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1 lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to  
2 timely pay wages during employment, failure to provide compliant wage statements, failure to timely  
3 pay wages upon termination, and failure to reimburse necessary business expenses, for violations of  
4 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California  
5 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California  
6 Labor Code violations. The complaints filed in the Class Action and PAGA Action are collectively  
7 referred as the Operative Complaints.

8         5. Defendant denies all material allegations set forth in the Actions and has asserted  
9 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
10 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),  
11 and Released PAGA Claims (as defined herein).

12         6. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
13 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
14 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
15 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
16 merits of the claims and contentions of the Parties.

17         7. On January 27, 2026, the Parties participated in mediation with Marc Feder, Esq. (the  
18 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
19 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
20 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
21 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
22 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class  
23 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
24 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
25 Members, State of California, and PAGA Employees in light of all known facts and circumstances,  
26 including the risk of significant delay and uncertainty associated with litigation and various defenses  
27 asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

## DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California and were in job positions that involved direct involvement and interactions with clients in Defendant’s programs, such as administrative assistants, counselors, community support workers, clinicians, and kitchen coordinators, etc., (herein referred to as “Program Staff Employee(s)”) at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne, and Lizeth Marin of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A.**”

1 f. “Class Period” means the period from November 26, 2023 through March 27,  
2 2026.

3 g. “Class Settlement” means the settlement and resolution of all Released Class  
4 Claims.

5 h. “Court” means the Superior Court of the State of California for the County of  
6 Monterey.

7 i. “Defendant’s Counsel” means Chandra A. Beaton and Brier M. Setlur of  
8 LightGabler LLP.

9 j. “Dispute” means a letter submitted by a Class Member disputing the number of  
10 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case  
11 name and number of the Action; (b) contain the Class Member’s full name, signature, address,  
12 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)  
13 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to  
14 the Class Member and what the Class Member contends is the correct number; and (d) be returned by  
15 mail to the Settlement Administrator at the specified address, postmarked on or before the Response  
16 Deadline.

17 k. “Effective Date” means the following: (i) if no Settlement Class Member  
18 objects to the Class Settlement, then the Effective Date will be the date the Court enters the Final  
19 Approval Order and Judgment ; or (ii) if any Settlement Class Member objects to the Class Settlement,  
20 the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided  
21 no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the  
22 Effective Date will be the day after final resolution of that appeal (including any requests for rehearing  
23 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

24 l. “Employer Taxes” means the employer’s share of taxes and contributions in  
25 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
26 in addition to the Gross Settlement Amount.

27 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in  
28 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA

Employees, and general release of claims, as set forth in Paragraph 13.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of Three Hundred Ninety One Thousand Dollars and Zero Cents (\$391,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 16.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 19.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 17.

u. “LWDA Payment” means the amount of Thirteen Thousand Dollars and Zero Cents (\$13,000.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA

1 under the PAGA Settlement, as set forth in Paragraph 14.

2 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount  
3 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
4 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and  
5 Settlement Administration Costs.

6 w. “Notice of Objection” means a Settlement Class Member’s written objection to  
7 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
8 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s  
9 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
10 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
11 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
12 specified address, postmarked on or before the Response Deadline.

13 x. “PAGA Amount” means the allocation of Twenty Thousand Dollars and Zero  
14 (\$20,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent (65%)  
15 of the PAGA Amount, or \$13,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the  
16 remaining thirty-five percent (35%), or \$7,000.00, will be distributed to the PAGA Employees (i.e.,  
17 the PAGA Employee Amount).

18 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-  
19 exempt employees who worked for Defendant in the State of California and were in job positions that  
20 involved direct involvement and interactions with clients in Defendant’s programs, such as  
21 administrative assistants, counselors, community support workers, clinicians, and kitchen  
22 coordinators, etc., (“Program Staff Employee(s)”), at any time during the PAGA Period.

