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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CATHERINE GAMBOA, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

MOTHERLY COMFORT HOME CARE
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVRS2402550

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

*[Assigned for all purposes to Judge Tony
Raphael, Dept. R14]*

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Catherine Gamboa (“Plaintiff”) and Defendant Motherly Comfort Home Care LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff lawsuit alleging class action and PAGA wage and hour violations against Defendant captioned *Catherine Gamboa v. Motherly Comfort Home Care LLC*, San Bernardino County Superior Court, Case No. CIVRS2402550, filed on November 22, 2024 and the First Amended Complaint filed on December 26, 2024, which amended the Complaint to add a cause of action for violation of PAGA (“Class Action” or PAGA Action” or “Action” or “Operative Complaint”).

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period.

1.5 “Class” means all current and former hourly, non-exempt employees were employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in the State of California during the Class Period.

1.6 “Class Counsel” means Tyler Woods, James Yoo, Heriberto Ponce, and Ruby Carrera of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$66,666.66).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$10,000.00 and paid from the Gross Settlement Amount.

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

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

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from November 22, 2020 through December 31, 2025, or the date on which the Court issues an Order granting preliminary approval of the Settlement, whichever one is later. (“Settlement Class Period”).

1.14 “Class Representative(s)” means the named Plaintiff Catherine Gamboa in the Action.

1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.17 “Defendant” means named Defendant Motherly Comfort Home Care LLC.

1.18 “Defense Counsel” means Joel Van Parys of CDF Labor Law LLP and Robert E. King of Legally Nanny®.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.23 “Gross Settlement Amount” or “GSA” means \$200,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Class Complaint” means the First Amended Complaint filed on December 26, 2024, which is the operative class action complaint.

1.32 “Operative PAGA Complaint” means the First Amended Complaint, filed on December 26, 2024, which asserts claims for civil penalties pursuant to the California Private Attorneys General Act.

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

1.34 “PAGA Period” means the period from October 17, 2023 through December 31, 2025, or the date on which the Court issues an Order granting preliminary approval of the Settlement, whichever one is later.

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

1.36 “PAGA Notice” means Plaintiff’s October 17, 2024 letter (LWDA-CM-1056762-24) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000.00), allocated 35% to the Aggrieved Employees (\$3,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

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

1.39 “Plaintiff” means Catherine Gamboa the named plaintiff in the Action.

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

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

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Defendant and Defendant’s officers, directors, employees and agents.

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

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

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

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

2. **RECITALS.**

2.1 On November 22, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to indemnify employees for expenditures; and (7) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On October 17, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1056762-24). On December 26, 2024, after the 65-day statutory period passed, Plaintiff filed the First Amended Complaint alleging the class claims in the initial Complaint and, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*

1 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
2 laws identified in the Action, and denies any and all liability for the causes of action alleged in
3 the Action.

4 2.3 Class Counsel conducted a thorough investigation into the facts of, and applicable law
5 to, the Actions. Plaintiff obtained and analyzed a representative sampling of time and payroll data
6 for Class Members and the necessary policy documents through informal discovery to properly
7 evaluate the strengths and weakness of the claims and engage in meaningful settlement
8 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
9 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
10 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

11 2.4 The Court has not granted class certification because the Parties engaged in mediation
12 before any class certification.

13 2.5 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 below,
18 Defendant will pay \$200,000.00 to fully settle, resolve, and extinguish all claims asserted in the
19 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
20 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
21 wage portions of the Individual Class Payments, which Defendant will pay separately.

22 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
23 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
24 in the Final Approval:

25 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
26 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
27 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
28 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part

1 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
2 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
3 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
4 Enhancement Award less than the amount requested, the Administrator will retain the remainder
5 in the Net Settlement Amount to be distributed to Participating Class Members. The
6 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
7 responsibility and liability for employee taxes owed on the Enhancement Award.

