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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ARNULFO MARQUEZ, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

v.

CORELATION, INC., and DOES 1 through
50, inclusive,

Defendants.

Case No. 25CU000658C

Assigned for All Purposes:

Judge: Judy S. Bae

Dept.: C-62

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: January 6, 2025

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Parties in the above action, currently pending in the San Diego Superior Court. Plaintiff PATRICIA WATERS, on behalf of herself, the Class Members, and the PAGA Aggrieved Employees, and CORELATION, INC. are collectively referred to as “Parties” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the civil action entitled *Arnulfo Marquez v. Corelation, Inc.*, Case No: 25CU000658C, currently pending in the San Diego Superior Court.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement, after obtaining competitive bids.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The estimate based on 285 class members and 194 PAGA Aggrieved Employees is not to exceed \$7,000.00.

1.4. “Class Members” means any and all non-exempt hourly employees who worked for Defendant in California at any time from January 6, 2021 through the Release Date, and who have not released any and all claims against Defendant in any individual settlement or severance agreement.

1.5. “Class Counsel” means Nicholas J. Ferraro, Lauren N. Vega, and Dorota A. James of Ferraro Vega Employment Lawyers, Inc.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and the Class Member’s total earnings during the Class Period and PAGA Pay Periods.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Representative Action Member).

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

1.10. "Class Notice" means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as **Exhibit 1** and incorporated by reference into this Agreement.

1.11. "Class Period" means the period from January 6, 2021 through the Release Date.

1.12. "Class Representative" means PATRICIA WATERS, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. "Court" means the Superior Court of California, County of San Diego.

1.14. "Defendant" means CORELATION, INC.

1.15. "Defense Counsel" means Harvey C. Berger of Berger & Williams, LLP.

1.16. "Effective Date" means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (b) the Judgment is final. The Judgment is final the later of the following: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement and intervenes in the action, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.17. "Final Approval" means the Court's order granting final approval of the Settlement.

1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.19. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.20. The total "Gross Settlement Amount" (GSA) is \$483,921.48. The GSA is comprised of (1) a payment previously made by Defendant in the amount of \$208,921.48, plus (b) an additional \$275,000.00 to be paid by Defendant, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses, Class Representative Service Payment, and the

Administrator's Expenses. Class Counsel Fees and Class Counsel Expenses include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of this Agreement, and obtaining judgment in the Action.

1.21. "Gross Individual Settlement Payment" is the amount of the money from the Gross Settlement Amount that shall be paid to each Participating Settlement Class Member. The amount shall be determined by the calculations provided in this Agreement in Section 3.2.4.

1.22 "Individual Settlement Payment" means the amount of each Participating Settlement Class Member's Gross Individual Settlement Payment less employee portions of state and federal withholding taxes, including the employee FICA, FUTA, and SDI contributions and any other payroll deductions required by law as a result of the payment of the amount allocated to such Participating Settlement Class Member under the terms of this Stipulation

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

1.24. "Judgment" means the judgment entered by the Court at Final Approval.

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

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

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (Defendant's share of employer taxes will be paid separately). The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.29. "PAGA Pay Period" means any pay period during which a PAGA Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

1.30. "PAGA Period" means the period from December 17, 2023 through the Release Date.

1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.33. "PAGA Penalties" means the PAGA allocation to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA.

1.34. "Participating Class Member" refers to a Class Member who does not opt out of the class.

1.35. "Plaintiff" means PATRICIA WATERS, the named plaintiff in the Action.

1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.37. "Preliminary Approval Order" means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38. "Release Date" means July 21, 2025.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Defendant, CORELATION, INC., and all present, former, or future parent companies, subsidiaries, divisions, trusts, predecessors, successors, assigns, joint venture and/or corporations; each of the foregoing's present, former or future: owners, officers, directors, shareholders, managers, members, administrators, shareholders, partners, companies, employees, insurers, successors, predecessors, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

1 1.42. "Representative Service Award" means the payment to the Class Representative for
2 prosecuting this Action and providing services in support of the Action.

3 1.43. "Request for Exclusion" means a Class Member's submission of a written request to
4 be excluded from the Class Settlement signed by the Class Member.

5 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
6 to Class Members and shall be the last date on which Class Members and may: (a) mail Requests
7 for Exclusion from the Settlement, or (b) mail an Objection to the Settlement.

8 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the
9 Judgment.

10 1.46. "Workweek" means any week during which a Class Member worked for Defendant
11 for at least one (1) day, during the Class Period.

12 **2. RECITALS.**

13 2.1. Plaintiff Arnulfo Marquez filed the original complaint in San Diego Superior Court
14 on January 6, 2025. Plaintiff filed a First Amended Complaint ("FAC") on February 24, 2025
15 asserting twelve (12) causes of action: 1. Minimum Wage Violations, 2. Failure to Pay All
16 Overtime Wages, 3. Meal Period Violations, 4. Rest Period Violations, 5. Paid Sick Leave
17 Violations, 6. Unpaid Vacation Wages, 7. Untimely Payment of Wages, 8. Wage Statement
18 Violations, 9. Waiting Time Penalties, 10. Failure to Reimburse Business Expenses, 11. Unfair
19 Competition, 12. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et*
20 *seq.*).

21 2.2 Defendant denies any liability or wrongdoing of any kind associated with the claims
22 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
23 purpose other than pursuant to this settlement. Defendant contends that it has complied at all times
24 with California and federal law. It is Defendant's position that, if this case were to be litigated, class
25 certification would be inappropriate because, among other things, Plaintiff is not an adequate class
26 representative, the Plaintiff's claims are not typical of putative class members, and individual issues
27 predominate over class issues.

