendant agrees not to oppose Class Counsels' request for fees and reimbursement of
13 costs as set forth above.

14 17. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP and Navid
15 Barahmand of Barahmand Law Group.

16 18. **"Class List"** means a complete list of all Class Members that Defendant will
17 diligently and in good faith compile from their records and provide to the Settlement
18 Administrator within ten calendar days after Preliminary Approval of this Settlement. The
19 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will
20 include, to the extent in the possession of Defendant or its agents, Class Members' names;
21 last-known addresses; last-known telephone numbers; last-known email address; social
22 security numbers; start dates of employment; end dates of employment; number of weeks
23 worked by each Class Member during the Class Period; and the number of pay periods
24 worked by each Aggrieved Employee during the PAGA Period.

25 19. **"Class Member(s)," "Settlement Class," "Settlement Class**
26

27 ¹ For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum
28 Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees
up to one-third of the increased Maximum Settlement Amount

1 **Members,”** or the **“Class”** means the following: *“All persons who worked at least one*
2 *3.5-hour shift as a non-exempt PNC Management employee in the State of California*
3 *from the period September 26, 2020 through May 5, 2025, inclusive.”*

4 20. **“Class Size Representation”**: Defendant represent that there are 520
5 Class Members during the period from September 26, 2020 through May 5, 2025 and that
6 these Class Members worked a combined 25,921 workweeks during that same period. This
7 representation is a material term for Plaintiff entering into this Stipulation.

8 21. **“Class Period”** is the period from September 26, 2020 to May 5, 2025,
9 inclusive.

10 22. **“Class Representative”** means Plaintiff Estephany Gonzalez Salazar who
11 will seek to be appointed as the Representative for the Settlement Class.

12 23. **“Class Representative Enhancement Payment”** means the amounts to
13 be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on
14 behalf of Class Members and negotiating the Settlement. Defendant agrees not to dispute
15 that the Class Representative will be paid, subject to Court approval, up to \$10,000 from
16 the Maximum Settlement Amount for her services on behalf of the class, subject to the
17 Court granting Final Approval of this Settlement Agreement. Should the Court reduce the
18 Class Representative Enhancement Payment, any such reduction shall revert to the Net
19 Settlement distributed to Participating Class Members.

20 24. **“Court”** means the Superior Court in the County of San Francisco.

21 25. **“Defendant(s)”** means Defendant PNC Management, LLC.

22 26. **“Effective Date”** means the date on which the settlement embodied in this
23 Settlement Agreement shall become effective and is the date after all of the following
24 events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and
25 Defendant; (ii) the Court has given Preliminary Approval to the Settlement, including
26 approving a provisional Settlement Class; (iii) notice has been given to the putative
27 members of the Settlement Class, providing them with an opportunity to object to the
28 terms of the Settlement or to opt-out of the Settlement; and (iv) *either* (1) the Court has

1 held a formal fairness hearing and, having heard no objections to the Settlement, has given
2 Final Approval to the Settlement, including entering a final order and judgment certifying
3 the Class and approving this Settlement Agreement (“Judgment”); or (2) in the event there
4 are oral or written objections filed prior to or at the formal fairness hearing which are not
5 later withdrawn or denied, the later of the following events: (a) five (5) business days after
6 the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s
7 Judgment have elapsed without any appeal, writ, or other appellate proceeding having
8 been filed; or (b) if a timely appeal, writ, or other appellate proceeding is filed, five (5)
9 business days after the appellate court affirms the Judgment and issues a remittitur. For
10 the avoidance of doubt, if, following an appeal, writ, or other appellate proceeding, the
11 Judgment is not affirmed, this Agreement shall be neither effective nor binding.

12 27. **“Individual Class Payment”** means each Participating Class Member’s
13 share of the Net Settlement Amount, to be distributed to the Class Members who do not
14 submit a valid Request for Exclusion, to be paid without the need to submit a claim.

15 28. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata
16 share of the 35% of the Labor and Workforce Development Agency Payment allocated to
17 the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA
18 Payment regardless of whether they submit a valid Request for Exclusion.

19 29. **“Labor and Workforce Development Agency Payment”** means the
20 amount that the Parties have agreed that Defendant will pay in connection with Plaintiff’s
21 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*
22 (“PAGA”)) cause of action. The Parties have agreed that Seventy-Eight Thousand Dollars
23 and Zero Cents (\$78,000.00) of the Maximum Settlement Amount will be allocated to the
24 resolution of the Aggrieved Employees’ claims arising under PAGA (“PAGA Settlement
25 Amount”). Pursuant to PAGA, Sixty-Five Percent (65%), or Fifty Thousand Seven Hundred
26 Dollars and Zero Cents (\$50,700.00), of the PAGA Settlement Amount will be paid to the
27 California Labor and Workforce Development Agency (“LWDA”), and Thirty-Five Percent
28 (35%), or Twenty-Seven Thousand Three Hundred Dollars and Zero Cents (\$27,300.00),

1 of the PAGA Settlement Amount will be paid to the allegedly Aggrieved Employees, as part
2 of the Net Settlement Amount.

3 30. **“Maximum Settlement Amount”** (“MSA”) means the maximum
4 settlement amount of Seven Hundred Seventy-Seven Thousand Six Hundred Thirty
5 Dollars and Zero Cents (\$777,630.00) to be paid by Defendant in full satisfaction of all
6 claims arising from the Action. The Maximum Settlement Amount shall include all
7 Individual Class Payments to Participating Class Members, Individual PAGA Payments to
8 Aggrieved Employees, the Class Representative Enhancement Payment, Settlement
9 Administration Costs to the Settlement Administrator, the Labor and Workforce
10 Development Agency Payment, and the Class Counsels’ Fees and Costs. The MSA shall *not*
11 include employer-side employer-side payroll, or other, taxes, which Defendant agrees that
12 it is responsible for and are to be paid in addition to the Maximum Settlement Amount.
13 The Maximum Settlement Amount is non-reversionary.

14 31. **“Net Settlement Amount”** means the portion of the Maximum Settlement
15 Amount remaining after deduction of the approved Class Representative Enhancement
16 Payment, Settlement Administration Costs, the PAGA Settlement, and Class Counsels’
17 Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
18 Members.

19 32. **“Notice of Objection”** means a timely written objection to the Settlement
20 Agreement submitted by a Class Member. A Notice of Objection shall be deemed valid if it
21 provides sufficient information to determine the identity of the Class Member and the
22 substance of their objection.

23 33. **“Notice”** means the Notice of Class Action Settlement, substantially in the
24 form attached as **Exhibit A**.