23 z. “PAGA Employee Amount” means the amount of Seven Thousand Dollars and  
24 Zero Cents (\$7,000.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a  
25 *pro rata* basis based on their Pay Periods.

26 aa. “PAGA Period” means the period from November 26, 2023 through March 27,  
27 2026.

28 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA

1 Claims.

2 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked  
3 for Defendant as an hourly-paid and/or non-exempt employee in California and was a Program Staff  
4 Employee during the PAGA Period. Pay Periods will be calculated by the Settlement Administrator.

5 dd. "Preliminary Approval" means the date on which the Court enters the  
6 Preliminary Approval Order.

7 ee. "Preliminary Approval Order" means the order granting preliminary approval  
8 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
9 the Court.

10 ff. "Released Class Claims" means any and all claims which were alleged or which  
11 could have been reasonably alleged based on the factual allegations in the Operative Complaints,  
12 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure  
13 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
14 payments, provide one day's rest in seven, timely pay wages during employment and upon  
15 termination, provide accurate wage statements, and reimburse necessary business-related expenses in  
16 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551,  
17 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage  
18 Order, and California Business and Professions Code sections 17200, *et seq.*

19 gg. "Released PAGA Claims" means any and all claims which were alleged or  
20 which could have been reasonably alleged based on the factual allegations in the PAGA Letter and the  
21 Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys  
22 General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include  
23 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal  
24 and rest periods and associated premium payments, provide one day's rest in seven, timely pay wages  
25 during employment and upon termination, provide compliant wage statements, maintain complete and  
26 accurate payroll records, and reimburse necessary business-related expenses in violation of California  
27 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,  
28 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

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2           hh.     “Released Parties” means Defendant and its current and former officers,  
3 directors, members, owners, agents, employees, insurers, shareholders, subsidiaries, affiliates,  
4 predecessors, successors, and assigns.

5           ii.     “Request for Exclusion” means a letter submitted by a Class Member indicating  
6 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
7 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and  
8 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
9 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

11           jj.     “Response Deadline” means the deadline by which Class Members must submit  
12 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
13 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
14 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
15 Deadline will be extended to the next day on which the United States Postal service is open. The  
16 Response Deadline may also be extended by express agreement between Class Counsel and  
17 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
18 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
19 Response Deadline.

20           kk.     “Settlement Administrator” means CPT Group, Inc., or any other third-party  
21 class action settlement administrator agreed to by the Parties and approved by the Court for purposes  
22 of administering the Settlement. The Parties and their counsel each represent that they do not have  
23 any financial interest in the Settlement Administrator or otherwise have a relationship with the  
24 Settlement Administrator that could create a conflict of interest.

25           ll.     “Settlement Administration Costs” means the costs payable from the Gross  
26 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
27 Paragraph 15.

28           mm.    “Settlement Class” or “Settlement Class Member(s)” means all Class Members



1 who do not submit a timely and valid Request for Exclusion.

2 nn. "Workweeks" means the number of weeks each Class Member worked for  
3 Defendant as an hourly-paid and/or non-exempt employee in California and was a Program Staff  
4 Employee during the Class Period. Workweeks will be calculated by the Settlement Administrator.

### 5 **CLASS CERTIFICATION**

6 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
7 Class.

8 11. The Parties agree that certification for the purpose of settlement is not an admission  
9 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
10 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
11 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
12 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
13 non-settlement context.

### 14 **TERMS OF THE AGREEMENT**

15 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
16 forth herein, the Parties agree, subject to the Court's approval, as follows:

17 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
18 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five (35%) of the Gross  
19 Settlement Amount (i.e., \$136,850.00 if the Gross Settlement Amount is \$391,000.00) and  
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
21 of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both  
22 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work  
23 performed and any and all costs incurred by Class Counsel in connection with the litigation of the  
24 Actions, including without limitation all work performed and costs incurred to date, and all work to  
25 be performed and all costs to be incurred in connection with obtaining the Court's approval of this  
26 Settlement Agreement, including any objections raised and any appeals necessitated by those  
27 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
28 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement

1 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
2 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
3 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

4 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
5 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred  
6 Dollars and Zero (\$7,500.00). The Enhancement Payment, which will be paid from the Gross  
7 Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement  
8 Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee.  
9 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax  
10 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue  
11 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested  
12 Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net  
13 Settlement Amount for the benefit of the Settlement Class Members.

