

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Patricia Flores (“Plaintiff”
4 or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf
5 of the State of California with respect to aggrieved employees, and Defendants The Duncan Group
6 and People’s Self-Help Housing Corporation (together, “Defendants”) (collectively, Plaintiff and
7 Defendants are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On December 24, 2024, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendants.

16 2. On January 8, 2025, Plaintiff filed a Class Action Complaint in the action entitled
17 *Patricia Flores v. The Duncan Group, et al.*, Santa Barbara County Superior Court Case No.
18 25CV00142 (“Action”), thereby commencing a putative class action against Defendants.

19 3. On February 28, 2025, Plaintiff filed a Complaint for Enforcement Action Under the
20 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Patricia Flores*
21 *v. The Duncan Group, et al.*, Santa Barbara County Superior Court Case No. 25CV01530 (“PAGA
22 Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant
23 to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendants.

24 4. On March 25, 2026, Plaintiff submitted an amended written notice to the LWDA by
25 online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code
26 Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated
27 by Defendants. Together, the December 24, 2024 notice and March 25, 2026 notice are referred to as
28 the “PAGA Letter”.

1 5. The Parties agree that Plaintiff will file a First Amended Class and Representative
2 Action Complaint (“Operative Complaint”) in the Action, which will, *inter alia*, add the PAGA claims
3 alleged in the PAGA Action. Together, the Action and PAGA Action are referred to as the “Actions.”

4 6. The Operative Complaint alleges ten (10) causes of action for violations of the
5 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
6 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
7 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
8 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
9 to reimburse necessary business expenses, for violations of California Business & Professions Code
10 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
11 penalties under PAGA based on the aforementioned California Labor Code violations.

12 7. Defendants deny all material allegations set forth in the Actions and have asserted
13 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
14 Defendants desire to fully and finally settle the Actions, Released Class Claims (as defined herein),
15 and Released PAGA Claims (as defined herein).

16 8. Class Counsel diligently investigated the class and PAGA claims against Defendants,
17 including any and all applicable defenses and the applicable law. The investigation included, *inter*
18 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
19 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
20 relative merits of the claims and contentions of the Parties.

21 9. On October 14, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,
22 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
23 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
24 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
25 informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs
26 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
27 Class Counsel believes that the settlement with Defendants for the consideration and on the terms set
28 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the

1 Class Members, State of California, and PAGA Employees in light of all known facts and
2 circumstances, including the risk of significant delay and uncertainty associated with litigation and
3 various defenses asserted by Defendants.

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

9 **DEFINITIONS**

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

12 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
13 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and
14 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

15 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
16 non-exempt employees who worked for Defendants in the State of California at any time during the
17 Class Period.

18 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
19 Alexandra Rose, Jared C. Osborne, Kyle W. Wilson, and James S. Winn Jr. of Blackstone Law, APC,
20 who will seek to be appointed counsel for the Class.

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

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

1 f. "Class Period" means the period from January 8, 2021 through December 31,
2 2025.

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 Santa Barbara.

7 i. "Defendants' Counsel" means Ryan H. Crosner and Gabrielle E. Gordon of
8 Ogletree, Deakins, Nash, Smoak & Stewart.

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;
13 (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited
14 to the Class Member and what the Class Member contends is the correct number; and (d) be returned
15 by 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 of Final Approval; or (ii) if
19 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
20 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
21 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
22 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
23 in final judicial approval of the Settlement.

24 l. "Employer Taxes" means the employers' share of taxes and contributions in
25 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
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

1 Employees, and general release of claims, as set forth in Paragraph 15.

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

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

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

9 q. “Gross Settlement Amount” means the amount of One Million Four Hundred
10 Thousand Dollars and Zero Cents (\$1,400,000.00) to be paid by Defendants in full satisfaction of the
11 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
12 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
13 Amount to be paid to the Settlement Class Members. As Defendants have already paid the Prior Paid
14 Amount of Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) to Class Members,
15 the maximum amount of additional payment Defendants will pay as part of the Gross Settlement
16 Amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00), not including
17 Employer Taxes, unless the Escalator Clause is triggered. Defendants shall pay the Employer Taxes
18 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
19 reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
20 Settlement Amount is subject to increase, as provided in Paragraph 18.

21 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
22 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
23 calculated in accordance with Paragraph 20.

24 s. “Individual Settlement Payment” means the net payment of each Settlement
25 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
26 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
27 Paragraph 21.

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1 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
3 in accordance with Paragraph 19.