8 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
9 of the GSA, which is currently estimated to be \$66,666.66 and a Class Counsel Litigation
10 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
11 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
12 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
13 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
14 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
15 remainder to the Net Settlement Amount for distribution to Participating Class Members.
16 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising
17 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
18 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
19 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
20 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
21 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
22 from any dispute or controversy regarding any division or sharing of any of these Payments.

23 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
24 exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the
25 extent the Administration Costs are less or the Court approves payment of less than requested,
26 the Administrator will retain the remainder in the Net Settlement Amount to be distributed to
27 Participating Class Members.

1 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
3 Participating Class Members during the Class Period, and (b) multiplying the result by each
4 individual Participating Class Member's Workweeks.

5 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
6 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
7 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
8 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's
9 Individual Class Payment will be allocated to the settlement of claims for interest and penalties
10 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and
11 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
12 liability for any employee taxes owed on their Individual Class Payment.

13 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
14 Class Payments. Non-Participating Class Members will not receive any Individual Class
15 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
16 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

17 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the
19 LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

20 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
21 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$3,500.00) by
22 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
23 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
24 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
25 their Individual PAGA Payment.

26 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
27 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
28

1 Participating Class Members. The Administrator will report the Individual PAGA Payments on
2 IRS 1099 Forms.

3 4. **SETTLEMENT FUNDING AND PAYMENTS.**

4 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
5 records, Defendant represents there are 618 Class Members who collectively worked a total of
6 15,354 workweeks during the Class Period.

7 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
8 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
9 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
10 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
11 and for no other purpose, and restrict access to the Class Data to Administrator employees who
12 need access to the Class Data to effect and perform under this Agreement. Defendant has a
13 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
14 class member identifying information and to provide corrected or updated Class Data as soon as
15 reasonably feasible. Without any extension of the deadline by which Defendant must send the
16 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
17 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
18 Data.

19 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
20 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
21 the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date.

22 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
23 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
24 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
25 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
26 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
27 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
28 Individual Class Payments and Individual PAGA Payments.

1 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
3 face of each check shall prominently state the date (180 days after the date of mailing) when the
4 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
5 Void Date. The Administrator will send checks for Individual Settlement Payments to all
6 Participating Class Members (including those for whom the Class Notice was returned
7 undelivered). The Administrator will send checks for Individual PAGA Payments to all
8 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Class Notice was returned undelivered). The Administrator
10 may send Participating Class Members a single check combining the Individual Class Payment
11 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
12 must update the recipients’ mailing addresses using the National Change of Address Database.

13 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
14 Members whose checks are returned undelivered without USPS forwarding address. Within seven
15 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
16 forwarding address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class Members whose
18 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
19 replacement check to any Class Member whose original check was lost or misplaced, requested
20 by the Class Member prior to the void date.

21 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
22 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
23 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
24 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
25 California Code of Civil Procedure Section 384, subd. (b).

26 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate Defendant to confer any additional benefits or make any additional payments to Class
28 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Action; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.3 **Plaintiff's Release of ADEA and OWBPA Claims.** Plaintiff understands and agrees that this Agreement constitutes a knowing and voluntary waiver and release of Plaintiff's rights and claims under the Age Discrimination in Employment Act ("ADEA") and pursuant to the Older Workers Benefit Protection Act ("OWBPA"). Plaintiff acknowledges that the consideration for this waiver is in addition to any other payment to which Plaintiff may be entitled. Plaintiff further understands and agrees that this waiver does not include any rights or claims that may arise after the Parties execute this Agreement.

1 Plaintiff acknowledges that this Agreement is written in a manner designed to be clearly
2 understood by Plaintiff, and that Plaintiff has read it carefully and understands its terms. Plaintiff
3 acknowledges that Plaintiff has been advised and is aware of Plaintiff's right to consult with an
4 attorney of Plaintiff's choice prior to signing this Agreement. Plaintiff further acknowledges that
5 she is aware that she has twenty-one (21) days during which to consider the provisions of this
6 ADEA/OWBPA release, although she may sign and return it sooner.