25 34. **“PAGA Period”** shall run from September 25, 2023 to May 5, 2025,
26 inclusive.

27 35. **“PAGA Release Period”** means the period from September 25, 2023 to
28 May 5, 2025, inclusive.

36. **“Participating Class Members”** means all Class Members who do not submit valid and timely Requests for Exclusion.

37. **“Parties”** means Plaintiff and Defendant, collectively.

38. **“Plaintiff”** or **“Named Plaintiff”** or **“Class Representative”** means Estephany Gonzalez Salazar.

39. **“Preliminary Approval”** means the Court order granting preliminary approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

40. **“Final Approval”** means the Court granting final approval of the Settlement and entering final judgement in an order in substantially the same form as the order attached as **Exhibit C**.

41. **“Released Class Claims”** means those claims asserted in the Complaint and First Amended Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods or premium pay in lieu thereof; (4) failure to provide compliant rest periods or premium pay in lieu thereof; (5) failure to provide and maintain compliant and accurate wage statements and records; (6) failure to pay wages when due (both during and at the termination of employment); (7) failure to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. It is the intent of the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all Participating Class Members regarding all of the Released Class Claims. To the extent necessary to empower the Court to approve this Agreement and scope of the Released Class Claims herein, Plaintiff agrees to amend or supplement the First Amended Complaint and/or her PAGA Notice(s). The Release will be

1 conditional until the latter of the Effective Date and full funding of the MSA by Defendant,
2 after which it will become absolute.

3 42. **“Class Release Period”** is the period from September 26, 2020 to May 5,
4 2025, inclusive.

5 43. **“Released PAGA Claims”** means the release of claims for civil penalties
6 under PAGA asserted in Plaintiff’s LWDA letters, or that reasonably could have been
7 asserted based on the factual allegations contained therein. Plaintiff agrees that the
8 predicate violations for civil penalties being released through the PAGA Released Claims
9 shall include and encompass any failure by Defendant to pay minimum, regular, and
10 overtime wages, provide compliant meal and rest periods and associated premiums, timely
11 pay wages during employment, timely pay wages upon termination, provide compliant and
12 accurate wage statements, maintain complete and accurate records, and failure to
13 reimburse necessary business-related expenses and costs. It is the intent of the Parties that
14 the judgment entered by the Court upon Final Approval of the Settlement shall have res
15 judicata and/or collateral estoppel effect and be final and binding upon Plaintiff, the State
16 of California, and all Aggrieved Employees regarding all of the Released PAGA Claims. To
17 the extent necessary to empower the Court to approve this Agreement and scope of the
18 Released PAGA Claims herein, Plaintiff agrees to amend or supplement the First Amended
19 Complaint and/or her PAGA Notice(s). The Released PAGA Claims shall be released
20 through the PAGA Release Period. No Aggrieved Employee may opt out of the PAGA
21 Release and will be bound by this Release regardless of whether they cash their Individual
22 PAGA Payment or request exclusion from the Settlement. The Release will be conditional
23 until the latter of the Effective Date and full funding of the MSA by Defendant, after which
24 it will become absolute.

25 44. **“Released Parties”** shall mean Defendant PNC Management, LLC, as well
26 as and its past and present agents, officers, directors, employees, attorneys, parents,
27 subsidiaries, Defendant’s acquired entities, agents, joint employers, investors,
28 shareholders, and assigns.

1 45. **“Request for Exclusion”** means a timely request submitted by a Class
2 Member indicating a request to be excluded from the Settlement. The Request for
3 Exclusion shall include the Class Members’ name and information needed to be properly
4 identified and indicate the desire to opt out of the settlement. Such information should
5 include the name, address, telephone number, and the last four digits of the Social Security
6 Number of the Class Member requesting exclusion. It must be returned by first class mail
7 or email to the Settlement Administrator at the specified address and be submitted on or
8 before the Response Deadline. For a Request for Exclusion submitted by mail, the date of
9 the postmark on the return mailing envelope will be the exclusive means to determine
10 whether a Request for Exclusion has been timely submitted. For a Request for Exclusion
11 submitted by email, the date the Settlement Administrator received the transmission will
12 be the exclusive means to determine whether a Request for Exclusion has been timely
13 submitted. A Class Member who does not request exclusion from the Settlement will be
14 deemed a Participating Class Member and will be bound by all terms of the Settlement, if
15 the Settlement is granted Final Approval by the Court.

16 46. **“Response Deadline”** means the deadline by which Class Members must
17 postmark to the Settlement Administrator valid Requests for Exclusion, or file and serve
18 objections to the Settlement. The Response Deadline will be 30 calendar days from the
19 initial mailing and/or e-mail transmission of the Notice by the Settlement Administrator,
20 unless that day falls on a Sunday or federal holiday, in which case the Response Deadline
21 will be extended to the next Court day. The Response Deadline for Objections or Requests
22 for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-
23 mailed and/or re-emailed a Notice by the Settlement Administrator, unless the 15th day
24 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended
25 to the next Court day. The Response Deadline may also be extended by agreement between
26 Class Counsel and Defendant or by Order of the Court. Under no circumstances, however,
27 will the Settlement Administrator have the authority to extend the deadline for Class
28 Members to submit a Request for Exclusion, or objection to the Settlement other than as

1 provided herein.

2 47. “**Settlement**” or “**Stipulation**” means the Parties’ agreement to resolve the
3 Action on terms and conditions as set forth in this Settlement Agreement.

4 48. “**Settlement Administrator**” means a third-party class action settlement
5 claims administrator selected by the Parties and approved by the Court for purposes of
6 administering this Settlement. The Parties have selected Phoenix Class Action
7 Administration Solutions. The Parties each represent that they do not have any financial
8 interest in or other relationship with Phoenix that could create a conflict of interest.

9 49. “**Settlement Administration Costs**” means the costs payable from the
10 Maximum Settlement Amount to the Settlement Administrator for administering this
11 Settlement, including, but not limited to, printing, distributing, and tracking documents
12 for this Settlement, calculating estimated amounts per Class Member, tax reporting,
13 distributing the appropriate settlement amounts, and providing necessary reports and
14 declarations, and other duties and responsibilities set forth herein to process this
15 Settlement, and as requested by the Parties. The Settlement Administration Costs will be
16 paid from the Maximum Settlement Amount and shall not exceed \$20,000.00—however,
17 Phoenix has submitted a bid at \$14,900. Plaintiff, Plaintiff’s counsel, Defendant, and
18 Defendant’s counsel shall not bear any responsibility for errors or omissions in the
19 calculation or distribution of the settlement payments or development of the list of
20 recipients of settlement payments or any increase in the fees of the Settlement
21 Administrator that may result from such errors or omissions.