4 u. “LWDA Payment” means the amount of Forty-Five Thousand Five Hundred
5 Dollars and Zero Cents (\$45,500.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to
6 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

7 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
8 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
9 less the Prior Paid Amount and Court-approved Attorneys’ Fees and Costs, Enhancement Payment,
10 PAGA Amount, and Settlement Administration Costs.

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

18 x. “PAGA Amount” means the allocation of Seventy Thousand Dollars and Zero
19 Cents (\$70,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
20 (65%) of the PAGA Amount, or \$45,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
21 and the remaining thirty-five percent (35%), or \$24,500.00, will be distributed to the PAGA
22 Employees (i.e., the PAGA Employee Amount).

23 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-
24 exempt employees who worked for Defendants in the State of California at any time during the PAGA
25 Period.

26 z. “PAGA Employee Amount” means the amount of Twenty-Four Thousand Five
27 Hundred Dollars and Zero Cents (\$24,500.00), i.e., 35% of the PAGA Amount, to be distributed to
28 PAGA Employees on a *pro rata* basis based on their Pay Periods.

1 aa. “PAGA Period” means the period from December 24, 2023 through December
2 31, 2025.

3 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
4 Claims.

5 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
6 for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
7 Pay Periods will be calculated by the Settlement Administrator.

8 dd. “Preliminary Approval” means the date on which the Court enters the
9 Preliminary Approval Order.

10 ee. “Preliminary Approval Order” means the order granting preliminary approval
11 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
12 the Court.

13 ff. “Prior Paid Amount” means the amount of Five Hundred Fifty Thousand
14 Dollars and Zero Cents (\$550,000.00) that Defendants already paid to Class Members.

15 gg. “Released Class Claims” means any and all claims which were alleged or which
16 could have been alleged based on the factual allegations in the Operative Complaint, arising during
17 the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay
18 overtime and minimum wages, provide compliant meal and rest periods and associated premium
19 payments, timely pay wages during employment and upon termination, provide accurate and timely
20 wage statements, and reimburse necessary business-related expenses in violation of California Labor
21 Code Sections 201, 202, 203, 204, 210, 226, 226.7, 500, 510, 511, 512, 558, 1174, 1182.12, 1194,
22 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, the applicable Industrial Welfare Commission
23 Wage Order, and California Business and Professions Code sections 17200, *et seq.*

24 hh. “Released PAGA Claims” means any and all claims arising from any of the
25 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
26 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
27 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime
28 and minimum wages, provide compliant meal and rest periods and associated premium payments,

1 timely pay wages during employment and upon termination, provide compliant wage statements,
2 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
3 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 500, 510, 511,
4 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the
5 applicable Industrial Welfare Commission Wage Order.

6 ii. “Released Parties” means Defendants and their current and former officers,
7 directors, members, insurers, shareholders, subsidiaries, parent companies, affiliates, predecessors,
8 successors, assigns, joint venturers, employees, agents, attorneys, administrators, representatives,
9 heirs, estates, and any individual or entity that could be jointly liable with Defendants.

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

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

25 ll. “Settlement Administrator” means Apex Class Action, LLC, or any other third-
26 party class action settlement administrator agreed to by the Parties and approved by the Court for
27 purposes of administering the Settlement. The Parties and their counsel each represent that they do
28 not have any financial interest in the Settlement Administrator or otherwise have a relationship with

the Settlement Administrator that could create a conflict of interest.

mm. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 17.

nn. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

oo. “Workweeks” means the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period.

CLASS CERTIFICATION

12. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

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

TERMS OF THE AGREEMENT

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

14. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five (35%) of the Gross Settlement Amount (i.e., \$490,000.00 if the Gross Settlement Amount is \$1,400,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work

1 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
2 Settlement Agreement, including any objections raised and any appeals necessitated by those
3 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
4 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
5 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
6 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
7 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

8 15. Enhancement Payment. Defendants agree not to oppose or impede any application or
9 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
10 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
11 Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a
12 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
13 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
14 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
15 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
16 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
17 benefit of the Settlement Class Members.

18 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
19 Seventy Thousand Dollars and Zero Cents (\$70,000.00) shall be allocated from the Gross Settlement
20 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
21 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$45,500.00, will be paid
22 to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$24,500.00, will be
23 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
24 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
25 Individual PAGA Payments).

26 17. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
28 which is currently estimated not to exceed Eight Thousand One Hundred Ninety Dollars and Zero

Cents (\$8,190.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

18. Escalator Clause. Defendants have represented that the Class Members worked a total of 28,341 workweeks during the period January 8, 2020 to October 14, 2025. If it is determined that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 28,341 by more than 10% (i.e., if the Workweeks exceed 31,175), then the Gross Settlement Amount will increase on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 31,459 workweeks, then the Gross Settlement Amount will increase by 1%).

