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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JARED HIPSHER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

HAVAS FORMULA LLC, a limited
liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No. 24STCV31485 (Class Action)
Case No. 25TRCV03967 (PAGA Action)

*Assigned for all purposes to:
Hon. William F. Highberger, Dept. 10*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Jared Hipsher (“Plaintiff”) and Defendant Havas Formula, LLC (“Defendant”).
3 The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or each individually
4 as a “Party.”

5 **1. DEFINITIONS**

6 1.1 “Actions” means Plaintiff’s lawsuits alleging class action wage-and-hour
7 violations against Defendant captioned *Jared Hipsher v. Havas Formula LLC*, Los Angeles
8 County Superior Court, Case No. 24STCV31485 (“Class Action”) and Case No. 25TRCV03967
9 (“PAGA Action”).

10 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the
11 Parties have agreed to appoint to administer the Settlement.

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

16 1.4 “Allegedly Aggrieved Employee” or “Allegedly Aggrieved Employees” means all
17 current and former hourly, non-exempt employees employed by Defendant, either directly or
18 through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer
19 organization, in the State of California during the PAGA Period.

20 1.5 “Class” means all current and former hourly, non-exempt employees who were
21 employed by Defendant, either directly or through any predecessor, successor, assign,
22 subsidiary, staffing agency, or professional employer organization, in the State of California
23 during the Class Period.

24 1.6 “Class Action” means Plaintiff’s lawsuit alleging wage and hour violations against
25 Defendant captioned *Jared Hipsher v. Havas Formula LLC*, initiated on November 27, 2024 and
26 pending in the Superior Court of the State of California, County of Los Angeles, Case No:
27 24STCV31485.
28

1.7 “Class Counsel” means Thiago M. Coelho, Chumahan Bowen and Jesenia A. Martinez of Wilshire Law Firm, PLC.

1.8 “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 Gross Settlement Amount (currently \$80,733.33).

1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, and paid from the Gross Settlement Amount.

1.10 “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.

1.11 “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 Allegedly Aggrieved Employee).

1.12 “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.

1.13 “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.

1.14 “Class Period” or “Class Settlement Period” mean the period from November 27, 2020 through the day the Court grants preliminary approval of the Settlement.

1.15 “Class Representative” means the named Plaintiff Jared Hipsher in the Actions.

1.16 “Class Representative Service Payment” or “Enhancement Award” mean the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.17 “Court” means the Superior Court of California, County of Los Angeles.

1.18 “Defendant” means named Defendant Havas Formula, LLC.

1.19 “Defense Counsel” means Yvonne Arvanitis Fossati and Martin P. Vigodnier of Jackson Lewis P.C.

1.20 “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.

1.21 “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

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

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

1.24 “Gross Settlement Amount” means \$242,200.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.25 “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.

1.26 “Individual PAGA Payment” means the Allegedly 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.

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

1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subdivision (m).

1.29 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subdivision (m).

1.30 “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.

1.31 “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.

1.32 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.33 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA Action.

1.34 “PAGA” means the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

1.35 “PAGA Action” means Plaintiff’s lawsuit alleging civil penalties under PAGA for alleged wage and hour violations against Defendant captioned *Jared Hipsher v. Havas Formula LLC*, initiated on November 19, 2025 and pending in the Superior Court of the State of California, County of Los Angeles, Case No: 25TRCV03967.

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

1.37 “PAGA Period” means the period from November 27, 2023 through the day the Court grants preliminary approval of the Settlement.

1.38 “PAGA Notice” means Plaintiff’s November 27, 2025 letter (LWDA-CM-1064095-24) to the LWDA and Defendant providing notice pursuant to California Labor Code section 2699.3, subdivision (a).

1.39 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$12,110.00), allocated 35% to the Allegedly Aggrieved Employees (\$4,238.50) and 65% to LWDA (\$7,871.50) in settlement of PAGA claims.

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

1.41 “Plaintiff” means Jared Hipsher, the named plaintiff in the Actions.