22 50. “**Workweeks**” means the number of weeks worked by each Class Member
23 as a non-exempt employee during the Class Period. Workweeks are determined by
24 calculating the number of days each Class Member worked during the Class Period and
25 dividing by five (5). Partial workweeks will not be counted, meaning incomplete
26 workweeks will be rounded down; however, a Class Member who worked only one day
27 during the Class Period will be credited with having worked one Workweek for purposes
28 of the Settlement.

CLASS CERTIFICATION

51. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. If the Settlement is not approved by the Court, Defendant retains all rights and opportunities to contest class certification on all issues in the Action. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant had a common policy and/or practice of requiring Class Members to remain under Defendant's control and direction while off-the-clock;

ii. Whether Defendant was required to pay Class Members at least minimum wages for all time spent under its control and direction;

iii. Whether Defendant paid Class Members all owed minimum wages;

iv. Whether Defendant's policies and/or practices required Class Members to work over eight hours per day or over forty hours per week without being paid all legally required overtime compensation;

v. Whether Defendant unlawfully and/or willfully failed to compensate Class Members required overtime wages;

vi. Whether Defendant has a common policy and/or practice of authorizing compliant meal periods to all non-exempt employees;

vii. Whether Defendant has a common policy and/or practice of permitting compliant rest periods to all non-exempt employees;

viii. Whether Defendant has a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

ix. Whether Defendant unlawfully and/or willfully deprived Class

Members of compliant, off-duty meal and/or rest periods;

x. Whether Defendant paid Class Members all required premium wages for non-compliant meal and/or rest periods;

xi. Whether Defendant has a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

xii. Whether Defendant unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

xiii. Whether Defendant has a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned by Class Members;

xiv. Whether Defendant unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned by Class Members;

xv. Whether Defendant has a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

xvi. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;

xvii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law; and

xviii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by treating Plaintiff and Class Members unfairly by depriving them of rest and/or meal periods, failing to provide them with compensation in lieu of meal and/or rest periods, failing to compensate them for all wages earned, failing to pay wages upon termination, and failing to furnish accurate and timely itemized wage statements upon payment of wages.

c. That the Class Representative's claims are typical of the claims of the

members of the Settlement Class.

d. That the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

e. That the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. That questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

g. The Parties agree that this stipulation regarding class certification is for the sole purpose of facilitating settlement approval. Should the Court ultimately deny settlement approval, the Parties agree that Defendant maintains and has the right to contend that class certification, for all the issues enumerated herein, is improper based upon all defenses available to Defendant prior to execution of this Stipulation.

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree, subject to the Court's approval, as follows:

52. Funding of the Maximum Settlement Amount. Within seven (7) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendant. Defendant will make the required deposit of the Maximum Settlement Amount in the amount of \$777,630.00 for full and final settlement of this Action in two equal installments.

53. The first installment of shall be paid within 30 calendar days of the Effective Date. The second installment shall be paid 180 calendar days after the date of the first

1 installment.

2 54. In paying the MSA, Defendant shall receive a setoff credit for funds paid to
3 employees as a result of the Direct Settlement Program, which Defendant represents, that
4 to the best of its knowledge, is Sixty-Six Thousand Five Hundred and Seventy-Four Dollars
5 and Zero Cents (\$66,574.00) ("Setoff Amount"). Thus, the Setoff Amount shall be
6 deducted from and count as payment against the MSA. Therefore, Defendant's financial
7 obligations in relation to this Agreement shall be limited to funding the MSA in the amount
8 of Seven Hundred and Eleven Thousand Fifty Six Dollars and Zero Cents (\$711,056.00)
9 ("Remainder Amount") (or an alternative amount if the Setoff Amount is determined to be
10 greater or less than \$66,574.00) in two equal installments of Three Hundred and Fifty-
11 Five Thousand Five Hundred and Twenty Eight Dollars and Zero Cents (\$355,528.00).
12 Defendant shall also pay payroll taxes in addition to this amount.

13 55. Timing of Disbursements. Within seven (7) calendar days following receipt
14 of the first installment of the Remainder Amount, to the extent sufficient funds exist, the
15 Settlement Administrator shall, subject to Court approval, issue the following (partial)
16 payment to: (a) Class Counsel for one-half (1/2) of the Class Counsels' Fees and Costs; and
17 (b) one-half of the Participating Class Members individual payments. Within seven (7)
18 days following receipt of the second installment and full funding of the Remainder
19 Amount, approximately 210 days after final approval, which shall be deemed to fully satisfy
20 the Maximum Settlement Amount, the Settlement Administrator shall, issue payments to:
21 (a) Participating Class Members (for the remaining 50% of their individual payments); (b)
22 the Labor and Workforce Development Agency (in full); (c) the Settlement Administrator;
23 (d) the Representative's incentive award (in full); (e) Class Counsel for one-half (1/2) of
24 the Class Counsels' Fees and Costs; and (f) to the Aggrieved Employees (in full).

25 56. Class Counsels' Fees and Costs. Defendant agrees not to oppose or impede
26 any application or motion by Class Counsel for Class Counsels' Fees and Costs of up to one-
27 third of the Maximum Settlement Amount, or \$259,210.00, plus the reimbursement of
28 actual reasonable costs and expenses incurred in connection with Class Counsels' litigation

1 and settlement of the Action, up to Thirty Thousand Dollars and Zero Cents (\$30,000),
2 both of which will be paid from the Maximum Settlement Amount.² In the event the Court
3 reduces or does not approve the Class Counsel's Fees and Costs as requested, neither
4 Plaintiff nor Plaintiff's Counsel shall have the right to revoke this Settlement. Instead, it
5 shall remain binding.

6 57. Class Representative Enhancement Payment. In recognition of her efforts
7 and work in prosecuting the Action on behalf of Class Members and the Aggrieved
8 Employees and in negotiating the Settlement, Defendant agrees not to oppose or impede
9 any application or motion for a Class Representative Enhancement Payment Named
10 Plaintiff of up to a total of \$10,000, subject to the Court's approval. The Class
11 Representative Enhancement Payment, which will be paid from the Maximum Settlement
12 Amount, is in addition to the payment to which she is entitled to as Settlement Class
13 Member or is entitled to as part of Plaintiff's Individual Class Payment. In the event the
14 Court reduces or does not approve the Class Representative Enhancement Payment as
15 requested, neither Plaintiff nor Plaintiff's Counsel shall have the right to revoke this
16 Settlement. Instead, it shall remain binding.