1 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
2 to Defendant and the LWDA by sending the PAGA Notice on December 17, 2024.

3 2.4 On July 21, 2025, the Parties participated in a successful mediation presided over by
4 Hon. Jan Adler, Ret., and with extensive negotiations, the Parties reached this Agreement to settle
5 the Action.

6 2.5. Before mediation, Plaintiff obtained, through informal discovery, a list of all putative
7 class member and/or PAGA aggrieved employees with employee numbers as identifiers; Payroll
8 Register spreadsheets for a 35% sample of non-exempt employees who worked in California during
9 the Class/PAGA Periods for all pay periods from January 2021 through March 2021, Time Card
10 spreadsheets for the 35% sample for all such pay periods; Audit Trail spreadsheets for the 35%
11 sample for all such pay periods; spreadsheets detailing the January 10, 2025 and January 31, 2025
12 internet reimbursement payments made to current and former non-exempt California employees; a
13 spreadsheet detailing meal period premiums paid to non-exempt California employees during the
14 Class/PAGA Periods; a list of pay codes; Defendant's employee handbooks in effect during the
15 Class Period and relevant employment policies; and Plaintiff's personnel file, time records, and pay
16 records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
17 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
18 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

19 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
20 any other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 2.7. The Parties agree that the Action, the negotiation and execution of this Agreement,
23 and all acts performed or documents executed pursuant to or in furtherance of the Agreement (i)
24 shall not be used as an admission or evidence of wrongdoing by Released Parties; (ii) shall not be
25 an admission or evidence of fault by Released Parties in any action before a civil, criminal, or
26 administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission or
27 evidence of the appropriateness of these or similar claims for class certification in the Action or
28 with respect to any other proceeding.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 11 below,
3 Defendant promises to pay \$275,000.00 “new money”, and no more, as the Gross Settlement
4 Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the
5 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or
6 any payroll taxes) before the deadline stated in Paragraph 5.3 of this Agreement. The Administrator
7 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
8 Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will
9 revert to Defendant.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
11 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
12 Court in the Final Approval:

13 3.2.1. To Plaintiff/Class Representative: Representative Service Award to the Class
14 Representative of not more than \$10,000.00 (in addition to any Individual Class
15 Payment, and any Individual PAGA Payment, the Class Representative is entitled to
16 receive as a Participating Class Member). Defendant will not oppose Plaintiff’s
17 request for a Representative Service Award that does not exceed this amount.
18 Defendant shall object to any Representative Service Award to the previous Class
19 Representative. As part of the motion for Class Counsel Fees Payment and Class
20 Litigation Expenses Payment, Plaintiff will seek Court approval for any
21 Representative Service Award no later than sixteen (16) court days before the Final
22 Approval Hearing. If the Court approves a Representative Service Award less than
23 the amount requested, the Administrator will retain the remainder in the Net
24 Settlement Amount. The Administrator will pay the Representative Service Award
25 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
26 taxes owed on the Representative Service Award. In exchange for the Representative
27 Service Award, the Class Representative will execute a complete and full release in
28 favor of Defendant, as described in detail below.

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%,
2 which is currently estimated to be \$161,307.16 and a Class Counsel Litigation
3 Expenses Payment of not more than \$25,000. Defendant will not oppose requests for
4 these payments, provided they do not exceed these amounts. Plaintiff and/or Class
5 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
6 Expenses Payment no later than 16 court days before the Final Approval Hearing. If
7 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
8 Expenses Payment less than the amounts requested, the Administrator will allocate
9 the remainder to the Net Settlement Amount. Released Parties shall have no liability
10 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
11 portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses
12 Payment. The Administrator will pay the Class Counsel Fees Payment and Class
13 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
14 assumes full responsibility and liability for taxes owed on the Class Counsel Fees
15 Payment and the Class Counsel Litigation Expenses Payment, and holds Defendant
16 harmless and indemnifies Defendant from any dispute or controversy regarding any
17 division or sharing of any of these Payments.

18 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
19 \$7,000.00 except for a showing of good cause and as approved by the Court. To the
20 extent the Administration Expenses are less or the Court approves payment less than
21 \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

22 3.2.4. To Each Participating Class Member: Estimated proportionate share of the
23 Net Settlement Amount shall be determined by the Administrator pursuant to the
24 following formula: To determine the Gross Individual Settlement Payment for each
25 Participating Settlement Class Members, the Administrator:

26 a) The Administrator shall calculate the total aggregate number of weeks that all
27 Class Members were employed by, and worked for, Defendants as non-exempt
28 hourly individuals employed in California at any time during the Class Period,

1 excluding weeks when the Class Members did not work or were on leave for the
2 entire week ("Total Workweeks").

3 b) The value of each individual Qualifying Workweek shall then be determined
4 by dividing the Net Settlement Amount by the Total Workweeks, resulting in the
5 "Workweek Value." Each Individual Settlement Share shall then be determined by
6 multiplying the individual Participating Class Member's number of Qualifying
7 Workweeks by the Workweek Value.

8 c) For taxation purposes, the Gross Individual Settlement Payment to each
9 Participating Settlement Class Member shall be allocated as follows: Eighty Percent
10 (80%) shall be attributed to expense reimbursement, penalties, liquidated damages
11 and interest and payable on an IRS form 1099, and Twenty Percent (20%) shall be
12 attributed to wages ("Wage Component"), to be reported on a W-2 form.

13 d) The Administrator shall determine the eligibility for, and the amounts of, any
14 Individual Settlement Payments under the terms of this Agreement.