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

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

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

1.45 “Released Parties” means Defendant and all of Defendant’s current and former officers, directors, employees, shareholders, owners, attorneys, insurers, predecessors, successors, parent companies, subsidiaries, divisions, related or affiliated companies, employees, agents, and assigns and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Actions.

1.46 “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.

1.47 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Allegedly 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 1.48 “Settlement” means the disposition of the Actions effected by this Agreement and
2 the Judgment.

3 1.49 “Workweek” means any week during which a Class Member worked for Defendant
4 for at least one day, during the Class Period.

5 **2. RECITALS**

6 2.1 On November 27, 2024, Plaintiff filed the Class Action alleging Defendant
7 (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed
8 to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay
9 final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to
10 indemnify employees for expenditures; and (8) violated California's Unfair Competition Law,
11 California Business and Professions Code section 17200, *et seq.* On November 27, 2024,
12 pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiff gave notice to the
13 LWDA and Defendant that Plaintiff intended to proceed with a representative action under
14 PAGA (LWDA-CM-1064095-24). On November 19, 2025, after the 65-day statutory period
15 passed, Plaintiff filed the PAGA Action, alleging claims for penalties pursuant to California
16 Labor Code section 2699, *et seq.*

17 2.2 Defendant denies the allegations in the Actions, denies any failure to comply with
18 the laws identified in the Actions, and denies any and all liability for the causes of action alleged
19 in the Actions.

20 2.3 On December 12, 2025, the Parties participated in an all-day mediation presided
21 over by mediator Michael Young. With the help of Mr. Young, the Parties were able to reach an
22 agreement on general settlement terms at mediation and executed a Memorandum of
23 Understanding thereafter.

24 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into
25 the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and
26 analyzed a representative sampling of time and payroll data for Class Members and the necessary
27 policy documents through informal discovery to properly evaluate the strengths and weakness
28 of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was

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

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

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

3. MONETARY TERMS

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$242,200.00 to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff’s request for an Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-
2 third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$80,733.33 and a
3 Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests
4 for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and
5 Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval
6 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
7 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
8 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
9 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
10 other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment
11 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
12 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
13 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
14 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
15 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
16 sharing of any of these Payments.

17 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs,
18 not to exceed \$5,950.00 except for a showing of good cause and as approved by the Court. To
19 the extent the Administration Costs are less or the Court approves payment of less than requested,
20 the Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Class Members.

22 3.2.4 To Each Participating Class Member: An Individual Class Payment is
23 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
24 by all Participating Class Members during the Class Period, and (b) multiplying the result by
25 each individual Participating Class Member's Workweeks.

26 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent
27 (20%) of each Participating Class Member's Individual Class Payment will be allocated to the
28 Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding

and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the 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 Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$12,110.00 to be paid from the Gross Settlement Amount, with 65% (\$7,871.50) allocated to the LWDA PAGA Payment and 35% (\$4,238.50) 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 Allegedly Aggrieved Employees' 35% share of PAGA Penalties (\$4,238.50) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Allegedly Aggrieved Employee's PAGA Pay Periods. Allegedly 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks. Based on a review of its records, Defendant represents there are 113 Class Members who collectively worked a total of 6,055 workweeks during the Class Period.

1 4.2 Class Data. Not later than fourteen (14) calendar days after the Court grants
2 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
3 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
4 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only
5 for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
6 Administrator employees who need access to the Class Data to effect and perform under this
7 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
8 that the Class Data omitted Class Member identifying information and to provide corrected or
9 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
10 which Defendant must send the Class Data to the Administrator, the Parties and their counsel
11 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
12 related to missing or omitted Class Data.

13 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
14 Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes
15 by transmitting the funds to the Administrator no later than thirty (30) calendar days after the
16 Effective Date.