17 58. Settlement Administration Costs. The Settlement Administrator will be paid
18 for the reasonable costs of administration of the Settlement and distribution of payments
19 from the Maximum Settlement Amount, which is capped at no more than \$20,000.00.
20 These costs, which will be paid from the Maximum Settlement Amount, will include, for
21 instance, costs incurred for the required tax reporting on the Individual Class Payments,
22 the issuing of W-2 and 1099 IRS Forms, distributing the Notice by mail and/or e-mail,
23 calculating Class Members' workweeks, and calculating and distributing the Maximum
24 Settlement Amount and Class Counsels' Fees and Costs, and providing necessary reports
25 and declarations.

27 ² For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum
28 Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees
up to one-third of the increased Maximum Settlement Amount.

1 59. Labor and Workforce Development Agency Payment. Subject to Court
2 approval, the Parties agree that the amount of Seventy-Eight Thousand Dollars and Zero
3 Cents (\$78,000.00) of the Maximum Settlement Amount will be allocated to the resolution
4 of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement Amount").
5 Pursuant to PAGA, Sixty-Five Percent (65%), or Fifty Thousand Seven Hundred Dollars
6 and Zero Cents (\$50,700.00), of the PAGA Settlement Amount will be paid to the
7 California Labor and Workforce Development Agency ("LWDA"), and Thirty-Five Percent
8 (35%), or Twenty-Seven Thousand Three Hundred Dollars and Zero Cents (\$27,300.00),
9 will be distributed to allegedly Aggrieved Employees. Class Counsel shall be responsible
10 for giving any required notice of this Settlement to the LWDA.

11 60. Settlement Administration Cost Decreases. Any portion of the estimated or
12 designated Settlement Administration Costs which are not required to fulfill the total
13 Settlement Administration Costs will become part of the Net Settlement Amount.

14 61. Individual Class Payment and Individual PAGA Payment Calculations.
15 Individual Class Payments will be calculated and apportioned from the Net Settlement
16 Amount based on the Workweeks a Participating Class Member worked during the Class
17 Period. Individual PAGA Payments will be separately calculated and apportioned from the
18 portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of
19 Individual Class Payments and Individual PAGA Payments will be made as follows:

20 a. The Settlement Administrator will calculate the number of
21 Workweeks per Participating Class Member during the Class Period based on
22 records in Defendant's possession, custody, or control.³ Workweeks are determined
23 by identifying each week an employee actually worked based on Defendant's
24 timekeeping and/or payroll data. A Class Member who worked only one day during
25

26 ³ Defendant's Workweek data will be presumed to be correct unless a particular Class
27 Member proves otherwise to the Settlement Administrator by credible written evidence.
28 All Workweek disputes will be resolved and decided by the Settlement Administrator in
consultation with Class Counsel and counsel for Defendant. The Settlement
Administrator's decision on all Workweek disputes will be final and non-appealable.

1 the Class Period will be credited with having worked one Workweek for purposes of
2 the Settlement. Partial workweeks will not be counted, meaning incomplete
3 workweeks will be rounded down.

4 b. The Settlement Administrator will calculate the total Workweeks for
5 all Settlement Class Members by adding the number of Workweeks worked by each
6 Settlement Class Member during the Class Period.

7 c. The respective Workweeks for each Settlement Class Member will be
8 divided by the total Workweeks for each Settlement Class Member, resulting in the
9 Payment Ratio for each Settlement Class Member.

10 d. Each Settlement Class Member's Payment Ratio will then be
11 multiplied by the Net Settlement Amount to calculate each Settlement Class
12 Member's estimated Individual Class Payments.

13 e. Using the Class Data, the Settlement Administrator will calculate the
14 total number of pay periods in the PAGA Period and will divide each Aggrieved
15 Employees' individual number of eligible pay periods in the PAGA Period to
16 determine their pro rata portion of the portion of the PAGA payment allocated to
17 Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete
18 pay periods will be rounded down; however, an Aggrieved Employee who worked
19 only one day during the PAGA Period will be credited with having worked one pay
20 period for purposes of the Settlement.

21 62. Limited Confidentiality. The Parties agree not to issue press releases,
22 communicate with, or respond to, any media or publication entities concerning the
23 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
24 underlying the Settlement prior to final approval and Entry of Judgment, except as
25 required by law or as shall be contractually required to effectuate the terms of the
26 Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from
27 discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
28 Class Members and/or (ii) in court filings, including in their respective firm resumes,

1 and/or (iii) in all necessary motions and supporting memoranda related to preliminary
2 and final approval of the Settlement or for other class action settlements. This provision
3 also does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from
4 posting a neutral description of publicly available facts regarding the Settlement, provided
5 that such posting does not expressly identify Defendant by name.

6 63. Class Member Communications. Defendant will instruct its officers,
7 directors, and exempt managers that, should they be contacted by Class Members or
8 persons who believe they may be Class Members in relation to this Agreement, such
9 officers, directors, and exempt managers should make no comment except those necessary
10 to direct the employees to the Settlement Administrator and the Class Notice. Defendant
11 agrees not to discourage or prevent Class Members from exercising any of their rights or
12 obligations pursuant to this Agreement. At no time will any of the Parties or their counsel
13 take any action to encourage, support, require, or induce Class Members to object to the
14 Settlement Agreement, opt-out from the Settlement, or appeal from the Order and
15 Judgment. This includes requiring or asking Class Members to sign any arbitration
16 agreements that purport or could be read to limit a Class Member's right to participate in
17 this Settlement prior to Entry of Judgment and disbursement of the MSA. To be clear,
18 nothing in this Paragraph shall be construed as prohibiting Defendant from entering into
19 arbitration agreements with any of its current employees except that any such agreements
20 will not apply to this Action or the Settlement.

21 64. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
22 Payments to Participating Class Members shall be deemed to be paid to such Participating
23 Class Members solely in the year in which such payments are received by the Participating
24 Class Members. It is expressly understood and agreed that the receipt of such Individual
25 Class Payments will not entitle any Participating Class Member to additional
26 compensation or benefits, including but not limited to compensation or benefits under any
27 company bonus, commission, or other compensation or benefit plan or agreement in place
28 during the period covered by the Settlement, nor will it entitle any Participating Class

1 Member to any increased retirement, 401K benefits or matching benefits, or deferred
2 compensation benefits. It is the intent of the Parties to this Settlement that the Individual
3 Class Payments provided for in this Settlement are the sole payments to be made by
4 Defendant to the Participating Class Members, and that the Participating Class Members
5 are not entitled to any new or additional compensation or benefits as a result of having
6 received the Individual Settlement Payments (notwithstanding any contrary language or
7 agreement in any benefit or compensation plan document that might have been in effect
8 during the period covered by this Settlement).