14 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
15 Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement  
16 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section  
17 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$13,000.00, will be paid  
18 to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$7,000.00, will be  
19 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the  
20 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the  
21 Individual PAGA Payments).

22 15. Settlement Administration Costs. The Settlement Administrator will be paid for the  
23 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
24 which is currently estimated not to exceed Eleven Thousand Dollars (\$11,000.00). These costs, which  
25 will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*,  
26 translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other  
27 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing  
28 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,

1 providing necessary reports and declarations, and other duties and responsibilities set forth herein to  
2 process the Settlement, and as requested by the Parties. To the extent the actual Settlement  
3 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be  
4 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the  
5 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required  
6 to fulfill payment to the Settlement Administrator to undertake the required settlement administration  
7 duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class  
8 Members.

9 16. Escalator Clause. Defendant has represented that the Class Members worked a total of  
10 18,594 Workweeks during the Class Period. If it is determined by the Settlement Administrator that  
11 the total number of Workweeks worked by the Class Members during the Class Period actually  
12 exceeds 18,594 by more than 10% (i.e., if the Workweeks exceed 20,454), then the Gross Settlement  
13 Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of  
14 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks  
15 increases by 11% to 20,640 Workweeks, then the Gross Settlement Amount will increase by 1%.

16 17. Individual Settlement Share Calculations. Individual Settlement Shares will be  
17 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
18 Workweeks, as follows:

19 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
20 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
21 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
22 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
23 entitled to receive under the Class Settlement.

24 b. After Final Approval, the Settlement Administrator will divide the final Net  
25 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
26 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
27 Value to yield each Settlement Class Member's final Individual Settlement Share.  
28

1           18.   Individual PAGA Payment Calculations. Individual PAGA Payments will be  
2 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
3 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
4 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the  
5 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period  
6 Value to yield each PAGA Employee's Individual PAGA Payment.

7           19.   Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
8 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
9 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
10 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
11 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
12 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
13 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
14 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
15 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
16 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
17 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

18           20.   Administration of Taxes by the Settlement Administrator. The Settlement  
19 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
20 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
21 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
22 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
23 taxes and other legally required withholdings to the appropriate government authorities.

24           21.   Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
27 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
28 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement

1 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class  
2 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
3 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class  
4 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
5 consequences of any payment they receive under the Settlement.

6 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
7 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
8 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
9 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
10 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
11 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
12 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
13 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
14 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
15 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
16 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
17 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
18 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
21 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
22 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
23 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
24 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S  
25 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
26 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
27 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
28 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

1           23.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
2 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
3 are issued to the payee. It is expressly understood and agreed that payments made under this  
4 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee  
5 to additional compensation or benefits under any new or additional compensation or benefits, or any  
6 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
7 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased  
8 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
9 any contrary language or agreement in any benefit or compensation plan document that might have  
10 been in effect during the Class Period).

11           24.     Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
12 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
13 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement  
14 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
15 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
16 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
17 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval  
18 Order seeking the following:

- 19           a.       Conditionally certifying the Class for settlement purposes only;
- 20           b.       Granting Preliminary Approval of the Settlement;
- 21           c.       Preliminarily appointing Plaintiff as the representative of the Class;
- 22           d.       Preliminarily appointing Class Counsel as counsel for the Class;
- 23           e.       Approving as to form and content, the mutually-agreed upon and proposed  
24 Class Notice and directing its mailing by First Class U.S. Mail;
- 25           f.       Approving the manner and method for Class Members to request exclusion  
26 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 27           g.       Scheduling a Final Approval Hearing at which the Court will determine whether  
28 Final Approval of the Settlement should be granted.