17 4.4 Payments from the Gross Settlement Amount. Within seven (7) calendar days after
18 Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all
19 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
20 Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
21 Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees
22 Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall
23 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

24 4.4.1 The Administrator will issue checks for the Individual Class Payments
25 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
26 Mail. The face of each check shall prominently state the date (one hundred eighty (180) days
27 after the date of mailing) when the check will be voided ("Void Date"). The Administrator will
28 cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual

Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees including Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the

1 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
2 against all Released Parties as follows:

3 5.1 Plaintiff's Release. In addition to the Released Class Claims and Released
4 PAGA Claims, as described below, and in exchange for the Class Representative Service
5 Payments and Release Payments described in Paragraph 3.2.1 above, Plaintiff and Plaintiff's
6 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns generally, releases and discharges Released Parties from all claims,
8 transactions, or occurrences, that occurred during the Class Period, including, but not limited to:
9 any and all claims that were, or reasonably could have been, alleged against the Released Parties
10 as of the date of execution of this Agreement ("Plaintiff's Release"). Plaintiff's Released Claims
11 include, but are not limited to, all of the Released Class Claims, and any other claims arising
12 under the California Labor Code; any claim arising out of the California common law of contract;
13 the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common law; all claims for
14 lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees
15 and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful
16 termination, including but not limited to, claims under the Fair Employment and Housing Act,
17 Americans with Disabilities Act, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of
18 1964, the California Labor Code, all equivalent claims under federal law, and the law of contract
19 and tort. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
20 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
21 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
22 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
23 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
24 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
25 such different or additional facts or Plaintiff's discovery of them.

26 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.
27 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
28 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5 Thus, notwithstanding the provisions of Section 1542, and to implement a full
6 and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
7 this Agreement is intended to include in its effect, without limitation, all claims Claimant does
8 not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that
9 this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Claimant
10 has read this Agreement, including this waiver of California Civil Code Section 1542, and that
11 Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing
12 about this Agreement and specifically about the waiver of Section 1542, and that Claimant
13 understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly
14 enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
15 different from or in addition to those Plaintiff now knows or believes to be true regarding the
16 matters released or described in this Agreement, and even so Plaintiff agrees that the releases
17 and agreements contained in this Agreement shall remain effective in all respects
18 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly
19 assumes any and all risk of any mistake in connection with the true facts involved in the matters,
20 disputes, or controversies released or described in this Agreement or with regard to any facts
21 now unknown to Plaintiff relating thereto.

22 5.2 Released Class Claims: Upon the date on which the payment of the Gross
23 Settlement Amount is made by Defendant, all Participating Class Members, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, shall be deemed to have released the Released Parties
26 from all claims under state, federal or local law, whether statutory, common law or
27 administrative law, that were alleged, or reasonably could have been alleged, based on the facts
28 alleged in the Class Action and ascertained in the course of the Class Action, including without

1 limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7,
2 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, the California Industrial Commission Wage
3 Orders, and Business and Professions Code sections 17200, et seq., and including all claims for
4 or related to alleged failure to pay minimum and straight time wages, failure to pay overtime
5 wages, failure to provide meal periods, failure to permit rest breaks, failure to pay all wages due
6 upon separation of employment, failure to provide accurate itemized wage statements, failure to
7 reimburse business expenses, and unfair and unlawful business practices, including, but not
8 limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees,
9 costs, and all other claims and allegations made or which could have been made in the Action
10 based on the facts and allegations pled in the Class Action and arising during the Class Period
11 (collectively the “Released Class Claims”). Except as set forth in Paragraph 5.3 of this
12 Agreement, Participating Class Members do not release any other claims, including claims for
13 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, and workers’ compensation, or claims based
15 on facts occurring outside the Class Period.