9 65. Settlement Administration Process. The Parties agree to cooperate in the
10 administration of the Settlement and to make all reasonable efforts to control and
11 minimize the costs and expenses incurred in administration of the Settlement.

12 66. Delivery of the Class List. Within ten (10) calendar days of Preliminary
13 Approval, Defendant will provide the Class List to the Settlement Administrator.

14 67. Notice by First-Class U.S. Mail and Email. Within five (5) business days
15 following receipt of the Class List, the Settlement Administrator will mail and email, where
16 email addresses are available, a Notice, substantially in the form attached hereto as
17 **Exhibit A**, to all Class Members via regular First-Class U.S. Mail and Email, using the
18 most current, known mailing and, where available, email addresses identified in the Class
19 List. Each Notice will provide: (a) information regarding the nature of the Action; (b) a
20 summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each
21 Class Member's estimated Individual Class Payment and the formula for calculating
22 Individual Class Payments; (e) the dates which comprise the Class Period; (f) instructions
23 on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which
24 the Class Member must submit electronically or postmark Requests for Exclusions or file
25 and serve objections to the Settlement; (h) the claims to be released, as set forth herein;
26 and (i) the date for the Final Approval Hearing. The Settlement Administrator will also
27 create a website that lists key deadlines and has links to the Notice, preliminary approval
28 order, and motions for preliminary and final approval and for attorneys' fees, and this

1 Stipulation.

2 68. Confirmation of Contact Information in the Class Lists. Prior to
3 dissemination of the Notice, via mail and/or email, where available, the Settlement
4 Administrator will perform a search based on the National Change of Address Database
5 for information to update and correct for any known or identifiable address changes. The
6 Settlement Administrator will also utilize available email addresses, where available, to
7 provide Notice by email. Any Notices returned to the Settlement Administrator as non-
8 deliverable on or before the Response Deadline will be sent within five (5) business days
9 of receipt, via regular First-Class U.S. Mail to the forwarding address affixed thereto and
10 the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
11 forwarding address is provided, the Settlement Administrator will promptly attempt to
12 determine the correct address using a skip-trace, or other search using the name, address
13 and/or Social Security number of the Class Member involved and will then perform a
14 single re-mailing. Those Class Members who receive a re-mailed Notice, whether by skip-
15 trace or by request, will have between the later of: (a) an additional fifteen (15) calendar
16 days; or (b) the Response Deadline to submit electronically or postmark a Request for
17 Exclusion, or file and serve an objection to the Settlement.

18 69. The Settlement Administrator shall exercise its best judgment to determine
19 the current mailing and, where available, email address for each Class Member. The
20 addresses identified by the Settlement Administrator as the current mailing address, and
21 where available, email address shall be presumed to be the best contact information for
22 each Class Member.

23 70. Disputed Information on Notices. Class Members and Aggrieved Employees
24 will have an opportunity to dispute the information provided in their Notice. To the extent
25 Class Members/Aggrieved Employees dispute the number of weeks he/she worked during
26 the Class Period or PAGA Period, or the amount of their Individual Class Payment or
27 Individual PAGA Payment, Class Members may produce evidence to the Settlement
28 Administrator showing that such information is inaccurate. Any disputes, along with

1 supporting documentation, must be submitted electronically, fax, or postmarked on or
2 before the Response Deadline. Absent evidence rebutting Defendant's records,
3 Defendant's records will be presumed determinative. However, if a Class Member or
4 Aggrieved Employee produces evidence to the contrary, the Settlement Administrator will
5 evaluate the evidence submitted by the Class Member/Aggrieved Employee in consultation
6 with Class Counsel and counsel for Defendant and will make the final decision as to the
7 Individual Class Payment/Individual PAGA Payment to which the Class
8 Member/Aggrieved Employee may be entitled with input from Class and Defense Counsel.
9 This determination shall be binding on the Class Member and Aggrieved Employee. The
10 Settlement Administrator shall notify the Class Member or Aggrieved Employee of its final
11 determination regarding any dispute.

12 71. Request for Exclusion Procedures. Any Class Member wishing to opt-out
13 from the Settlement Agreement must sign and submit electronically a postmark a written
14 Request for Exclusion to the Settlement Administrator within the Response Deadline. For
15 Requests for exclusions submitted by mail, the date of the postmark on the return mailing
16 envelope will be the exclusive means to determine whether a Request for Exclusion has
17 been timely submitted. For Requests for exclusions submitted by email, the date of receipt
18 of the electronic submission by the Settlement Administrator will be the exclusive means
19 to determine whether a Request for Exclusion has been timely submitted. All Requests for
20 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to
21 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
22 submitted. Any Class Member who submits a Request for Exclusion shall be prohibited
23 from objecting to the Settlement Agreement.

24 72. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
25 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a
26 timely and valid Request for Exclusion will be bound by all of the terms of the Settlement
27 Agreement, including those pertaining to the Released Class Claims, as well as any
28 Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

1 73. Objection Procedures. To object to the Settlement Agreement, a Class
2 Member must submit a written Notice of Objection to the Settlement Administrator via
3 mail or email, where available, on or before the Response Deadline. The Settlement
4 Administrator shall, within five (5) business days of receipt, provide copies of any
5 objections received to Class Counsel, Defendants' Counsel, and the Court. The Notice of
6 Objection shall be signed by the Class Member and contain all information required by
7 this Settlement Agreement. Class Members may also raise objections orally at the Final
8 Fairness and Approval hearing, whether or not they previously submitted a valid Notice of
9 Objection. At no time will any of the Parties or their counsel take any action to encourage,
10 support, or induce Class Members to object to the Settlement Agreement, opt-out from the
11 Settlement, or appeal from the Order and Judgment. Class Counsel will not represent any
12 Class Members with respect to any such objections to this Settlement. Class Members may
13 also object to the Settlement by appearing at the hearing on the Motion for Final Approval.