15 e) The Gross Individual Settlement Payments will be reduced by any required
16 legal deductions for each Participating Settlement Class Member. Standard employer
17 and employee payroll deductions will be made for state and federal withholding
18 taxes and any other payroll deductions owed by the Participating Class Members as a
19 result of the Wage Component. The Administrator will issue a check and IRS Form
20 W-2 to each Participating Settlement Class Member for the Wage Component.

21 f) The Parties stipulate to a) provisional class certification for purposes of
22 settling the Action only; and b) stipulate to stay the action solely to move for Court
23 approval. The Parties agree that class certification will be revoked if the Court denies
24 preliminary or final approval of the settlement, or if the settlement does not become
25 final for any other reason. The Parties shall cooperate in good faith to secure a court
26 order staying the Action and all deadlines, to provide for implementation of the
27 settlement. If the settlement is declared null and void by Defendant pursuant to
28

Paragraph 11, or if the Court denies preliminary or final approval of the settlement, the Parties will resume litigation.

3.2.4.1. Tax Allocation of Individual Class Payments. For tax purposes, settlement payments to Class Members shall be allocated (a) 80% as expense reimbursement, penalties, liquidated damages and interest, and (b) 20% as wages. Class Members shall be issued an IRS Form W-2 for amounts paid under this settlement deemed wages, and an IRS Form 1099 for the amounts allocated to expense reimbursement, penalties, liquidated damages and interest. Settlement payments to PAGA Representative Action Members shall be allocated 100% as penalties, and PAGA Representative Action Members shall be issued an IRS Form 1099 and be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments. Any representative service award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments (i.e., those that have requested exclusion). Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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

3.2.5.1. PAGA Representative Action Members estimated proportionate share of the PAGA Settlement Amount shall be determined by the Administrator pursuant to the following formula:

1 3.2.5.1.1. Individual PAGA Aggrieved Employees who worked as
2 current and former non-exempt hourly individuals employed by
3 Defendant at any time from December 17, 2023 through the Release
4 Date;

5 3.2.5.1.2. To calculate each Aggrieved Employee's proportionate
6 share: The Administrator shall calculate the total aggregate number of
7 Pay Periods that all PAGA Individuals were employed by, and
8 worked for, Defendant as non-exempt hourly individuals employed in
9 California at any time during the PAGA Period. The value of each
10 individual Pay Period shall then be determined by dividing the PAGA
11 Payment Amount of \$3,500.00 by the Total Pay Periods resulting in
12 the "Pay Period Value." Each Individual PAGA Share shall then be
13 determined by multiplying the Individual PAGA Member's number
14 of Pay Periods by the Pay Period Value.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1. Based on a review of its records, Defendant estimates there are 285 Class Members who
17 worked 36,955 workweeks. Defendant estimates there are 194 PAGA Aggrieved Employees who
18 worked a total of 5,089 PAGA Pay Periods.

19 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval
20 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
21 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
22 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
23 for no other purpose, and restrict access to the Class Data to Administrator employees who need
24 access to the Class Data to perform under this Agreement. Defendant has a continuing duty to
25 immediately notify Class Counsel if it discovers that the Class Data omitted class member
26 identifying information and to provide corrected or updated Class Data as soon as reasonably
27 feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to
28 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
3 transmitting the funds to the Administrator. Within sixty (60) days of the Court entering an order
4 granting Final Approval Defendant shall deposit \$275,000.00 with the Administrator in an interest-
5 bearing escrow account, and any Employer share of payroll taxes.

6 **5. DISTRIBUTION OF SETTLEMENT FUNDS.**

7 5.1. Payments from the Gross Settlement Amount. Within fourteen (14) days after
8 Defendant funds the total Gross Settlement Amount, the Administrator will mail checks for all
9 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
10 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
11 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
12 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
13 Representative Service Payment shall not precede disbursement of Individual Class Payments and
14 Individual PAGA Payments.

15 5.1.1. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class U.S.
17 Mail, postage prepaid. The face of each check shall prominently state the date (180
18 days after the date of mailing) when the check will be voided. The Administrator will
19 cancel all checks not cashed by the void date. The Administrator will send checks for
20 Individual Settlement Payments to all Participating Class Members (including those
21 for whom Class Notice was returned undelivered). The Administrator will send
22 checks for Individual PAGA Payments to all Aggrieved Employees including Non-
23 Participating Class Members who qualify as Aggrieved Employees (including those
24 for whom Class Notice was returned undelivered). The Administrator may send
25 Participating Class Members a single check combining the Individual Class Payment
26 and the Individual PAGA Payment. Before mailing any checks, the Administrator
27 must update the recipients' mailing addresses using the National Change of Address
28 Database.

1 5.1.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within seven (7) days of receiving a returned check the Administrator must
4 re-mail checks to the USPS forwarding address provided or to an address ascertained
5 through the Class Member Address Search. The Administrator need not take further
6 steps to deliver checks to Class Members whose re-mailed checks are returned as
7 undelivered. The Administrator shall promptly send a replacement check to any
8 Class Member whose original check was lost or misplaced, requested by the Class
9 Member before the void date.

10 5.1.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to the California
13 Controller's Unclaimed Property Fund in the name of the Class Member thereby
14 leaving no "unpaid residue" under Code of Civil Procedure Section 384, subd. (b).
15 The Parties, Class Counsel and Defense Counsel represent that they have no interest
16 or relationship, financial or otherwise, with the California Controller's Unclaimed
17 Property Fund.