16 5.3 Released PAGA Claims: Upon the date on which the payment of the Gross
17 Settlement Amount is made by Defendant, all Allegedly Aggrieved Employees, on behalf of
18 themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, shall be deemed to have released the Released Parties
20 from all claims for PAGA penalties alleged, or that reasonably could have been alleged, based
21 on the facts alleged in the PAGA Complaint and the PAGA Notice, and/or ascertained in the
22 course of the Action, including but not limited to alleged violations of California Labor Code
23 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194,
24 1197, 1197.1, 1198, and 2802, California Industrial Commission Wage Orders, and the
25 California Code Regulations; claims based on alleged failure to pay minimum and straight time
26 wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest
27 breaks, failure to pay all wages due upon separation of employment, failure to provide accurate
28 itemized wage statements, failure to reimburse business expenses, failure to pay all earned wages

1 twice per month, failure to maintain accurate time and meal-period records, to include
2 non-discretionary remuneration in the regular rate of pay, which arose during the PAGA Period
3 (collectively the “Released PAGA Claims”).

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

6 **6.1 Plaintiff’s Responsibilities.** Plaintiff will prepare all documents necessary
7 for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in
8 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under
9 *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code
10 section 2699, subdivision (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
11 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
12 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
13 actual or potential conflicts of interest with Class Members, and/or the Administrator;
14 (v) a signed declaration from Class Counsel firm attesting to its competency to represent the
15 Class Members; its timely transmission to the LWDA of this Agreement (California Labor Code
16 section 2699, subdivision (l)(2)); and (vi) all facts relevant to any actual or potential conflict of
17 interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class
18 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
19 that will be extinguished or adversely affected by the Settlement. At least three (3) business days
20 prior to filing the Motion for Preliminary Approval, Plaintiff will prepare and deliver to Defense
21 Counsel all documents necessary for obtaining Preliminary Approval of the Class Settlement
22 and approval of the PAGA Settlement under Labor Code section 2699(f)(2), including drafts of
23 the notice, memorandum in support, declarations in support, and proposed Order Granting
24 Preliminary Approval. The proposed Order Granting Preliminary Approval shall be approved
25 by Defense Counsel prior to Plaintiff filing the proposed Order with the Court. Plaintiff will
26 attempt to incorporate any and all of Defense Counsel’s revisions to the drafts of the notice and
27 memorandum in support. In the event Plaintiff disagrees with any of Defense Counsel’s
28 revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good

1 faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with
2 the Court.

3 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are
4 jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class
5 Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the
6 Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless
7 otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the
8 Administrator.

9 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
10 Motion for Preliminary Approval and/or the supporting declarations and documents, Class
11 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
12 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court
13 does not grant Preliminary Approval or conditions Preliminary Approval on any material change
14 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
15 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
16 Agreement and otherwise satisfy the Court's concerns.

17 7. SETTLEMENT ADMINISTRATION

18 7.1 Selection of Administrator. The Parties have jointly selected Phoenix
19 Settlement Administrators to serve as the Administrator and verified that, as a condition of
20 appointment, the Administrator agrees to be bound by this Agreement and to perform, as a
21 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
22 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial
23 or otherwise, with the Administrator other than a professional relationship arising out of prior
24 experiences administering settlements.

25 7.2 Employer Identification Number. The Administrator shall have and use
26 its own Employer Identification Number for purposes of calculating payroll tax withholdings
27 and providing reports to state and federal tax authorities.
28

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

6 7.4 Notice to Class Members.

7 7.4.1 No later than five (5) calendar days after receipt of the Class
8 Data, the Administrator shall notify Class Counsel that the list has been received and state the
9 number of Class Members, Allegedly Aggrieved Employees, Workweeks, and Pay Periods in
10 the Class Data.

11 7.4.2 Using best efforts to perform as soon as possible, and in no event
12 later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send
13 to all Class Members identified in the Class Data, via first-class United States Postal Service
14 (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to
15 this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
16 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to
17 the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these
18 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
19 using the National Change of Address database.

20 7.4.3 Not later than five (5) calendar days after the Administrator’s
21 receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail
22 the Class Notice using any forwarding address provided by the USPS. If the USPS does not
23 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
24 and re-mail the Class Notice to the most current address obtained. The Administrator has no
25 obligation to make further attempts to locate or send Class Notice to Class Members whose Class
26 Notice is returned by the USPS a second time.