1           25.    Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
2 Class Counsel shall notify the LWDA of the Settlement.

3           26.    Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
4 Defendant will provide the Class List to the Settlement Administrator.

5           27.    Notice by First-Class U.S. Mail.

6               a.     Within fourteen (14) calendar days after receiving the Class List from  
7 Defendant, the Settlement Administrator will perform a search based on the National Change of  
8 Address Database or any other similar services available, such as provided by Experian, for  
9 information to update and correct for any known or identifiable address changes, and will mail a Class  
10 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all  
11 Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified  
12 by the Settlement Administrator.

13              b.     Any Class Notice returned to the Settlement Administrator as undeliverable on  
14 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
15 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
16 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
17 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
18 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
19 calendar days.

20              c.     Compliance with the procedures described herein above shall constitute due and  
21 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
22 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
23 provide notice of the Settlement.

24           28.    Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
25 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
26 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
28 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute

has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class



Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

31. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

1           33.     Certification of Completion. Upon completion of administration of the Settlement, the  
2 Settlement Administrator will provide a written declaration under oath to certify such completion to  
3 the Court and counsel for all Parties.

4           34.     Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. Plaintiff and  
9 Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement.  
10 Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it  
11 with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order  
12 and Judgment, which will provide for, in substantial part, the following:

13               a.     Approval of the Settlement as fair, reasonable, and adequate, and directing  
14 consummation of its terms and provisions;

15               b.     Certification of the Settlement Class;

16               c.     Approval of the application for Attorneys' Fees and Costs to Class Counsel;

17               d.     Approval of the application for Enhancement Payment to Plaintiff;

18               e.     Directing Defendant to fund all amounts due under the Settlement Agreement  
19 and ordered by the Court; and

20               f.     Entering judgment in the Action, while maintaining continuing jurisdiction, in  
21 conformity with California Rules of Court 3.769 and the Settlement Agreement.

22           35.     Funding of the Gross Settlement Amount. No later than twenty-one (21) calendar days  
23 after the Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes  
24 into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-  
25 1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information  
26 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official  
27 name, 8-digit state unemployment insurance tax ID number, and other information requested by the  
28 Settlement Administrator, no later than seven (7) calendar days after the Effective Date.

1           36.     Distribution of the Gross Settlement Amount. Within five (5) business days of the  
2 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
4 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class  
5 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
6 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
7 timely forward these to the appropriate government authorities.

8           37.     Settlement Checks. The Settlement Administrator will be responsible for undertaking  
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
11 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
12 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
13 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
14 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
15 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
16 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
17 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
18 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal  
19 Aid at Work (the proposed *cy pres* recipient) in accordance with California Civil Procedure Code  
20 Section 384. The Parties and their counsel each represent that they do not have any financial interest  
21 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of  
22 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and  
23 reporting required under applicable local, state, and federal tax laws that are necessitated due to the  
24 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the  
25 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts  
26 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or  
27 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be  
28 transmitted to Legal Aid at Work. Settlement Class Members whose Individual Settlement Payment  
checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees

1 whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA  
2 Settlement.

3 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross  
4 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,  
5 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
6 Released Class Claims.

7 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross  
8 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all  
9 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,  
10 relinquished, and discharged the Released Parties of all Released PAGA Claims.

11 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
12 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,  
13 and forever released, settled, compromised, relinquished, and discharged the Released Parties from  
14 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
15 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
16 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment  
17 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution  
18 of the Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general  
19 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the  
20 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released  
21 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the  
22 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil  
23 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as  
24 follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**  
28

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
2 **THE DEBTOR OR RELEASED PARTY.**

3 41. Final Approval Order and Judgment. The Parties shall provide the Settlement  
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
6 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
7 Class will be required.

8 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
9 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
10 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
11 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
12 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
13 Settlement Agreement.