18 5.1.4. The payment of Individual Class Payments and Individual PAGA Payments
19 shall not obligate Defendant to confer any additional benefits, compensation or make
20 any additional payments to Class Members (such as 401(k) contributions or bonuses)
21 beyond those specified in this Agreement, nor, for current employees, shall such
22 payments be included for any overtime, compensation or benefit purposes.

23 **6. RELEASE OF CLAIMS.**

24 Effective the earlier of the date when Court enters Judgment, or on the date when Defendant
25 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
26 Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Class
27 Counsel will release claims against all Released Parties as follows:
28

1 6.1 Plaintiff's Release. As part of the consideration for Plaintiff's representative service
2 award, by this Agreement, Plaintiff individually releases all known and unknown claims of any type
3 whatsoever that she may have against the Released Parties. This release is entitled "Individual
4 General Release," ("Release"). This Release includes, but will not be limited to, a release of all
5 claims under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII
6 of the Civil Rights Act of 1964, all claims arising out of Plaintiff's employment (other than claims
7 which cannot be released by law), and all claims for wage and hour violations or compensation,
8 business expenses or any claims brought in this Action, but does not release any obligations
9 Employee may have under any Confidentiality or similar agreement signed with Employer. This
10 release also includes a release of any and all claims, known or unknown, contingent or accrued
11 arising out of any act or event that occurred before execution of the release, including a California
12 Civil Code section 1542 waiver.

13 6.1.1 For purposes of Plaintiff's Individual General Release, the named Plaintiff
14 waives and relinquishes the provisions of section 1542 of the Civil Code, which
15 reads:

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

20 6.1.2 Plaintiff acknowledges that this Release will include in its effect, without
21 limitation, all claims which Plaintiff does not know of or suspect to exist at the time
22 of signing this Agreement, and that this Agreement contemplates the release of any
23 such claims.

24 6.2 Release by Class Members: Each Class Member who does not opt out of the settlement
25 shall be deemed to release the Released Parties from any and all claims, known or unknown, that:
26 were asserted in any and all of the complaints in the Action and any of Plaintiffs' letters to the
27 LWDA (including any amended complaints or letters); and/or any and all claims, that could have
28 been asserted based on the factual allegations in all of the complaints in the Action and any of
Plaintiffs' (or the former representative's) letters to the LWDA (including any amended complaints

1 or letters). This includes but is not limited to claims for or related to failure to pay overtime wages
2 under California law; failure to pay minimum wage under California law; failure to provide meal
3 periods; failure to provide rest periods; paid sick leave violations; unpaid vacation wages; waiting
4 time penalties; failure to reimburse business expenses; failure to pay all wages upon termination;
5 failure to provide accurate wage statements; unfair competition; any unpaid wages or compensation
6 related to any or all of the foregoing; restitution related to any or all of the foregoing; and any
7 penalties, including statutory or civil penalties, related to any or all of the foregoing. This release
8 includes, but is not limited to, any and all claims pursuant to: California Labor Code §§ 200, 201,
9 202, 203, 204, 210, 218, 218.6, 226, 226.7, 227.3, 246 – 248.7, 510, 512, 516, 558, 558.1, 1182.12,
10 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; Business & Professions Code §§ 17200 - 17208;
11 and applicable Industrial Welfare Commission Wage Order. The release shall run through the
12 Release Date.

13 6.3. Release by PAGA Representative Action Members: Each PAGA Representative Action
14 Member, irrespective whether opting out of the settlement as a Non-Participating Class Member,
15 shall be deemed to release the Released Parties from any and all claims known or unknown, for
16 civil penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all
17 of the complaints in the Action and any of Plaintiffs' (or the former representative's) letter to the
18 LWDA (including any amended complaints or letters); and any and all claims, that could have been
19 asserted based on any or all the factual allegations in any and all of the complaints in the Action and
20 any of Plaintiffs' letters to the LWDA (including any amended complaints or letters). This release
21 includes, but is not limited to, claims for, or related to, PAGA civil penalties premised on: Labor
22 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246 – 248.7, 256, 510, 512, 516, 1174,
23 1194, 1197, 1198, 2698, 2699, 2699.3, 2802, and 2804; failure to pay overtime wages; failure to
24 pay minimum wage; failure to provide meal periods; failure to provide rest periods; paid sick leave
25 violations; unpaid vacation wages; failure to reimburse business expenses; failure to pay all wages
26 upon termination; and failure to provide accurate wage statements. The release shall run through the
27 Release Date.

28 ///

1 **7. MOTION FOR PRELIMINARY APPROVAL.**

2 Plaintiff will promptly file a second amended complaint to name WATERS as the new class
3 and PAGA representative, and seek to remove MARQUEZ as the named representative. Plaintiff
4 WATERS shall be added as a class representative through stipulation and amendment. Following
5 the filing of the amended complaint, Plaintiff WATERS will then promptly prepare and file a
6 motion for preliminary approval (“Motion for Preliminary Approval”).

7 7.1 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including a draft of the notice to be sent
9 to Class Members.

10 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing this agreement; and for appearing in Court to advocate in favor of the
12 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s
13 Preliminary Approval to the Administrator.

14 **8. SETTLEMENT ADMINISTRATION.**

15 8.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
16 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this
17 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
18 payment of Administration Expenses. The Parties and their Counsel represent that they have no
19 interest or relationship, financial or otherwise, with the Administrator other than a professional
20 relationship arising out of previous experiences administering settlements.

21 8.2. Employer Identification Number. The Administrator shall have and use its own
22 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
23 reports to state and federal tax authorities.

24 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
25 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
26 section 468B-1.

27 ///

28 ///

1 8.4. Notice to Class Members.