27 7.4.4 The deadlines for Class Members’ written objections, challenges
28 to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional

1 fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class
2 Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class
3 Member of the extended deadline with the re-mailed Class Notice.

4 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted
5 by or otherwise discovers any persons who believe they should have been included in the Class
6 Data and should have received Class Notice, the Parties will expeditiously meet and confer in
7 person or by telephone, and in good faith in an effort to agree on whether to include them as
8 Class Members. If the Parties agree, such persons will be Class Members entitled to the same
9 rights as other Class Members, and the Administrator will send, via email or overnight delivery,
10 a Class Notice requiring them to exercise options under this Agreement not later than fourteen
11 (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice,
12 whichever are later.

13 7.5 Requests for Exclusion (Opt-Outs).

14 7.5.1 Class Members who wish to exclude themselves (opt-out of) the
15 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
16 for Exclusion not later than sixty (60) calendar days for Class Members whose Class Notice is
17 re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative
18 that reasonably communicates the Class Member's election to be excluded from the Settlement
19 and includes the Class Member's name, address and email address or telephone number. To be
20 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
21 Deadline.

22 7.5.2 The Administrator may not reject a Request for Exclusion as
23 invalid because it fails to contain all the information specified in the Class Notice. The
24 Administrator shall accept any Request for Exclusion as valid if the Administrator can
25 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
26 to be excluded. The Administrator's determination shall be final and not appealable or otherwise
27 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request
28 for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

1 The Administrator's determination of authenticity shall be final and not appealable or otherwise
2 susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid
4 Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
5 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
6 Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement,
7 regardless of whether the Participating Class Member actually receives the Class Notice or
8 objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for
10 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
11 Payment or have the right to object to the class action components of the Settlement. Because
12 there is no statutory right for any Allegedly Aggrieved Employee to opt out or otherwise exclude
13 himself or herself from the PAGA Settlement and the associated release of claims and rights
14 under PAGA, and further because future PAGA claims are subject to claim preclusion upon
15 entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved
16 Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this
17 Agreement and are eligible for an Individual PAGA Payment.

18 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have
19 sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge
21 the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the
22 Class Notice. The Class Member may challenge the allocation by communicating with the
23 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
24 Member to submit supporting documentation. In the absence of any contrary documentation, the
25 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
26 correct so long as they are consistent with the Class Data. The Administrator's determination of
27 each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not
28 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide

copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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

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

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

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

1 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The
2 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than five (5) days after the expiration of the deadline for submitting Requests
4 for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have timely
6 submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
7 information of Class Members who have submitted invalid Requests for Exclusion; (c) copies
8 of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

9 7.8.3 Weekly Reports. The Administrator must, on a weekly basis,
10 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the
11 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
12 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
13 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
14 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the
15 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
16 Requests for Exclusion and objections received.

17 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has
18 the authority to address and make final decisions consistent with the terms of this Agreement on
19 all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
20 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

21 7.8.5 Administrator’s Declaration. Not later than fourteen (14)
22 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval
23 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
24 declaration suitable for filing in Court attesting to its due diligence and compliance with all of
25 its obligations under this Agreement, including, but not limited to, its mailing of Class Notice,
26 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
27 Class Members, the total number of Requests for Exclusion from Settlement it received (both
28 valid or invalid), the number of written objections and attach the Exclusion List. The

1 Administrator will supplement its declaration as needed or requested by the Parties and/or the
2 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6 Final Report by Settlement Administrator. Within ten (10) days
4 after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
5 will provide Class Counsel and Defense Counsel with a final report detailing its disbursements
6 by employee identification number only of all payments made under this Agreement. At least
7 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit
8 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
9 to its disbursement of all payments required under this Agreement. Class Counsel is responsible
10 for filing the Administrator's declaration in Court.

