

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JOSE ROMERO, on behalf of himself
and all others similarly situated and aggrieved

JACKSON LEWIS P.C.

Trevor R. Witt (SBN 278195)

trevor.Witt@jacksonlewis.com

725 South Figueroa Street, Suite 2800

Los Angeles, California 90017

Tel: (213) 689-0404

Attorneys for Defendant BARRISTER EXECUTIVE SUITES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE ROMERO., an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BARRISTER EXECUTIVE SUITES, INC;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO: 25STCV02590

[Assigned for all purposes to Hon. William
F. Highberger, Dept. 10]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 29, 2025

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Jose Romero (“Plaintiff”) and defendant Barrister Executives Suites, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party”.

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Jose Romero v. Barrister Executive, Inc, LLC, et al.*, Case No.
8 25STCV02590, initiated on December 13, 2024, and pending in Superior Court of the State of
9 California, County of Los Angeles; and separate representative action under PAGA captioned
10 *Jose Romero v. Barrister Executive, Inc, LLC, et al.*, Case No. 25STCV25376, initiated on
11 August 28, 2025, and pending in Superior Court of the State of California, County of Los
12 Angeles. The consolidated First Amended Complaint filed on May 19, 2026, captioned *Jose*
13 *Romero v. Barrister Executive, Inc, LLC, et al.*, Case No. 25STCV25376, serves as the operative
14 complaint in the Action.

15 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the total amount the Administrator will be
18 paid to reimburse its reasonable fees and expenses for all worked performed to administer this
19 Settlement, including but not limited to: the cost of providing Notice of the proposed Settlement
20 to the Class and the cost of administering the Settlement and any settlement fund created under
21 this Agreement. The Administration Expenses Payment are estimated not to exceed \$7,500.00,
22 and will be payable from, and not in addition to, the Gross Settlement Amount. .

23 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant
24 in California and classified as a non-exempt, hourly-paid employee during the PAGA Period.

25 1.5. “Class” means all persons currently or formerly employed by Defendant in California and
26 classified as a non-exempt, hourly-paid employee during the Class Period.

27 1.6. “Class Counsel” means David D. Bibiyan, Jason Rothman, Vedang J. Patel and Megan
28 R. Lazar of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Any Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be paid out of, and not in addition to, the Gross Settlement Amount.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) number of Class Period Workweeks and PAGA Pay Periods, which shall be calculated and validated using all reasonably available data sources maintained by Defendant, including HRIS, payroll, and timekeeping data, to ensure the most accurate count reasonably possible.

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

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

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

1.12. “Class Period” means the period from January 29, 2021 through February 17, 2026.

1.13. “Class Representative” means the named Plaintiff Jose Romero, who is seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action. The Class Representative Service Payment will be reported on an IRS Form 1099.

- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "Defendants" means named defendants BARRISTER EXECUTIVE SUITES, INC.
- 1.17. "Defense Counsel" means Trevor R. Witt and Kimmy Zerega of Jackson Lewis P.C.
- 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and Judgment; 65 calendar days have passed since the Court entered Judgment on its Order Granting Final Approval of the Settlement and Judgment; and (3) the period for filing any challenge to the Order Granting Final Approval of the Settlement and/or Judgment, appeal, writ, or other appellate proceeding opposing or otherwise challenging the Court's entry of the Order Granting Final Approval of the Settlement and/or Judgment has expired without any challenge to the Order Granting Final Approval of the Settlement and/or Judgment, appeal, writ, or other appellate proceeding having been filed or any other opposition, challenge, or motion to vacate the entry of the Order Granting Final Approval of the Settlement and Judgment having been filed; or if any appeal, writ, or other appellate proceeding opposing the Order Granting Final Approval of the Settlement and Judgment has been filed, including objections, or any other opposition, challenge, or motion to vacate the Order Granting Final Approval of the Settlement and Judgment has been filed, five calendar days after any appeal, writ, or other appellate proceedings opposing the Settlement or seeking to vacate the Order Granting Final Approval of the Settlement and Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief. .
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement and conditionally certifying the class for settlement purposes only.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement. Plaintiff agrees to request that the Final Approval Hearing be held within one hundred and twenty (120) calendars days after the Preliminary Approval Order, subject to the Court's availability.
- 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.
- 1.22. "Gross Settlement Amount" means \$450,000.00 (Four Hundred Fifty Thousand Dollars