2 9.4.1 No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, PAGA Members, earnings and pay periods in the Class
5 Data.

6 8.4.2. Using best efforts to perform as soon as possible, and in no event later than
7 fourteen (14) days after receiving the Class Data, the Administrator will send to all
8 Class Members identified in the Class Data, via first-class United States Postal
9 Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in
10 the form attached to this Agreement as **Exhibit 1**. The first page of the Class Notice
11 shall prominently estimate the dollar amounts of any Individual Class Payment
12 and/or Individual PAGA Payment payable to the Class Member, and the total
13 earnings during the class period and PAGA Pay Periods (if applicable) used to
14 calculate these amounts. Before mailing Class Notices, the Administrator shall
15 update Class Member addresses using the National Change of Address database.

16 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any
17 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail
18 the Class Notice using any forwarding address provided by the USPS. If the USPS
19 does not provide a forwarding address, the Administrator shall conduct a Class
20 Member Address Search, and re-mail the Class Notice to the most current address
21 obtained. The Administrator has no obligation to make further attempts to locate or
22 send Class Notice to Class Members whose Class Notice is returned by the USPS a
23 second time.

24 8.4.4. The deadlines for Class Members’ written objections, challenges to total
25 earnings and/or pay periods, and Requests for Exclusion will be extended an
26 additional fourteen (14) days beyond the forty-five (45) days otherwise provided in
27 the Class Notice for all Class Members whose notice is re-mailed. The Administrator
28

1 will inform the Class Member of the extended deadline with the re-mailed Class
2 Notice.

3 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data
5 and should have received Class Notice, the Parties will expeditiously meet and
6 confer in person or by telephone, and in good faith, in an effort to agree on whether
7 to include them as Class Members. If the Parties agree, such persons will be Class
8 Members entitled to the same rights as other Class Members, and the Administrator
9 will send, via email or overnight delivery, a Class Notice requiring them to exercise
10 options under this Agreement not later than fourteen (14) days after receipt of Class
11 Notice, or the deadline dates in the Class Notice, whichever are later.

12 8.5 Requests for Exclusion (Opt-Outs).

13 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for
15 Exclusion not later than forty-five (45) days after the Administrator mails the Class
16 Notice. A Request for Exclusion is a letter from a Class Member or a representative
17 that reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, address and email address or
19 telephone number. To be valid, a Request for Exclusion must be timely postmarked
20 by the Response Deadline.

21 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it
22 fails to contain all the information specified in the Class Notice. The Administrator
23 shall accept any Request for Exclusion as valid if the Administrator can reasonably
24 ascertain the identity of the person as a Class Member and the Class Member's
25 desire to be excluded. The Administrator's determination shall be final and not
26 appealable or otherwise susceptible to challenge. If the Administrator has reason to
27 question the authenticity of a Request for Exclusion, the Administrator may demand
28 additional proof of the Class Member's identity. The Administrator's determination

1 of authenticity shall be final and not appealable or otherwise susceptible to
2 challenge.

3 8.5.3 Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement,
5 entitled to all benefits and bound by all terms and conditions of the Settlement,
6 including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of
7 this Agreement, regardless of whether the Participating Class Member actually
8 receives the Class Notice or objects to the Settlement.

9 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is
10 a Non-Participating Class Member, and shall not receive an Individual Class
11 Payment or have the right to object to the class action components of the Settlement.
12 Because future PAGA claims are subject to claim preclusion upon entry of
13 Judgment, Non-Participating Class Members who are Aggrieved Employees are
14 deemed to release the claims identified in Paragraph 6.3 of this Agreement and are
15 eligible for an Individual PAGA Payment.

16 8.6 Challenges to Calculation of Earnings. Each Class Member shall have forty-five (45)
17 days after the Administrator mails the Class Notice to challenge the amount and number of the total
18 earnings and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
19 Class Member may challenge the allocation by communicating in writing with the Administrator
20 via fax, email or mail. The Administrator must encourage the challenging Class Member to submit
21 supporting documentation. In the absence of any contrary documentation, the Administrator is
22 entitled to presume that the earnings contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of earnings and/or pay periods shall be final and not appealable or otherwise susceptible
25 to challenge. The Administrator shall promptly provide copies of all challenges to calculation of
26 earnings and/or pay periods to Defense Counsel and Class Counsel and the Administrator's
27 determination of the challenges.

28 ///

1 8.7 Objections to Settlement.

2 8.7.1 Only Participating Class Members may object to the class action components
3 of the Settlement and/or this Agreement, including contesting the fairness of the
4 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6 8.7.2 Participating Class Members may send written objections to the Administrator
7 by mail. In the alternative, Participating Class Members may appear in Court (or hire
8 an attorney to appear in Court) to present verbal objections at the Final Approval
9 Hearing. A Participating Class Member who elects to send a written objection to the
10 Administrator must do so not later than forty-five (45) days after the Administrator's
11 mailing of the Class Notice.

12 8.7.3 Non-Participating Class Members have no right to object to any of the class
13 action components of the Settlement.

14 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 8.8.1 Toll-Free Number. The Administrator will also maintain a toll-free telephone
17 number to receive Class Member calls.

18 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
19 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
20 Not later than five (5) days after the expiration of the deadline for submitting
21 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
22 Defense Counsel containing (a) the names and other identifying information of Class
23 Members who have timely submitted valid Requests for Exclusion ("Exclusion
24 List"); (b) the names and other identifying information of Class Members who have
25 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
26 from Settlement submitted (whether valid or invalid).