11 **8. ESCALATOR CLAUSE.** Based on its records, Defendant represents there are
12 approximately 113 Class Members who collectively worked a total of approximately 6,055
13 Workweeks during the Class Period. If, at the end of the Class Period, the actual number of the
14 Workweeks worked by Class Members during the Class Period exceeds this figure by more than
15 ten percent (10%) (i.e., if there are more than 6,661 or more total Workweeks (110% of 6,055)),
16 then Defendant, at its sole discretion, shall either (i) increase the Gross Settlement Amount on a
17 proportional basis equal to the percentage increase in the number of Workweeks worked by the
18 Class Members above ten percent (10%) of the current 6,055 estimate (for example, if the final
19 number of total workweeks increases by 11%, the Gross Settlement Amount will increase 1%),
20 or (ii) elect to cut off the Class Period as of the date the total Workweeks worked by Class
21 Members during the Class Period does not exceed ten percent (10%) of the 6,055 estimate (i.e.,
22 so that the total Workweeks is below 6,661).

23 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
24 Exclusion identified in the Exclusion List equals or exceeds fifteen percent (15%) of the total
25 of all Class Members and/or if the combined Workweeks worked by Class Members who timely
26 exclude themselves amounts to more than fifteen percent (15%) of the total Workweeks worked
27 by all Class Members, Defendant may elect, but are not obligated, to withdraw from the
28 Settlement. The Parties agree that, if Defendant withdraw, the Settlement shall be void ab initio,

1 have no force or effect whatsoever, and that neither Party will have any further obligation to
2 perform under this Agreement; provided, however, Defendant will remain responsible for paying
3 all Settlement Administration Expenses incurred to that point. Defendant must notify Class
4 Counsel and the Court of its election to withdraw not later than fourteen (14) days after the
5 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
6 effect.

7 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days
8 before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff
9 will file in Court, a Motion for Final Approval of the Settlement that includes a request for
10 approval of the PAGA settlement under Labor Code section 2699, subdivision (l); a Proposed
11 Final Approval Order; and a proposed Judgment (collectively “Motion for Final Approval”).
12 Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion
13 for Final Approval at least three (3) business days prior to filing the Motion for Final Approval.
14 The proposed Final Approval Order and Judgment shall be approved by Defense Counsel prior
15 to Plaintiff filing the proposed Final Approval Order and Judgment with the Court. Plaintiff
16 will attempt to incorporate any and all of Defense Counsel’s revisions to the drafts of the notice
17 and memorandum in support. In the event Plaintiff disagrees with any of Defense Counsel’s
18 revisions, Class Counsel and Defense Counsel will expeditiously meet and confer in person or
19 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
20 Approval being filed with the Court.

21 10.1 Response to Objections. Each Party retains the right to respond to any
22 objection raised by a Participating Class Member, including the right to file responsive
23 documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as
24 otherwise ordered or accepted by the Court.

25 10.2 Duty to Cooperate. If the Court does not grant Final Approval or
26 conditions Final Approval on any material change to the Settlement (including, but not limited
27 to, the scope of release to be granted by Class Members), the Parties will expeditiously work
28 together in good faith to address the Court’s concerns by revising the Agreement as necessary to

1 obtain Final Approval. The Court's decision to award less than the amounts requested for the
2 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
3 and/or Administrator Costs Payment shall not constitute a material modification to the
4 Agreement within the meaning of this paragraph.

5 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
6 Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement
7 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
8 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the
10 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment
11 and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their
12 respective counsel, and all Participating Class Members who did not object to the Settlement as
13 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
14 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
15 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
16 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
17 Parties' obligations to perform under this Agreement will be suspended until such time as the
18 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
19 the amount of the Net Settlement Amount.