and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

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

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

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

1.30. "PAGA Pay Period" means any bi-weekly pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from October 17, 2023, through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiff’s October 17, 2024 letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$23,625.00) and the 65% to the LWDA (\$43,875.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Jose Romero the named plaintiff in the Action.

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

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

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

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

1.41. “Released Parties” means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, administrators, predecessors, successors, assigns, affiliates, divisions, branches, units, investors, contractors, related entities, accountants, insurers, reinsurers, and/or legal representatives, and all other individuals and entities acting on their behalf.

1.42. “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.

1.43. “Response Deadline” means forty five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the

Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.

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

1.45. "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 January 29, 2025, Plaintiff filed a wage and hour class action lawsuit against Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; failure to pay interest on deposits; violation of Labor Code § 227.3; and unfair competition ("Class Action").

2.2. On October 17, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees against Defendant for various Labor Code violations ("PAGA Notice").

2.3. On August 28, 2025, Plaintiff filed a separate representative action against Defendant in the Los Angeles County Superior Court, Case No. 25STCV25376, seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA Action").

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

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling of time and payroll records for Class Members during the Class Period; (2) class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Defendant's wage and hour policy documents, including employee handbooks; (4) all documents pertaining to Plaintiff available to Defendant, including Plaintiff's personnel and payroll records.

2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*

1 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2 2.7. On December 17, 2025, the Parties participated in an all-day mediation presided over by
3 Nikki Tolt. The mediation was successful, and the Parties agreed to globally resolve all class and
4 PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s
5 filing of a First Amended Complaint in the Class Action, adding all allegations brought in the
6 PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby
7 effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”).
8 The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

9 2.8. On May 19, 2026, pursuant to the Settlement, the Parties stipulated to the filing of a First
10 Amended Consolidated Complaint captioned *Jose Romero v. Barrister Executive, Inc, LLC, et*
11 *al.*, Case No. 25STCV25376, to serve as the operative complaint in the Action

12 2.9. The Court has not granted class certification.

13 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
14 other pending matter or action asserting claims that will be extinguished or affected by the
15 Settlement.

16 **3. MONETARY TERMS**

17 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
18 Defendant promises to pay \$450,000.00 as the Gross Settlement Amount, unless increased
19 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
20 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
21 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
22 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
23 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
24 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
25 to Defendants.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
28 in the Final Approval:

1 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
2 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA
3 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
4 not oppose Plaintiff's request for a Class Representative Service Payment that does not
5 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
6 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
7 Representative Service Payments prior to the Final Approval Hearing. If the Court
8 approves a Class Representative Service Payment less than the amount requested, the
9 Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
11 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
14 percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to
15 Paragraph 8.1 of this Agreement, is currently estimated to be \$157,500.00, and a Class
16 Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not
17 oppose requests for these payments provided that do not exceed these amounts. Plaintiff
18 and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment
19 and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the
20 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
21 Expenses Payment less than the amounts requested, the Administrator will allocate the
22 remainder to the Net Settlement Amount. Released Parties shall have no liability to
23 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any
24 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
25 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
26 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
27 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
28 Litigation Expenses Payment and holds Defendant harmless, and indemnifies

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

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% 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. The 80% 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.

3.2.4.2. 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 \$67,500.00 to be paid from the Gross Settlement Amount, with 65% (\$43,875.00) allocated to the LWDA PAGA Payment and 35% (\$23,625.00) 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 \$ 23,625.00 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.