27 8.8.3 Weekly Reports. The Administrator must, on a bi-weekly basis, provide written
28 reports to Class Counsel and Defense Counsel that, among other things, tally the

1 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
2 Requests for Exclusion (whether valid or invalid) received, objections received,
3 challenges to earnings and/or pay periods received and/or resolved, and checks
4 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
5 Report”). The Weekly Reports must provide the Administrator’s assessment of the
6 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
7 and objections received.

8 8.8.4 Earnings Challenges. The Administrator has the authority to address and make
9 final decisions consistent with the terms of this Agreement on all Class Member
10 challenges over the calculation of total earnings. The Administrator’s decision shall
11 be final and not appealable or otherwise susceptible to challenge.

12 8.8.5 Administrator’s Declaration. Not later than ten (10) days before the date by
13 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,
14 the Administrator will provide to Class Counsel and Defense Counsel, a signed
15 declaration suitable for filing in Court attesting to its due diligence and compliance
16 with all of its obligations under this Agreement, including, but not limited to, its
17 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
18 Class Notices, attempts to locate Class Members, the total number of Requests for
19 Exclusion from Settlement it received (both valid or invalid), the number of written
20 objections and attach the Exclusion List. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator’s declaration(s) in Court.

23 8.8.6 Final Report by Administrator. Within ten (10) days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements by
26 employee identification number only of all payments made under this Agreement. At
27 least fifteen (15) days before any deadline set by the Court, the Administrator will
28 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration

1 suitable for filing in Court attesting to its disbursement of all payments required
2 under this Agreement. Class Counsel is responsible for filing the Administrator's
3 declaration in Court.

4 **9. CLASS AND REPRESENTATIVE CLASS SIZE ESTIMATES**

5 Based on its records, Defendant estimates that (1) there are 285 Class Members who worked
6 a total of 36,955 workweeks, and (2) there are 194 PAGA Representative Action Members who
7 worked a total of 5,089 PAGA Pay Periods.

8 9.1 Change In Workweek Count. As set forth in Paragraph 4.1, Defendant estimates that,
9 as of July 21, 2025, the Class Members collectively worked a total of 36,955 workweeks. In the
10 event the Class Data reflects a material inaccuracy in the estimated number of 36,955 workweeks
11 (defined as more than a ten percent (10%) increase), the Parties shall meet and confer, including
12 conferring with the mediator, to identify a mutually acceptable resolution that may include, but not
13 be limited to, a proportional increase in the Gross Settlement Amount or a shortening of the Class
14 Release Period and/or PAGA Release Period.

15 **10. DEFENDANT'S RIGHT TO WITHDRAW**

16 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five
17 percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to
18 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall
19 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further
20 obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of
21 its election to withdraw not later than seven (7) days after the Administrator sends the final
22 Exclusion List to Defense Counsel; late elections will have no effect.

23 **11. MOTION FOR FINAL APPROVAL.**

24 Not later than sixteen (16) court days before the calendared Final Approval Hearing,
25 Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for
26 approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
27 Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall
28 provide drafts of the Proposed Judgment to Defense Counsel before filing the Motion for Final

1 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
2 telephone, and in good faith, to resolve any disagreements concerning the Proposed Order and
3 Judgment.

4 11.1 Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in Court no later
6 than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by
7 the Court.

8 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the scope of
10 release to be granted by Class Members), the Parties will expeditiously work together in good faith
11 to address the Court's concerns and negotiate revisions to the Agreement as necessary to obtain
12 Final Approval. The Court's decision to award less than the amounts requested for the
13 Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Administrator Expenses Payment shall not constitute a material modification to the
15 Agreement within the meaning of this paragraph.

16 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
17 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of:

- 18 (i) enforcing this Agreement and/or Judgment,
19 (ii) addressing settlement administration matters, and
20 (iii) addressing such post-Judgment matters as are permitted by law.

21 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, including the Class Counsel Fees Payment and Class Counsel
23 Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective
24 counsel, and all Participating Class Members who did not object to the Settlement as provided in
25 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
26 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
27 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
28 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations

1 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
2 and the Judgment becomes final.

3 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted by
6 Class Members), this Agreement shall be null and void. The Parties shall then expeditiously work
7 together in good faith to address the appellate court's concerns and to obtain Final Approval and
8 entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably
9 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
10 the Class Representative Service Payment or any payments to Class Counsel shall not constitute a
11 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
12 Settlement Amount remains unchanged.

13 **12. ADDITIONAL PROVISIONS.**

14 12.1 No Admission of Liability, Class Certification or Representative Manageability for
15 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
17 any of the allegations in the FAC have merit or that Defendant has any liability for any claims
18 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
19 defenses in the Action have merit. The Parties agree that class certification and representative
20 treatment is for purposes of this Settlement only. If, for any reason the Court does not grant
21 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
22 certification of any class for any reason, and Defendant reserves all available defenses to the claims
23 in the Action, and Plaintiff reserves the right to move for class certification on any grounds
24 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
25 willingness to settle the Action will have no bearing on, and will not be admissible in connection
26 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
27 Agreement).

1 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
4 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
5 to Class Members.

6 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties relating
8 to the Settlement, superseding any and all oral representations, promises, or inducements made to or
9 by any Party. Nothing in this Agreement releases any Class Member from their obligations under
10 any company confidentiality agreement.

11 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
12 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
13 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
14 terms, and to execute any other documents reasonably required to effectuate the terms of this
15 Agreement including any amendments to this Agreement.

16 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their
17 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
18 Agreement, submitting supplemental evidence and supplementing points and authorities if
19 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
20 document necessary to implement the Settlement, or on any modification of the Agreement that
21 may become necessary to implement the Settlement, the Parties will seek the assistance of first
22 Judge Adler, then the Court or a mediator for resolution.