20 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify
21 Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
22 requires a material modification of this Agreement (including, but not limited to, the scope of
23 release to be granted by Class Members), this Agreement shall be null and void. The Parties shall
24 nevertheless expeditiously work together in good faith to address the appellate court's concerns
25 and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional
26 Administration Costs reasonably incurred after remittitur. An appellate decision to vacate,
27 reverse, or modify the Court's award of the Enhancement Award or any payments to Class
28

Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has 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 Actions 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 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, 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 Actions 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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense 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 to report income to appropriate taxing

1 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
2 subpoena issued by a state or federal government agency. Each Party agrees to immediately
3 notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such
4 information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
5 directly or indirectly, initiate any conversation or other communication, before the filing of the
6 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
7 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to
8 that effect. This paragraph does not restrict Class Counsel’s communications with Class
9 Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
10 Plaintiff and Class Counsel will not make any public disclosures of any kind regarding the
11 Settlement, including but not limited to postings on Class Counsel’s websites and postings on
12 any social media sites/outlets prior to the filing of the motion for preliminary approval motion.
13 Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage
14 Plaintiff to adhere to, the restriction against any public disclosures regarding the Settlement.
15 Class Counsel will not include or use the Settlement for any marketing or promotional purposes,
16 or for attempting to influence Defendant’s business relationships, either before or after the
17 Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement,
18 Plaintiff and Class Counsel shall not initiate any communications with the media or agents of
19 the media, shall issue no press release, and shall not post or display information, opinions,
20 statements or content on any social media site (like Facebook, Instagram, Twitter/X, etc.),
21 website, or blog, regarding this Settlement Agreement or the Actions. This prohibits any posting
22 on Class Counsel’s website concerning the Actions or this Settlement Agreement. If contacted
23 by the media or third parties about this litigation or its termination, Plaintiff and Class Counsel
24 may only state that “the matter was resolved.” Class Counsel will take all steps necessary to
25 ensure Plaintiff is aware of, and will encourage Plaintiff to adhere to, the restriction against
26 initiating any media comment. Nothing herein will restrict Class Counsel from including
27 publicly available information regarding this settlement in future judicial submissions regarding
28 Class Counsel’s qualifications and experience or for purposes of seeking court approval of

1 comparable settlements. The Parties agree that the provisions in this Paragraph are material terms
2 of this Settlement Agreement.

3 12.3 Confidentiality After Preliminary Approval. Class Counsel will not
4 include or use the Settlement for any marketing or promotional purposes, or for attempting to
5 influence Defendant's business relationships, either before or after the Motion for Preliminary
6 Approval is filed. Following preliminary approval of the Settlement, Plaintiff and Class Counsel
7 shall issue no press release, and shall not post or display information, opinions, statements or
8 content on any social media site (like Facebook, Instagram, Twitter/X, etc.), website, or blog,
9 regarding this Settlement Agreement or this Action. This prohibits any posting on Class
10 Counsel's website concerning this Action or this Settlement Agreement with the exception of
11 the posting of the Class Notice, the deadline to opt out of the settlement, object to the settlement
12 or dispute workweek calculations, and the date, time and location of the Final Approval hearing,
13 which may be posted during the period between the date the Court grants preliminary approval
14 of the Settlement through the date the Court grants final approval of the Settlement. In the event
15 that Plaintiff or Class Counsel receives any inquiry from a third party about this litigation or its
16 termination, Plaintiff and Class Counsel may state only that "the matter was resolved." Class
17 Counsel will take all steps necessary to ensure Plaintiff is aware of and adheres to the restriction
18 against initiating any media comment. Nothing herein will restrict Class Counsel from including
19 publicly available information regarding this Settlement in future judicial submissions regarding
20 Class Counsel's qualifications and experience. The Parties agree that the provisions in this
21 Paragraph are material terms of this Settlement Agreement.

22 12.4 No Solicitation. The Parties separately agree that they and their respective
23 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
24 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
25 Counsel's ability to communicate with Class Members in accordance with Defense Counsel's
26 and Class Counsel's ethical obligations and Class Counsel's fiduciary duties owed to Class
27 Members.
28

1 12.5 Integrated Agreement. Upon execution by all Parties and their counsel,
2 this Agreement together with its attached exhibits shall constitute the entire agreement between
3 the Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately
6 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
7 all appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms, and to execute any other documents reasonably required to
9 effectuate the terms of this Agreement including any amendments to this Agreement.