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 186 Class Members who collectively worked a total of 13,142 Workweeks, and 122 Aggrieved Employees who worked a total of 3,081 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the agreement is fully executed, 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 employees who need access to the Class Data

1 to effect and perform under this Agreement. Defendant has a continuing duty to immediately
2 notify Class Counsel if it discovers that the Class Data omitted class member identifying
3 information and to provide corrected or updated Class Data as soon as reasonably feasible.
4 Without any extension of the deadline by which Defendant must send the Class Data to the
5 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
6 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
8 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
9 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

10 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
11 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
12 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
13 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
14 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
15 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
16 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
17 Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class U.S.
20 Mail, postage prepaid. The face of each check shall prominently state the date (not less
21 than 180 days after the date of mailing) when the check will be voided. The
22 Administrator will cancel all checks not cashed by the void date. The Administrator
23 will send checks for Individual Settlement Payments to all Participating Class Members
24 (including those for whom Class Notice was returned undelivered). The Administrator
25 will send checks for Individual PAGA Payments to all Aggrieved Employees including
26 Non-Participating Class Members who qualify as Aggrieved Employees (including
27 those for whom Class Notice was returned undelivered). The Administrator may send
28 Participating Class Members a single check combining the Individual Class Payment

1 and the Individual PAGA Payment. Before mailing any checks, the Settlement
2 Administrator must update the recipients' mailing addresses using the National Change
3 of Address Database.

4 4.4.2. The Administrator must conduct a Class Member Address Search for all other
5 Class Members whose checks are returned undelivered without USPS forwarding
6 address. Within 7 days of receiving a returned check the Administrator must re-mail
7 checks to the USPS forwarding address provided or to an address ascertained through
8 the Class Member Address Search. The Administrator need not take further steps to
9 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
10 The Administrator shall promptly send a replacement check to any Class Member whose
11 original check was lost or misplaced, requested by the Class Member prior to the void
12 date.

13 4.4.3. For any Class Member whose Individual Class Payment check or Individual
14 PAGA Payment check is uncashed and cancelled after one hundred and eighty (180)
15 calendar days after the date of their issuance, the Administrator shall transmit the funds
16 to California CASA – Court Appointed Special Advocates for Children, a 501(c)(3)
17 organization dedicated to support and promote court appointed volunteer advocates for
18 children and youth in the foster care system.

19 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
20 not obligate Defendants to confer any additional benefits or make any additional
21 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
22 specified in this Agreement.

23 **5. RELEASE OF CLAIMS**

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

28 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
2 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
3 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
4 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
5 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
6 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
7 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
8 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
9 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
10 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
11 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
12 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

13 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
14 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
15 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
16 which reads:

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

21 5.2. Release by Participating Class Members: Upon entry of the Final Approval Order and
22 Judgment following the Final Approval Hearing and full funding of the Settlement, for the
23 duration of the Class Period, Plaintiff and all Participating Class Members, and each of their, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, release and forever discharge the Released Parties
26 from all claims that were alleged, or reasonably could have been alleged, based on the facts stated
27 in the Operative Complaint, including any and all claims alleging: failure to pay all overtime
28 wages, minimum wages, statutory sick pay wages and/or at the proper rate, and/or final wages

owed; failure to pay vacation wages, failure to reimburse all necessary business expenses; failure to provide meal periods and rest periods, or pay meal period premiums or rest period premiums at the proper rate or in lieu thereof; failure to provide accurate wage statements; failure to keep accurate records; and/or failure to comply with all related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and Business and Professions Code, including any claims for wages, penalties, interest, attorneys' fees, declaratory or injunctive relief, and restitution.