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

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

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1 b. After Final Approval, the Settlement Administrator will divide the final Net
2 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
3 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
4 Value to yield each Settlement Class Member’s final Individual Settlement Share.

5 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be
6 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
7 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
8 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
9 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
10 Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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1 23. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
5 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
6 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
8 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement.

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

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

16 26. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
19 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
20 draft of the preliminary approval motion before filing it with the Court. Defendants agree not to
21 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
22 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
23 Order seeking the following:

- 24 a. Conditionally certifying the Class for settlement purposes only;
- 25 b. Granting Preliminary Approval of the Settlement;
- 26 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 27 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 28 e. Approving as to form and content, the mutually-agreed upon and proposed

1 Class Notice and directing its mailing by First Class U.S. Mail;

2 f. Approving the manner and method for Class Members to request exclusion
3 from or object to the Class Settlement as contained herein and within the Class Notice; and

4 g. Scheduling a Final Approval Hearing at which the Court will determine whether
5 Final Approval of the Settlement should be granted.

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

8 28. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
9 Defendants will provide the Class List to the Settlement Administrator.

10 29. Notice by First-Class U.S. Mail.

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

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

25 c. Compliance with the procedures described herein above shall constitute due and
26 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
27 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
28 provide notice of the Settlement.

1 30. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
2 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
3 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
6 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
7 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
8 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
9 However, if a Class Member produces information and/or documents to the contrary, the Settlement
10 Administrator will evaluate the materials submitted by the Class Member and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member should be credited with under the Settlement. The Settlement
13 Administrator's decision on such disputes will be final and non-appealable.

14 31. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
15 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
16 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
17 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
19 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
20 submitted, and also identify the individuals who have submitted a timely and valid Request for
21 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
22 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
24 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
25 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
26 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
27 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
28 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

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

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

26 34. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
28 Agreement. Defendants 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 Defendants exercise this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

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

36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

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

b. Certification of the Settlement Class;

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

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

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

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

37. Funding of the Gross Settlement Amount. No later than twenty-one (21) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount, less the Prior Paid

1 Amount, and Employer Taxes into a Qualified Settlement Fund (“QSF”) within the meaning of
2 Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.
3 Defendants shall provide all information necessary for the Settlement Administrator to calculate
4 necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
5 number, and other information requested by the Settlement Administrator, no later than five (5)
6 business days after the Effective Date.

7 38. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
8 funding of the Gross Settlement Amount, less the Prior Paid Amount, the Settlement Administrator
9 will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA
10 Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff,
11 Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The
12 Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,
13 contributions, and withholding, and timely forward these to the appropriate government authorities.

14 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking
15 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
16 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
17 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
18 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
19 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
20 Members and PAGA Employees are not required to submit a claim to be issued an Individual
21 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
22 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
23 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
24 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
25 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
26 PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under
27 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
28 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake

1 amended and/or supplemental tax filings and reporting required under applicable local, state, and
2 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
3 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
4 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
5 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
6 PAGA Settlement.

7 40. Class Settlement Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
9 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
10 Released Class Claims. By virtue of this release, any claims under the FLSA that are predicated on
11 the Released Class Claims are subject to res judicata in accordance with *Rangel v. PLS Check Cashers*
12 *of Cal., Inc.*, 899 F.3d 1106(9th Cir. 2018).

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

17 42. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
19 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
20 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
21 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
22 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
23 and/or separation of employment with Defendants, which Plaintiff, at any time up until the execution
24 of this Settlement Agreement, had or claimed to have or may have. This includes without limitation
25 to: (a) all claims that were alleged, based on the facts contained, in the Operative Complaint; (b) all
26 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
27 Operative Complaint, the PAGA Letter, or ascertained during the Action or PAGA Action; and (c)
28 any and all claims which in any way relate to Plaintiff's employment with Defendants, under State or

1 Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint
2 or not, including but not limited to any claims under the Fair Labor Standards Act (“FLSA”), Title
3 VII, Americans with Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”), Age
4 Discrimination in Employment Act (“ADEA”), Private Attorneys General Act (“PAGA”), California
5 Labor Code, or any Industrial Welfare Commission Wage Order –now existing or arising in the future,
6 based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the
7 date of execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law
8 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
9 agree, nonetheless, that the Plaintiff’s release shall be and remain effective in all respects,
10 notwithstanding such different or additional facts or Plaintiff’s discovery of them. It is agreed that this
11 is a general release and is to be broadly construed as a release of all claims, provided that,
12 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
13 cannot be released hereunder by law. Any and all rights granted under any state or federal law or
14 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542
15 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
16 Civil Code reads as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
18 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
19 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
20 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
21 WITH THE DEBTOR OR RELEASED PARTY.
22

23 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
24 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
25 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
26 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
27 Class will be required.