14 74. Certification Reports Regarding Individual Class Payment Calculations. The
15 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly
16 report which certifies: (a) the number of Class Members who have submitted valid
17 Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to
18 any information contained in their Notice. Additionally, the Settlement Administrator will
19 provide to counsel for both Parties any updated reports regarding the administration of
20 the Settlement Agreement as needed or requested. No later than 30 days prior to the
21 deadline for Class Counsel to file its motion in support of the Final Approval and Fairness
22 Hearing, the Settlement Administrator will compile and deliver to Class Counsel and
23 Defense Counsel a declaration with summary information of the Notice process, including
24 but not limited to: (a) the total amount of final Individual Class Payments of each
25 Settlement Class Member; (b) the number of Settlement Class Members to receive such
26 payments; (c) the final number of requests for exclusion/opt-outs requests and objections;
27 (d) the Settlement Administrator's qualifications for administration; and (e) an
28 explanation of the steps taken to implement the Notice process as set forth in this

1 Agreement. The Settlement Administrator will also provide a copy of each opt-out request
2 and objection, authenticate those documents, and provide all necessary details as
3 requested by Counsel regarding the timing and handling of any opt-out requests and
4 objections.

5 75. Uncashed Settlement Checks. Any checks issued by the Settlement
6 Administrator to Participating Class Members will be negotiable for 180 calendar days
7 from the date the check was issued (the "Void Date"). For any Class Member whose
8 Individual Class Payment check or Individual PAGA Payment check is uncashed and
9 cancelled after the Void Date, the Administrator shall transmit the funds to the California
10 Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.

11 76. Certification of Completion. Upon completion of administration of the
12 Settlement, the Settlement Administrator will provide a written declaration under oath to
13 certify such completion to the Court and counsel for all Parties.

14 77. Treatment of Individual Class Payments and Individual PAGA Payments.
15 Individual Class Payments will be allocated as follows: of each Individual Class Payment,
16 20% will be allocated as alleged unpaid wages and 80% will be allocated as alleged unpaid
17 civil penalties. The percentage of each Individual Class Payment allocated as wages will be
18 reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage
19 of each payment shall be allocated as interest, penalties, and reimbursement, and will be
20 reported on an IRS Form-1099 by the Settlement Administrator. All Individual PAGA
21 Payments will be allocated as alleged penalties and will be reported on an IRS Form-1099
22 by the Settlement Administrator.

23 78. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,
25 Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be
26 required by law for all amounts paid pursuant to this Agreement.

27 79. Tax Liability. The Parties acknowledge that no tax advice has been offered or
28 given by any other Party, their attorneys, agents, or any other representatives, in the course

1 of these negotiations, and that each Party is relying upon the advice of his/its own tax
2 consultant with regard to any tax consequences that may arise as a result of the execution
3 of this Agreement. The Class Representative and Class Counsel acknowledge that they may
4 be required to submit a Form W-9, and the Class Representative, Class Members, and
5 Class Counsel acknowledge that the Settlement Administrator may be required to issue a
6 Form 1099 or other tax form reporting the consideration flowing to the Class
7 Representative, Class Members, and Class Counsel under this agreement to the Internal
8 Revenue Services and/or other taxing authority. Nothing herein shall obligate the Class
9 Representative, Class Members, and Class Counsel to pay, indemnify, or otherwise assume
10 responsibility for any taxes that would be owed by Defendant in the first instance or as a
11 result of any re-classification of the treatment of the payments, such as, for example,
12 employer-side payroll contributions.

13 80. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
16 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
18 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
19 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
21 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
22 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
23 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
24 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
25 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
27 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY

1 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
4 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
5 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.

9 81. No Prior Assignments. The Parties and their counsel represent, covenant,
10 and warrant that they have not directly or indirectly assigned, transferred, encumbered,
11 or purported to assign, transfer, or encumber to any person or entity any portion of any
12 liability, claim, demand, action, cause of action, or right herein released and discharged.

13 82. Release of Claims by Class Members. As of the Effective Date *and* full funding
14 of the MSA by Defendant, the Settlement Class and Participating Class Members fully
15 release and discharge the Released Parties for the Released Class Claims for the Class
16 Release Period. Participating Class Members will be deemed to have acknowledged and
17 agreed that their claims for wages and penalties in the Action are disputed, and that
18 Individual Class Payments constitute payment of all sums allegedly due. Participating
19 Class Members will be deemed to have acknowledged and agreed that California Labor
20 Code Section 206.5 is not applicable to the Individual Class Payment.

21 83. Release of Claims by Aggrieved Employees and State. As of the Effective Date
22 *and* full funding of the MSA by Defendant, the Aggrieved Employees and State of
23 California fully release and discharge the Released Parties for the Released PAGA Claims
24 for the PAGA Release Period.

25 84. Release of Claims by Plaintiff. As of the Effective Date and full funding of the
26 MSA by Defendant, except as prohibited by law, Plaintiff fully releases and discharges the
27 Released Parties from any and all claims she has or may have against them at this time and
28 waives any and all rights she has or may have under California Civil Code § 1542. Plaintiff

1 represents and warrants that she is less than 40 years of age. Plaintiff understands that
2 this release includes known and unknown claims and that she is, as a result, waiving all
3 right and benefits afforded by Section 1542 of the California Civil Code. More specifically,
4 Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that
5 occurred through the date she enters into this Agreement, including all claims that were,
6 or reasonably could have been, alleged, based on the facts contained in the Action.
7 Furthermore, Plaintiff discharges Released Parties from any and all claims that accrued at
8 any point prior to entering into this Agreement under the Fair Employment and Housing
9 Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California
10 Labor Code, and all equivalent claims under federal law (collectively, the releases set forth
11 above are "Plaintiff's Individual Released Claims"). Plaintiff's Release does not extend to
12 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
13 unemployment benefits, disability benefits, social security benefits, or workers'
14 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may
15 discover facts or law different from, or in addition to, the facts or law that Plaintiff now
16 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
17 remain effective in all respects, notwithstanding such different or additional facts or
18 Plaintiff's discovery of them.

- 19 a. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
20 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
21 the provisions, rights, and benefits, if any, of section 1542 of the California
22 Civil Code, which reads: **A general release does not extend to claims**
23 **that the creditor or releasing party does not know or suspect to**
24 **exist in his or her favor at the time of executing the release, and**
25 **that if known by him or her would have materially affected his**
26 **or her settlement with the debtor or Released Party.**

27 85. Duties of the Parties Prior to Court Approval. The Parties shall promptly
28 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for

Preliminary Approval and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order for:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including but not limited to, payment of Class Counsels' fees and costs, and the Class Representative Enhancement Payment, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Preliminarily Certifying a Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail, and email, where available, to the Class Members; and

f. Giving Preliminary Approval to Settlement subject to final review by the Court.

86. Duties of the Parties Following Preliminary Court Approval. Following Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the Class, Class Counsel will submit a proposed final order of approval and judgment for:

a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approval of Class Counsels' application for an award of attorneys' fees and costs;

c. Approval of the Class Representative Enhancement Payment to the Class Representative;

d. Approval of the Settlement Administration Costs of the Settlement Administrator; and

e. That judgment be entered in the Action.