10 12.7 Cooperation. The Parties and their counsel will cooperate with each other
11 and use their best efforts, in good faith, to implement the Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement, the
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17 12.8 No Prior Assignments. The Parties separately represent and warrant that
18 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
20 cause of action, or right released and discharged by the Party in this Settlement.

21 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25 12.10 Modification of Agreement. This Agreement, and all parts of it, may be
26 amended, modified, changed, or waived only by an express written instrument signed by all
27 Parties or their representatives, and approved by the Court.
28

1 12.11 Agreement Binding on Successors. This Agreement will be binding upon,
2 and inure to the benefit of, the successors of each of the Parties.

3 12.12 Released Parties are Third-Party Beneficiaries. All Released Parties are
4 third party beneficiaries of this Agreement for purposes of the protections offered by this
5 Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to
6 any such Released Party as against Plaintiff, Participating Class Members, or Allegedly
7 Aggrieved Employees, or any party acting on Plaintiff's, Participating Class Members', and/or
8 Allegedly Aggrieved Employees' behalf.

9 12.13 Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by
10 signing this Agreement, Plaintiff will be bound by the terms herein, including the general release
11 described in Paragraph 5.1 above. Plaintiff further agrees that, upon signing this Agreement,
12 Plaintiff will not request to be excluded from this Settlement and that any such request for
13 exclusion by Plaintiff will be void and of no force or effect.

14 12.14 Applicable Law. All terms and conditions of this Agreement and its
15 exhibits will be governed by and interpreted according to the internal laws of the state of
16 California, without regard to conflict of law principles.

17 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and
18 preparation of this Agreement. This Agreement will not be construed against any Party on the
19 basis that the Party was the drafter or participated in the drafting.

20 12.16 Confidentiality. To the extent permitted by law, all agreements made, and
21 orders entered during the Actions and in this Agreement relating to the confidentiality of
22 information shall survive the execution of this Agreement.

23 12.17 Headings. The descriptive heading of any section or paragraph of this
24 Agreement is inserted for convenience of reference only and does not constitute a part of this
25 Agreement.

26 12.18 Calendar Days. Unless otherwise noted, all reference to "days" in this
27 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
28

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.19 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:

Thiago M. Coelho
thiago.coelho@wilshirelawfirm.com
 Chumahan Bowen
chumahan.bowen@wilshirelawfirm.com
 Jesenia A. Martinez
JeseniaMartinezsTeam@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

Yvonne Arvanitis Fossati
yvonne.fossati@jacksonlewis.com
 Martin P. Vigodnier
martin.vigodnier@jacksonlewis.com
JACKSON LEWIS P.C.
 725 South Figueroa Street, Suite 2800
 Los Angeles, California 90017
 Telephone: (213) 689-0404

12.20 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.

12.21 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

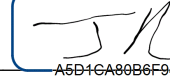
12.22 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of California Code of Civil Procedure section 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to California Evidence Code sections 1122, subdivision (a)(1) and 1123, subdivision (b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to California Code of Civil Procedure section 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 6/23/2026

DocuSigned by:


A5D1GA80B6F94E2...

Plaintiff Jared Hipsher

06/16/2026

DATED:



Alexis McCance (Jun 16, 2026 11:41:37 PDT)

Defendant Havas Formula LLC

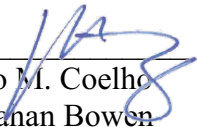
By: _____

Position: _____

1 Approved by counsel:

2 DATED: June 23, 2026

WILSHIRE LAW FIRM

4 BY: 

5 Thiago M. Coelho

6 Chumahan Bowen

Jesenia A. Martinez

7 *Counsel for Plaintiff Jared Hipsher and all others*
8 *similarly situated*

11 DATED: 6/23/26

JACKSON LEWIS P.C.

13 BY: 

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15 Martin P. Vigodnier

16 Counsel for Defendant Havas Formula, LLC.

17 4922-6322-3470, v. 1