14 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
15 Settlement Agreement shall have the following effects:

16 a. The Settlement Agreement shall be void and shall have no force or effect, and  
17 no Party shall be bound by any of its terms;

18 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
19 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
20 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
21 Administrator is notified that the Settlement has been terminated;

22 c. The Preliminary Approval Order and Final Approval Order and Judgment,  
23 including any order certifying the Class, shall be vacated;

24 d. The Settlement Agreement and all negotiations, statements, and proceedings  
25 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
26 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

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

45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

48. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this

1 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
2 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
3 constitute a waiver of any other provision.

4 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
8 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
9 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
12 confidentiality provisions that otherwise might apply under state or federal law.

13 50. Signatories. It is agreed that because the members of the Class are so numerous, it is  
14 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
15 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
16 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
17 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
18 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
19 Member and PAGA Employee.

20 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 53. Execution and Counterparts. This Settlement Agreement is subject only to the  
25 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
27 copies of the signature page, will be deemed to be one and the same instrument.

28 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived

1 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking  
2 into account all relevant factors, present and potential. The Parties further acknowledge that they are  
3 each represented by competent counsel and that they have had an opportunity to consult with their  
4 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if  
5 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the  
6 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the  
7 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

8 55. Invalidity of Any Provision. Before declaring any provision of this Settlement  
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
10 possible consistent with applicable precedents so as to define all provisions of this Settlement  
11 Agreement valid and enforceable.

12 56. Enforcement Action. In the event that one or more of the Parties institutes any legal  
13 action or other proceeding against any other Party or Parties to enforce the provisions of this  
14 Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful  
15 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
16 fees and costs, including expert witness fees, in connection with any enforcement actions.

17 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
18 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
19 to implement the Settlement.

20 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
21 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
22 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
23 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
25 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
26 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
27 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
28 construed as an admission or concession by Defendant of any such violations or failures to comply



1 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
2 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
3 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
4 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
5 federal, state, local, or other applicable law.

6 59. Captions. The captions and paragraph numbers in this Settlement Agreement are  
7 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
8 intent of the provisions of this Settlement Agreement.

9 60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
10 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
11 construed more strictly against one Party than another merely by virtue of the fact that it may have  
12 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
13 negotiations between the Parties, all Parties have contributed equally to the preparation of this  
14 Settlement Agreement.

15 61. Representation By Counsel. The Parties acknowledge that they have been represented  
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
17 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
18 reviewed in full.

19 62. All Terms Subject to Final Court Approval. All amounts and procedures described in  
20 this Settlement Agreement herein will be subject to final Court approval.

21 63. Notices. All notices, demands, and other communications to be provided concerning  
22 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third  
23 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed  
24 as follows:

25 To Plaintiff and Class Counsel:  
26 Jonathan M. Genish  
jgenish@blackstonepc.com  
27 Miriam L. Schimmel  
mschimmel@blackstonepc.com  
28 Joana Fang  
jfang@blackstonepc.com

Alexandra Rose  
arose@blackstonepc.com  
Jared C. Osborne  
josborne@blackstonepc.com  
Lizeth Marin  
lmarin@blackstonepc.com  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant and Defense Counsel:

Chandra A. Beaton  
cbeaton@lightgablerlaw.com  
Brier M. Setlur  
bsetlur@lightgablerlaw.com  
**LightGabler LLP**  
760 Paseo Camarillo, Suite 300  
Camarillo, California 93010  
Tel: (805) 248-7208 / Fax: (805) 248-7209

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF ANNA BREWER**

Dated: 03/18/2026

*Anna Brewer*  
\_\_\_\_\_  
Plaintiff Anna Brewer

**DEFENDANT INTERIM, INC.**

Dated: 3/18/2026

Signed by:

*Dr. Rhiyan Quiton*

5BDDA299E1334B7...

Dr. Rhiyan Quiton

Full Name:

Executive Director

Title:

On behalf of Defendant Interim, Inc.