1 87. Rescission of Settlement Agreement (by Defendant). If more than ten percent
2 (10%) of the Class Members opt-out of the Settlement by submitting Requests for
3 Exclusion, Defendant may, at their option, rescind and void the Settlement and all actions
4 taken in furtherance of it will thereby be null and void. Defendant must exercise this right
5 of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the
6 Settlement Administrator notifies the Parties of the total number of Requests for Exclusion
7 received by the Response Deadline. If the option to rescind is exercised, Defendant shall
8 be solely responsible for all costs of the Settlement Administrator accrued to that point.

9 88. Escalator Clause. Defendant has represented that there are 520 Class
10 Members who worked an estimated 25,921 workweeks during the Class Period. Plaintiff
11 has relied upon these material representations in entering into this MOA. Should the total
12 number of workweeks be determined to exceed that amount by more than 10%, the MSA
13 shall increase by \$30 per additional workweek in excess of that 10% threshold.

14 89. Adjustments to Components of Maximum Settlement Amount. This
15 Agreement contemplates those future adjustments to the amounts of components of the
16 Maximum Settlement Amount listed above may be necessary and/or may be ordered by
17 the Court. Any such future adjustments shall be made only by written stipulation of the
18 Parties or by an order of the Court. For the avoidance of doubt, this Paragraph does not
19 apply to the Escalator Clause above, and modifications to this Settlement and the Notice
20 shall be implemented upon the Escalator Clause triggering without the need for a written
21 stipulation or Court Order.

22 90. Nullification of Settlement Agreement. In the event that: (a) the Court does
23 not issue final approval of the Settlement as provided herein; or (b) the Settlement does
24 not become final for any other reason, then this Settlement Agreement, and any documents
25 generated to bring it into effect, will be null and void. Any order or judgment entered by
26 the Court in furtherance of this Settlement Agreement will likewise be treated as void from
27 the beginning (including, e.g., certification of a Settlement Class). In such event, if the
28 Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for

1 all Settlement Administration costs incurred.

2 91. Preliminary Approval Hearing. The Court has set a hearing date of May 1,
3 2026, for Plaintiff's Motion for the Preliminary Approval of the Settlement Agreement,
4 and the entry of a Preliminary Approval Order for: (a) conditional certification of the
5 Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed
6 Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness
7 Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class
8 Members as specified herein. In conjunction with the Preliminary Approval hearing,
9 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
10 Settlement, and will include the proposed Notice; *i.e.*, the proposed Notice of Class Action
11 Settlement document, attached as **Exhibit A**. Class Counsel will be responsible for
12 drafting all documents necessary to obtain Preliminary Approval, which shall be provided
13 to Defendant's Counsel for review and comment. Defendant agrees not to oppose the
14 Motion for Preliminary Approval to the extent it is consistent with the provisions of this
15 Agreement.

16 92. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
17 of the deadlines for Class Members to submit Requests for Exclusion, or objections to the
18 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
19 Fairness Hearing will be conducted to determine the Final Approval of the Settlement
20 Agreement along with the amounts properly payable for: (a) Individual Class Payments;
21 (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency
22 Payment; (d) the Class Counsels' Fees and Costs; (e) the Class Representative
23 Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Defendant's
24 share of payroll taxes for wages paid in connection with the Individual Class Payments.
25 Class Counsel will be responsible for drafting all documents necessary to obtain Final
26 Approval, including responding to any objections and appeals arising therefrom. Class
27 Counsel will also draft the attorneys' fees and costs application to be heard at the Final
28 Approval hearing. Defendant agrees not to oppose the Motion for Final Approval to the

1 extent it is consistent with this Agreement.

2 93. Termination of Settlement. Subject to the obligation(s) of cooperation set
3 forth herein, any Party may terminate this Settlement if the Court declines to enter the
4 Preliminary Approval Order, the Final Approval Order, or final judgment in substantially
5 the form submitted by the Parties, or the Settlement Agreement as agreed does not become
6 final because of appellate court action. The Terminating Party shall give to all other Parties
7 (through his/its counsel) written notice of his/its decision to terminate this Agreement no
8 later than ten (10) business days after receiving notice that one of the enumerated events
9 has occurred. Termination of this Agreement shall have the following effects:

10 a. The Settlement Agreement shall be terminated and shall have no force or
11 effect, and no Party shall be bound by any of its terms;

12 b. In the event the Settlement is terminated, Defendant shall have no obligation
13 to make any payments to any Party, Class Member or Class Counsel. The Terminating
14 Party shall pay the Settlement Administrator for services rendered up to the date the
15 Settlement Administrator is notified that the Settlement has been terminated;

16 c. The Settlement Agreement and all negotiations, statements, and proceedings
17 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom
18 shall be restored to their respective positions in the Action prior to the Settlement.

19 94. Judgment and Continued Jurisdiction. Upon Final Approval of the
20 Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the
21 Parties will present the Judgment pursuant to California Code of Civil Procedure section
22 664.6 to the Court for its approval. After entry of the Judgment, the Court will have
23 continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement
24 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
25 Judgment matters as may be appropriate under court rules or as set forth in this
26 Agreement.

27 95. Exhibits Incorporated by Reference. The terms of this Agreement include the
28 terms set forth in any attached Exhibits, which are incorporated by this reference as

1 though fully set forth herein. Any Exhibits to this Agreement are an integral part of the
2 Settlement.

3 96. Entire Agreement. This Settlement Agreement, the general release of all
4 claims by the Class Representative, and any attached Exhibits constitute the entirety of the
5 Parties' settlement terms. No other prior or contemporaneous written or oral agreements
6 may be deemed binding on the Parties. The Parties expressly recognize California Civil
7 Code §1625 and California Code of Civil Procedure § 1856(a), which provide that a written
8 agreement is to be construed according to its terms and may not be varied or contradicted
9 by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
10 representations or terms will modify, vary, or contradict the terms of this Agreement.

11 97. Amendment or Modification. This Settlement Agreement may be amended
12 or modified only by a written instrument signed by the named Parties or their successors-
13 in-interest.

14 98. Authorization to Enter into Settlement Agreement. Counsel for all Parties
15 warrant and represent they are expressly authorized by the Parties whom they represent
16 to negotiate this Settlement Agreement and to take all appropriate action required or
17 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
18 its terms and to execute any other documents required to effectuate the terms of this
19 Settlement Agreement. The Parties and their counsel will cooperate with each other and
20 use their best efforts to effectuate the implementation of the Settlement. If the Parties are
21 unable to reach agreement on the form or content of any document needed to implement
22 the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to
24 resolve such disagreement.