5.3. Except as set forth in Section 5.2 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.

5.4. Release by Aggrieved Employees: Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, for the duration of the PAGA Period, Plaintiff and all Aggrieved Employees, shall on behalf of themselves and behalf of the LWDA waive, releases and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA, based on or arising out of the allegations in the PAGA Notice and Operative Complaint, including but not limited to, any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1174.4, 1199, 2698 through 2699 *et seq.*, 2800, 2801, 2802, 2803, and 2804, and all relevant applicable California Industrial Welfare Commission Wage Orders.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and at least five (2) court days prior to the filing, deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request

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

16 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
17 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
18 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
19 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
20 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
21 Administrator.

22 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
25 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
26 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
28 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the

1 Court's concerns.

2 7. SETTLEMENT ADMINISTRATION

3 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
4 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
5 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
6 for payment of Administration Expenses. The Parties and their Counsel represent that they have
7 no interest or relationship, financial or otherwise, with the Administrator other than a professional
8 relationship arising out of prior experiences administering settlements.

9 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
10 Identification Number for purposes of calculating payroll tax withholdings and providing reports
11 state and federal tax authorities.

12 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
13 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
14 468B-1.

15 7.4. Notice to Class Members

16 7.4.1. No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state the
18 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
19 Class Data.

20 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
21 days after Preliminary Approval, the Administrator will send to all Class Members
22 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
23 the Class Notice with Spanish translation, substantially in the form attached to this
24 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
25 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
26 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
27 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
28 update Class Member addresses using the National Change of Address database.

1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a
4 forwarding address, the Administrator shall conduct a Class Member Address Search,
5 and re-mail the Class Notice to the most current address obtained. The Administrator
6 has no obligation to make further attempts to locate or send Class Notice to Class
7 Members whose Class Notice is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
10 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer,
16 and in good faith, in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as
18 other Class Members, and the Administrator will send, via email or overnight delivery,
19 a Class Notice requiring them to exercise options under this Agreement not later than
20 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
21 ever are later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
24 must send the Administrator, by mail, a signed written Request for Exclusion not later
25 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
26 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
27 from a Class Member or his/her representative that reasonably communicates the Class
28 Member's election to be excluded from the Settlement and includes the Class Member's

1 name, address and email address or telephone number. To be valid, a Request for
2 Exclusion must be timely postmarked by the Response Deadline.

3 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator
5 shall accept any Request for Exclusion as valid if the Administrator can reasonably
6 ascertain the identity of the person as a Class Member and the Class Member's desire
7 to be excluded. The Administrator's determination shall be final and not appealable or
8 otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional proof
10 of the Class Member's identity. The Administrator's determination of authenticity shall
11 be final and not appealable or otherwise susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
14 to all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
16 regardless whether the Participating Class Member actually receives the Class Notice
17 or objects to the Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class Payment or
20 have the right to object to the class action components of the Settlement. Because future
21 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
22 Participating Class Members who are Aggrieved Employees are deemed to release the
23 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
24 PAGA Payment.

25 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
26 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge

1 the allocation by communicating with the Administrator via mail. The Administrator must
2 encourage the challenging Class Member to submit supporting documentation. In the absence
3 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
4 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
5 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
6 Periods shall be final and not appealable or otherwise susceptible to challenge. The
7 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
8 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
9 the challenges.

10 **7.7. Objections to Settlement**

11 7.7.1. Only Participating Class Members may object to the class action components of
12 the Settlement and/or this Agreement, including contesting the fairness of the
13 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

22 7.7.3. Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
27 and use an internet website to post information of interest to Class Members including
28 the date, time and location for the Final Approval Hearing and copies of the Settlement

1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
4 the Final Approval and the Judgment. The Administrator will also maintain and monitor
5 an email address and a toll-free telephone number to receive Class Member calls and
6 emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names and other identifying information of Class Members who have
12 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
13 other identifying information of Class Members who have submitted invalid Requests
14 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
15 (whether valid or invalid).

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to
20 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
21 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
22 Weekly Reports must include the Administrator’s assessment of the validity of Requests
23 for Exclusion and attach copies of all Requests for Exclusion and objections received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Administrator’s decision shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
3 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
4 due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid),
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class
10 Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At
15 least 7 days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its disbursement of all payments required under this Agreement. Class
18 Counsel is responsible for filing the Administrator's declaration in Court.