7 Plaintiff acknowledges that she has the right to revoke Section 5.1.2 of this Agreement
8 pertaining to the ADEA/OWBPA release for a period of seven (7) days after signing it.
9 Accordingly, Section 5.1.2 of this Agreement shall not become effective or enforceable until the
10 eighth day following Plaintiff's execution of this Agreement.

11 Plaintiff expressly acknowledges and agrees, however, that Plaintiff has no right to
12 revoke any other portion of this Agreement pertaining to any and all claims which do not arise
13 under ADEA or OWBPA.

14 The Parties allocate \$250.00 of the Settlement as consideration for the release of any
15 ADEA or OWBPA claim. Accordingly, if Defendant pays Plaintiff the full amount of the
16 Settlement and Plaintiff revokes Plaintiff's release of any ADEA or OWBPA claim pursuant to
17 Section 5.5 of this Agreement, Plaintiff will owe and shall repay Defendant \$250.00 within seven
18 days of revoking Plaintiff's release of any ADEA or OWBPA claim. However, Plaintiff shall be
19 bound by all the promises Plaintiff has made herein except for a release of any ADEA or OWBPA
20 claim.

21 To revoke Section 5.3 of this Agreement, Plaintiff must provide a written notice of
22 revocation to Joel M. Van Parys, Esq., CDF Labor Law, 900 University Ave., Suite 200,
23 Sacramento, CA 95825 within seven days of signing this Agreement.

24 5.4 Released Class Claims: All Participating Class Members will waive and release all
25 claims asserted in the complaint filed in the Action or that could have been based on the factual
26 allegations asserted in the complaint filed in the Operative Complaint during the Class Period
27 (collectively the "Released Class Claims").
28

5.5 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the Operative Complaint, or that could have been based on the facts asserted in the PAGA Notice and Operative Complaint against Released Parties (collectively the "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare 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 for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

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

1 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
4 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
5 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
6 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
7 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
8 Notices, the Administrator shall update Class Member addresses using the National Change of
9 Address database.

10 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
13 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
14 Notice to the most current address obtained. The Administrator has no obligation to make further
15 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
16 USPS a second time.

17 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
19 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
20 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
21 mailed Class Notice.

22 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
28

1 requiring them to exercise options under this Agreement not later than 14 days after receipt of
2 Class Notice, or the deadline dates in the Class Notice, whichever are later.

3 7.5 Requests for Exclusion (Opt-Outs).

4 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
6 later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for
7 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
8 Member or his/her representative that reasonably communicates the Class Member's election to
9 be excluded from the Settlement and includes the Class Member's name, address and email
10 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
11 or postmarked by the Response Deadline.

12 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
13 to contain all the information specified in the Class Notice. The Administrator shall accept any
14 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
15 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
16 determination shall be final and not appealable or otherwise susceptible to challenge. If the
17 Administrator has reason to question the authenticity of a Request for Exclusion, the
18 Administrator may demand additional proof of the Class Member's identity. The Administrator's
19 determination of authenticity shall be final and not appealable or otherwise susceptible to
20 challenge.

21 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
22 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
23 bound by all terms and conditions of the Settlement, including the Participating Class Members'
24 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
25 Class Member actually receives the Class Notice or objects to the Settlement.

26 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
27 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
28 right to object to the class action components of the Settlement. Because future PAGA claims are

1 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
2 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
3 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

4 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
5 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
6 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
7 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
8 may challenge the allocation by communicating with the Administrator via fax, email or mail.
9 The Administrator must encourage the challenging Class Member to submit supporting
10 documentation. In the absence of any contrary documentation, the Administrator is entitled to
11 presume that the Workweeks contained in the Class Notice are correct so long as they are
12 consistent with the Class Data. The Administrator's determination of each Class Member's
13 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
14 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
15 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
16 Administrator's determination of the challenges.