25 99. Signatories. It is agreed for the purposes of this Settlement Agreement only
26 that because the members of the Class are so numerous, it is impossible or impractical to
27 have each member of the Class execute this Settlement Agreement. The Notice, attached
28 hereto as Exhibit A, will advise all Class Members of the binding nature of the release,

1 and the release shall have the same force and effect as if this Settlement Agreement were
2 executed by each member of the Class.

3 100. Binding on Successors and Assigns. This Settlement Agreement will be
4 binding upon, and inure to the benefit of, the successors or assigns of the Parties and
5 Released Parties hereto, as previously defined.

6 101. California Law Governs. All terms of this Settlement Agreement and Exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 102. Execution and Counterparts. This Settlement Agreement is subject only to
9 the execution of all Parties. The Agreement may be executed in one or more counterparts
10 either by ink or electronic signature. All executed counterparts and each of them, including
11 electronic, facsimile, and scanned copies of the signature page, will be deemed to be one
12 and the same instrument.

13 103. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
14 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
15 Action. The Parties further agree that they have arrived at this Settlement after arm's-
16 length negotiations and in the context of adversarial litigation, taking into account all
17 relevant factors, present and potential. The Parties further agree that they and their
18 respective counsel have conducted informal discovery, including but not limited to per-
19 shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and
20 that the investigation conducted by the Parties was sufficient to satisfy the criteria for court
21 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801
22 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
23 ("*Dunk/Kullar*"). The Parties further acknowledge that they are each represented by
24 competent counsel and that they have had an opportunity to consult with their counsel
25 regarding the fairness and reasonableness of this Agreement.

26 104. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the
28 fullest extent possible consistent with applicable precedents so as to define all provisions

1 of this Settlement Agreement valid and enforceable.

2 105. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign
3 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by
4 the terms herein. For good and valuable consideration, Plaintiff further agrees that she will
5 not request to be excluded from the Settlement Agreement, nor object to any terms herein,
6 except as stipulated by the Parties in regard to her individual claims.

7 106. Waiver of Certain Appeals. The Parties agree to waive appeals and to
8 stipulate to class certification for purposes of this Settlement only; except, however, that
9 Plaintiff or Class Counsel may appeal any reduction in the Class Counsels' Fees and Costs
10 below the amount requested from the Court but must inform Defense Counsel and the
11 Class Administrator of any intent to appeal prior to the distribution of any funds from the
12 Class Administrator to any Settlement Class Members or any other Parties.

13 107. Non-Admission of Liability. The Parties enter into this Agreement to resolve
14 the dispute that has arisen between them and to avoid the burden, expense, and risk of
15 continued litigation. In entering into this Agreement, Defendant does not admit, and
16 specifically denies, it has violated any federal, state, or local law; violated any regulations
17 or guidelines promulgated pursuant to any statute or any other applicable laws,
18 regulations, or legal requirements; breached any contract; violated or breached any duty;
19 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
20 with respect to its employees. Neither this Agreement, nor any of its terms or provisions,
21 nor any of the negotiations connected with it, shall be construed as an admission or
22 concession by Defendant of any such violations or failures to comply with any applicable
23 law. The Parties agree that there exists a bona fide dispute as to whether any compensation
24 is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so, the
25 amount thereof, and no legal determinations have been made with respect to the legal
26 claims bought in the Action and resolved in this Settlement. Except as necessary in a
27 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
28 provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission on the part of Defendant or to establish the existence
2 of any condition constituting a violation of, or a non-compliance with, federal, state, local,
3 or other applicable law.

4 108. Captions. The captions and section numbers in this Agreement are inserted
5 for the reader's convenience, and in no way define, limit, construe, or describe the scope
6 or intent of the provisions of this Agreement.

7 109. Waiver. No waiver of any condition or covenant contained in this Agreement
8 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
9 imply or constitute a further waiver by such Party of the same or any other condition,
10 covenant, right, or remedy.

11 110. Enforcement Actions. In the event that one or more of the Parties institute
12 any legal action, motion, petition, or other proceeding against any other Party or Parties
13 to enforce the provisions of this Settlement or to declare rights and/or obligations under
14 this Settlement, the successful Party or Parties will be entitled to recover from the
15 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
16 fees incurred.

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

23 112. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this
25 Agreement, and that this Agreement has been executed with the consent and advice of
26 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent
27 that there are no liens on the Settlement Agreement.

28 113. All Terms Subject to Final Court Approval. All amounts and procedures

described in this Settlement Agreement herein will be subject to the Court's Final Approval.

114. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Elliot J. Siegel (Bar No. 286798)

elliott@kingsiegel.com

Julian Burns King (Bar No. 298617)

julian@kingsiegel.com

KING & SIEGEL LLP

724 South Spring Street, Suite 201

Los Angeles, California 90014

tel: (213) 465-4802

Navid Barahmand, Esq. (Bar No. 340934)

BARAHMAND LAW GROUP

navid@barahmandlaw.com

23801 Calabasas Road, Suite 2034

Calabasas, California 91302

tel: (818) 574-3355

To Defendant:

Jonathan Riddell (SBN 225004)

jriddell@delfinomadden.com

Tiffany B. Tello (SBN 341625)

ttello@delfinomadden.com

DELFINO MADDEN O'MALLEY

COYLE & KOEWLER LLP

500 Capitol Mall, Suite 1550

Sacramento, CA 95814

Telephone: (916) 661-5700

Facsimile: (916) 661-5701

115. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

116. Binding Agreement. The Parties warrant that: 1) they understand and have

1 full authority to enter into this Agreement; 2) they intend that this Agreement will be fully
2 enforceable and binding on all Parties; and 3) agree that it will be admissible and subject
3 to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
4 confidentiality provisions that otherwise might apply under federal or state law.

5 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed
6 this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the
7 date(s) set forth below:

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Estephany Gonzalez Salazar

Dated: 05/01/26


Estephany Gonzalez-Salazar (May 1, 2026 14:42:58 PDT)

Estephany Gonzalez Salazar

DEFENDANT: PNC Management, LLC

Dated: _____

By: _____
Its: _____

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Estephany Gonzalez Salazar

Dated: _____

Estephany Gonzalez Salazar

DEFENDANT: PNC Management, LLC

Dated: 5/4/2026 _____

Signed by:
By: Rhea Koziatek
Its: 8DE41879F02241D...
Chief Human Resources Officer