23 12.6 No Previous Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
26 action, or right released and discharged by the Party in this Settlement.

27 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
28 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied

1 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
2 10, as amended) or otherwise. The Parties acknowledge and agree that (i) no provision of this
3 Agreement, and no written communication or disclosure between or among the Parties or their
4 attorneys and other advisers, is or was intended to be, nor shall any such communication or
5 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the
6 United States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (ii) the
7 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
8 counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has
9 not entered into this Agreement based upon the recommendation of any other party or any attorney
10 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
11 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
12 acknowledging part, and (iii) no attorney or adviser to any other party has imposed any limitation
13 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
14 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
15 treatment or structure of any transaction, including any transaction contemplated by this Agreement.

16 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 12.10 Governing Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the laws of the state of California, without regard to
23 conflict of law principles.

24 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

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

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

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

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

To Plaintiffs: Nicholas J. Ferraro
Lauren n. Vega
Dorota A James
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, CA 92108
nick@ferrarovega.com,
lauren@ferrarovega.com
dorota@ferrarovega.com

To Defendant: Harvey C. Berger
Berger & Williams, LLP
401 B Street, Suite 2000
San Diego, CA 92101
berger@bergerwilliams.com, and
waller@bergerwilliams.com, and
ckurtz@corelationinc.com, and
nnouskajian@corelationinc.com

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

1 signed counterparts. An executed counterpart will be admissible in evidence to prove the existence
2 and contents of this Agreement.

3 12.17 Parties' Authority. The signatories represent that they are fully authorized to enter into
4 and bind the Parties to the terms and conditions of this Agreement.

5
6 Executed at San Diego, California, this 28th day of September, 2025.

7
8 *Patricia Waters*

9 Signature of Class Representative
PATRICIA WATERS

10 Executed at San Diego, California, this 27th day of September, 2025.

11
12 DocuSigned by:

13 *Nathan Nouskajian*

E37AD4460B0448D

14 (Print name) Nathan Nouskajian

15 (Title) Chief Legal Officer

16 On behalf of Defendant
17 CORELATION, INC.

**AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Plaintiff Patricia Waters and Defendant Corelation, Inc. (collectively, the “Parties”), the Parties to the Class Action and PAGA Settlement Agreement (“Settlement”) reached on September 28, 2025 in the matter titled *Marquez, et al. v. Corelation, Inc.*, San Diego Superior Court, Case No. 25CU000658C agree and acknowledge as follows:

1. **Exclusion of Arnulfo Marquez from Settlement.** Plaintiff Arnulfo Marquez, and any and all claims he may have against Defendant Corelation, Inc., are expressly excluded from the Settlement. Arnulfo Marquez shall not be bound by the Settlement, as that term is defined in Section 1.45 of the Settlement, unless and until he affirmatively opts in.
2. **Exclusion from Class Definition.** Accordingly, Arnulfo Marquez is excluded from the definition of “Class Members” as set forth in Section 1.4 of the Settlement and does not release any of the claims identified in Section 6 of the Settlement.
3. **Preservation of Individual Claims.** Nothing in the Settlement or this Amendment shall be construed to waive, release, impair, or otherwise affect Arnulfo Marquez’s individual claims, including any claims arising out of his employment with Defendant Corelation, Inc.
4. **Court Authorization.** This Amendment is entered pursuant to the Court’s Order dated November 7, 2025, and the Court’s reasoning stated on the record in connection with Plaintiff’s Counsel’s Motion to Withdraw as Counsel for Arnulfo Marquez. Specifically,

the Court directed the Parties to expressly carve out Arnulfo Marquez's individual claims from the Settlement in order to protect those claims.

Except as expressly modified by this Amendment, all other terms and provisions of the Settlement remain unchanged and in full force and effect.

Dated: Jan 23, 2026

Patricia Waters

Signature of Class Representative

PATRICIA WATERS

Dated: _____

(Print name)_____

(Title)_____

On behalf of Defendant CORELATION,
INC.

the Court directed the Parties to expressly carve out Arnulfo Marquez's individual claims from the Settlement in order to protect those claims.

Except as expressly modified by this Amendment, all other terms and provisions of the Settlement remain unchanged and in full force and effect.

Dated: _____

Signature of Class Representative
PATRICIA WATERS

Dated: 1/24/2026

DocuSigned by:

E37AD1469B0148D...
(Print name) Nathan Nouskajian
(Title) Chief Legal Officer

On behalf of Defendant CORELATION,
INC.

EXHIBIT 1

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Marquez, et al. v. Corelation, Inc. et al.

Superior Court of the State of California for the County of San Diego
Case No. 25CU000658C

This notice is to the following individuals in connection with a pending class and representative PAGA action settlement:

“Class” or “Class Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees from January 6, 2021, through the Release Date [July 21, 2025].”

“PAGA Members” means all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees from December 17, 2023, through the Release Date [July 21, 2025].”

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (“Court”) has preliminarily approved this class and representative action lawsuit filed by Arnulfo Marquez (“the former Class Representative”) and Patricia Waters (“Class Representative”) against Corelation, Inc., (“Defendant”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action: 1. Minimum Wage Violations; 2. Failure to Pay All Overtime Wages; 3. Meal Period Violations; 4. Rest Period Violations; 5. Paid Sick Leave Violations; 6. Unpaid Vacation Wages; 7. Untimely Payment of Wages; 8. Wage Statement Violations; 9. Waiting Time Penalties; 10. Failure to Reimburse Business Expenses; 11. Unfair Competition; 12. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

Defendant denies all claims and maintains it has fully complied with the law.