17 7.7 Objections to Settlement.

18 7.7.1 Only Participating Class Members may object to the class action components of the
19 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
20 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
21 Payment and/or Enhancement Award.

22 7.7.2 Participating Class Members may send written objections to the Administrator, by
23 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
24 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
25 Participating Class Member who elects to send a written objection to the Administrator must do
26 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
27 14 days for Class Members whose Class Notice was re-mailed).

1 7.7.3 Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
4 performed or observed by the Administrator contained in this Agreement or otherwise.

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

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

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

1 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all Class Member
3 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
4 shall be final and not appealable or otherwise susceptible to challenge.

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

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

23 8. **ESCALATOR CLAUSE**. Based on its records, Defendant represents there are 618 Class
24 Members who collectively worked a total of 15,354 Workweeks during the Class Period. Should
25 the Workweeks increase more than 10% (i.e. more than 1,535 workweeks to 16,890 Workweeks),
26 the GSA will increase on a proportional basis equal to the percentage increase in the number of
27 Workweeks worked by the Class Members above the 10% (for example, if the final number of
28 total workweeks increases by 11%, the GSA will increase 1%). Alternatively, if this clause is

1 triggered, Defendant will have the option to roll back the Class and PAGA Release Periods to the
2 date in which the 10% threshold for Workweeks is met.

3 9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
4 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
5 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
6 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
7 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
8 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
9 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
10 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
12 by a Participating Class Member, including the right to file responsive documents in Court no
13 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good
18 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
19 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
20 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
21 Administrator Costs Payment shall not constitute a material modification to the Agreement within
22 the meaning of this paragraph.

23 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
25 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
26 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award 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 §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

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

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

10 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
12 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
13 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
14 or indirectly, specifically or generally, to any person, corporation, association, government
15 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
16 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
17 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
18 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
19 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
20 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
21 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
22 communication, before the filing of the Motion for Preliminary Approval, with any third party
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
25 communications with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
28 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
2 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
3 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

4 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
7 inducements made to or by any Party.

8 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
10 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
11 its terms, and to execute any other documents reasonably required to effectuate the terms of this
12 Agreement including any amendments to this Agreement.

13 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 or content of any document necessary to implement the Settlement, or on any modification of the
18 Agreement that may become necessary to implement the Settlement, the Parties will seek the
19 assistance of a mediator and/or the Court for resolution.

20 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
23 action, or right released and discharged by the Party in this Settlement.

24 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
26 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
27 Part 10, as amended) or otherwise.
28

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

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

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

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

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

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

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

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

To Plaintiff:

Tyler J. Woods
tyler.woods@wilshirelawfirm.com
James Yoo
james.yoo@wilshirelawfirm.com
Heriberto Ponce

eddie.ponce@wilshirelawfirm.com
Ruby Carrera
ruby.carrera@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Joel Van Parys, State Bar No. 227387
jvanparys@cdfllaborlaw.com
CDF LABOR LAW LLP
900 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 361-0991

Robert King (SBN 198325)
info@legallynanny.com
LEGALLY NANNY®
37 Trailwood,
Irvine, CA 92620
Tel: (714) 336-8864

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

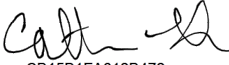
11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San

Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

DATED: 3/3/2026

DocuSigned by:

CB15B1FA012B472...

Plaintiff Catherine Gamboa

DATED: _____

Defendant Motherly Comfort Home Care LLC

By: _____

Position: _____

1 Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil
2 Procedure § 664.6.

3 IT IS SO AGREED.

4
5
6
7 DATED: _____

Plaintiff Catherine Gamboa

8
9
10
11
12 3/4/2026
13 DATED: _____



14 Defendant Motherly Comfort Home Care LLC

15 By: _Natalie Ramirez_____

16 Position: _Owner_____