**BLACKSTONE LAW, APC**

Dated: March \_\_, 2026

By:

Jonathan M. Genish

Miriam L. Schimmel

Joana Fang

Alexandra Rose

Jared C. Osborne

Lizeth Marin

Counsel for Representative Plaintiff Anna Brewer,

Class Members, and the PAGA Aggrieved Employees

**LIGHTGABLER LLP**

Dated: March 19, 2026

By: *Brier Miron Setlur*

Chandra A. Beaton

Brier Miron Setlur

Counsel for Defendant Interim, Inc.

**DEFENDANT INTERIM, INC.**

Dated: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Defendant Interim, Inc.

**BLACKSTONE LAW, APC**

Dated: March 18, 2026 By: Lizeth Marin  
Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
Lizeth Marin  
Counsel for Representative Plaintiff Anna Brewer,  
Class Members, and the PAGA Aggrieved Employees

**LIGHTGABLER LLP**

Dated: \_\_\_\_\_, 2026 By: \_\_\_\_\_  
Chandra A. Beaton  
Brier Miron Setlur  
Counsel for Defendant Interim, Inc.

# EXHIBIT A

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Anna Brewer v. Interim, Inc.***

**Superior Court of California for the County of Monterey, Case No. 24CV005057 & 25CV00623**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Anna Brewer ("Plaintiff") and Defendant Interim, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Anna Brewer v. Interim, Inc.*, Monterey County Superior Court, Case No. 24CV005057 and Case No. 25CV00623 (together, "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California and were in job positions that involved direct involvement and interactions with clients in Defendant's programs, such as administrative assistants, counselors, community support workers, clinicians, and kitchen coordinators, etc., (herein referred to as "Program Staff Employee(s)"), at any time during the Class Period.

**"Class Period"** means the period from November 26, 2023 through March 27, 2026.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California and were in job positions that involved direct involvement and interactions with clients in Defendant's programs, such as administrative assistants, counselors, community support workers, clinicians, kitchen coordinators, etc., ("Program Staff Employee(s)") at any time during the PAGA Period.

**"PAGA Period"** means the period from November 26, 2023 through March 27, 2026.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On November 26, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 27, 2024, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint in the Class Action. On January 31, 2025, Plaintiff commenced a representative action against Defendant under Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq. ("PAGA") for various alleged wage and hour violations in the PAGA Action. On February 17, 2026, the Court consolidated the Class Action and PAGA Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, failure to provide one day's rest in seven, failure to provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution,

penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Anna Brewer as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
Lizeth Marin  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Three Hundred Ninety-One Thousand Dollars and Zero Cents (\$391,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$136,850.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% (\$13,000.00) ("LWDA Payment") and the remaining 35% (\$7,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California and were Program Staff Employees during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California and were Program Staff Employees during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and Pay Periods Based on Defendant’s Records**

According to Defendant’s records:

- **From November 26, 2023 through March 27, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From November 26, 2023 through March 27, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Brewer v. Interim, Inc.*, Case No. 24CV005057); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks and Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED].  
The Individual Settlement Share is subject to reduction for the employee’s share of taxes and**



**withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, provide one day’s rest in seven, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and the Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, provide one day’s rest in seven, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, owners, agents, employees, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$136,850.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her

Individual Settlement Payment and Individual PAGA Payment that she may be entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

Additionally, if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Brewer v. Interim, Inc.*, Case No. 24CV005057); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

**C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Brewer v. Interim, Inc.*, Case No. 24CV005057); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, California 93940, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. You may can verify the date and time of the Final Approval Hearing by visiting the following website <https://www.monterey.courts.ca.gov/online-services/case-search>, clicking "Go to the portal," and typing in the Court Case Number "24CV005057." The Court's website is free to use.

Directions on how to appear remotely can be found at: <https://www.monterey.courts.ca.gov/online-services/remote-appearance>

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Clerk's Office at Monterey Courthouse located at 1200 Aguajito Road, Monterey, California 93940, during business hours.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**