28 ///

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

7 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

- 9 a. The Settlement Agreement shall be void and shall have no force or effect, and no Party
10 shall be bound by any of its terms;
- 11 b. In the event the Settlement Agreement is terminated, Defendants shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that
13 the terminating Party shall pay the Settlement Administrator for services rendered up
14 to the date the Settlement Administrator is notified that the Settlement has been
15 terminated;
- 16 c. The Preliminary Approval Order and Final Approval Order and Judgment, including
17 any order certifying the Class, shall be vacated;
- 18 d. The Settlement Agreement and all negotiations, statements, and proceedings relating
19 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
20 be restored to their respective positions in the Action prior to the execution of the
21 Settlement Agreement;
- 22 e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements,
23 or filings in furtherance of the Settlement (including all matters associated with the
24 mediation) shall be admissible or offered into evidence in the Action or any other action
25 for any purpose whatsoever; and
- 26 f. Any documents generated to bring the Settlement into effect, will be null and void, and
27 any order or judgment entered by the Court in furtherance of this Settlement Agreement
28 will likewise be treated as void from the beginning.

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

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

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

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

22 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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

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

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

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

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

25 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
3 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
4 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
5 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

10 58. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
11 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
12 to implement the Settlement.

13 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
14 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
15 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
16 specifically deny, they have violated any federal, state, or local law; violated any regulations or
17 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
18 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
19 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this
20 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
21 it, shall be construed as an admission or concession by Defendants of any such violations or failures
22 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
23 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
24 received as evidence in any action or proceeding to establish any liability or admission on the part of
25 Defendants or to establish the existence of any condition constituting a violation of, or a non-
26 compliance with, federal, state, local, or other applicable law.

27 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
28 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or

1 intent of the provisions of this Settlement Agreement.

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

8 62. Representation By Counsel. The Parties acknowledge that they have been represented
9 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
10 that this Settlement Agreement has been executed with the consent and advice of counsel, and
11 reviewed in full.

12 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
13 this Settlement Agreement herein will be subject to final Court approval.

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

18
19 To Plaintiff and Class Counsel:

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jgenish@blackstonepc.com

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To Defendants:
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OGLETREE, DEAKINS, NASH, SMOAK & STEWART
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Tel: (213) 457-5869 / Fax: (213) 239-9045

65. 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 Defendants:

IT IS SO AGREED.

PLAINTIFF PATRICIA FLORES

Dated: 04/14/2026

Patricia Flores
Plaintiff Patricia Flores

DEFENDANT THE DUNCAN GROUP

Dated: 04/21/26

Kenneth Trigueiro
[Kenneth Trigueiro \(Apr 21, 2026 09:09:08 PDT\)](#)

Full Name: Kenneth Trigueiro

Title: CEO & President

On behalf of Defendant The Duncan Group

[Signatures Continued on Following Page]

**DEFENDANT PEOPLE’S SELF-HELP
HOUSING CORPORATION**

Dated: 04/21/26

Kenneth Trigueiro
Kenneth Trigueiro (Apr 21, 2026 09:09:08 PDT)

Full Name: Kenneth Trigueiro

Title: CEO & President
On behalf of Defendant People’s Self-Help
Housing Corporation

2026.04.14 Settlement Agreement (signed by P)

Final Audit Report

2026-04-21

Created:	2026-04-21
By:	Nicole Ramos (nicoler@pshhc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtM9V_4C1B21Q0CMVq044qV3a-nDY-iFT

"2026.04.14 Settlement Agreement (signed by P)" History

-  Document created by Nicole Ramos (nicoler@pshhc.org)
2026-04-21 - 2:49:53 PM GMT
-  Document emailed to Kenneth Trigueiro (kennetht@pshhc.org) for signature
2026-04-21 - 2:49:59 PM GMT
-  Email viewed by Kenneth Trigueiro (kennetht@pshhc.org)
2026-04-21 - 2:52:06 PM GMT
-  Document e-signed by Kenneth Trigueiro (kennetht@pshhc.org)
Signature Date: 2026-04-21 - 4:09:08 PM GMT - Time Source: server
-  Agreement completed.
2026-04-21 - 4:09:08 PM GMT