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

20 Based on its records, Defendant estimates that, as of the date of this Settlement
21 Agreement, (1) there are 186 Class Members and 13,142 Total Workweeks during the Class
22 Period and (2) there are 122 Aggrieved Employees who worked 3,081 Pay Periods during the
23 PAGA Period.

24 8.1. Increase in Workweeks. Defendants represent that there are no more than 13,142
25 Workweeks worked during the Class Period as of the date of mediation. In the event the number
26 of Workweeks worked by Class Members during the Class Period increases by more than 10%,
27 or 1,314 Workweeks, then Defendant shall make an election that one of the following occur: (1)
28 the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of

1 14,456 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated
2 by dividing the originally agreed-upon Gross Settlement Amount (\$450,000.00) by 13,142,
3 which amounts to a Workweek Value of \$34.24. Thus, for example, should there be 15,770
4 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
5 \$44,998.21 ((15,770 Workweeks – 14,456 Workweeks) x \$34.24 per Workweek.); or (2) the
6 Class Period and PAGA Period (as well as the end date for the release period) will end on the
7 date that the number of Workweeks worked by Class Members reaches 14,456 Workweeks.
8 Defendant shall provide the Class Data to the administrator no later than 30 days after full
9 execution of the long form agreement. Defendant shall make its election regarding the above no
10 later than 7 days after receiving information from the administrator regarding the workweek
11 count. Should Defendant fail to make its election within the above timeframe, then option (1)
12 shall automatically apply.

13 **9. MOTION FOR FINAL APPROVAL**

14 No later than sixteen (16) court days prior to the calendared Final Approval Hearing,
15 Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request
16 for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
17 Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff
18 shall endeavor to provide drafts of these documents to Defense Counsel seven (7) days prior to
19 filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously
20 meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final
21 Approval.

22 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
23 by a Participating Class Member, including the right to file responsive documents in Court no
24 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
25 by the Court.

26 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
27 Approval on any material change to the Settlement (including, but not limited to, the scope of
28 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, Administrator Expenses Payment and/or individual claims of plaintiff for
5 alleged wrongful termination, shall not constitute a material modification to the Agreement
6 within the meaning of this paragraph.

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

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

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

the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during Action and in this Agreement relating to the confidentiality of information shall survive

1 the execution of this Agreement

2 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
3 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
4 in connection with the mediation, other settlement negotiations, or in connection with the
5 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
6 be used in any way that violates any existing contractual agreement, statute, or rule of court.

7 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
10 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
15 be accepted as an original. All executed counterparts and each of them will be deemed to be one
16 and the same instrument if counsel for the Parties will exchange between themselves signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
18 and contents of this Agreement.

19 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
22 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
23 process.

24 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
25 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
26 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
27 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
28 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

Agreement.

///

IT IS SO AGREED:

Jose Romero

09/02/2026

Plaintiff JOSE ROMERO

For Defendant BARRISTER EXECUTIVE
SUITES, INC.

AGREED AS TO FORM ONLY:

David D. Bibiyan

09/02/2026

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Trevor R. Witt
Kimmy Zerega
Counsel for Defendant

1 Agreement.

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3 **IT IS SO AGREED:**

Dorthy Bright

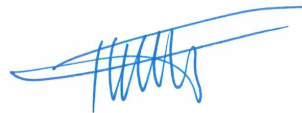
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5 Plaintiff JOSE ROMERO

Dorthy Bright

For Defendant BARRISTER EXECUTIVE
SUITES, INC.

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11 **AGREED AS TO FORM ONLY:**



12
13 David D. Bibiyan
14 Vedang J. Patel
15 Megan R. Lazar
16 Counsel for Plaintiff

Trevor R. Witt
Kimmy Zerega
Counsel for Defendant

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