Defendant’s records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of January 6, 2021 through July 21, 2025. Based on this information, your Individual Class Payment is estimated to be **\$[[Individual Class Payment]]** (less any state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Additionally, Defendant’s records reflect you worked **[Insert Pay Periods]** during the PAGA Period of December 17, 2023, through July 21, 2025. Based on this information, your Individual PAGA Payment is estimated to be **[\$Individual PAGA Payment]**. You may not opt out of the PAGA Settlement.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a written Request for Exclusion. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement. You may <u>not</u> opt out of the PAGA Settlement or seek exclusion from the PAGA Settlement and will be bound by the PAGA release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 62 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

Patricia Waters, the Class and PAGA Representative is former employee of Defendant. The Class Representative alleges Defendant violated California labor and employment laws as follows: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) unpaid vacation wages; (7) untimely payment of wages; (8) wage statement violations; (9) waiting time penalties; (10) failure to reimburse business expenses; (11) unfair competition; and (12) Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*). The Class Representative is represented by Ferraro Vega Employment Lawyers ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

The principal terms of the Settlement reached between the Class Representative and Defendant are summarized below.

a. Settlement Terms

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$ 483,921.48 and authorize the following payments from that amount: Service Payment to the Class Representative (\$10,000), Attorneys' Fees in the amount of \$161,307.16, representing 33.33% of the "Total Gross Settlement Amount", Litigation Costs (not to exceed \$25,000), the LWDA's 65% portion of the PAGA Payment (\$6,500), and Administration Expenses (not to exceed \$7,000) to be paid to the third-party settlement administrator.

The "Total Gross Settlement Amount" (GSA) for this action is \$483,921.48, which includes \$208,921.48 previously paid by Defendant in January 2025 to compensate former and current employees for expense reimbursements, plus the additional \$275,000 to be paid pursuant to the Settlement Agreement. This initial payment of \$208,921.48 was paid by Defendant after the former Class Representative initiated this Action.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a written signed Request for Exclusion to the Administrator by mail or email by [[Response Deadline]] (the "Response Deadline"). Your written Request for Exclusion should include: (1) your full name, current address, and telephone number; (2) a reference to the case *Arnulfo Marquez, et al. v. Corelation, Inc. et al.*, Case No. 25CU000658C; (3) a statement that you wish to be excluded from the Class Settlement in this action; and (4) your handwritten signature and the date. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are also a PAGA Member, you will still receive your Individual PAGA Payment and will release all Released PAGA Claims against the Released Parties.

b. Taxes

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Workweeks. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portion of an Individual Class Payment on an IRS 1099 Form.

c. Releases

After the Judgment is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

i. Class Release

Each Class Member who does not opt out of the settlement shall be deemed to release the Released Parties from any and all claims, known or unknown, that: were asserted in any and all of the complaints in the Action and any of Class Representative's (or the former Class Representative's) letters to the LWDA (including any amended complaints or letters); and/or any and all claims, that could have been asserted based on the factual allegations in all of the complaints in the Action and any of Class Representative's (or the former Class Representative's) letters to the LWDA (including any amended complaints or letters). This includes but is not limited to claims for or related to failure to pay overtime wages under California law; failure to pay minimum wage under California law; failure to provide meal periods; failure to provide rest periods; paid sick leave violations; unpaid vacation wages; waiting time penalties; failure to reimburse business expenses; failure to pay all wages upon termination; failure to provide accurate wage statements; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes, but is not limited to, any and all claims pursuant to: California Labor Code §§ 200, 201, 202, 203, 204, 210, 218, 218.6, 226, 226.7, 227.3, 246 – 248.7, 510, 512, 516, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; Business & Professions Code §§ 17200 - 17208; and applicable Industrial Welfare Commission Wage Order ("Released Claims."). The release shall run through the Release Date.

ii. PAGA Release

Each PAGA Representative Action Member, irrespective whether opting out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims known or unknown, for civil penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the complaints in the Action and any of Class Representative's (or the former Class Representative's) letters to the LWDA (including any amended complaints or letters); and any and all claims, that could have been asserted based on any or all the factual allegations in any and all of the complaints in the Action and any of Class Representative's (or the former Class Representative's) letters to the LWDA (including any amended complaints or letters). This release includes, but is not limited to, claims for, or related to, PAGA civil penalties premised on: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246 – 248.7, 256, 510, 512, 516, 1174, 1194, 1197, 1198, 2698, 2699, 2699.3, 2802, and 2804; failure to pay overtime wages; failure to pay minimum wage; failure to provide meal periods; failure to provide rest periods; paid sick leave violations; unpaid vacation wages; failure to reimburse business expenses; failure to pay all wages upon termination; and failure to provide accurate wage statements. ("Released PAGA Claims.") The release shall run through the Release Date.

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of Class Workweeks you worked during the Class Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Class

Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

4. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of Pay Periods you worked during the PAGA Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and then (2) multiplying the results by the number of Pay Periods worked by each PAGA Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

5. HOW CAN I CORRECT THE NUMBER OF CLASS WORKWEEKS AND/OR PAGA PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Class Workweeks and/or PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA, 92863

(800) 523-5773

<https://www.phoenixclassaction.com/contact-us/class-member-inquiries/>

The Administrator will accept Defendant's calculation of Class Workweeks and PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

6. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Class Members must mail or email a written Request for Exclusion to the Administrator before the Response Deadline. If you opt out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are a PAGA Member, you will still receive your Individual PAGA Payment and be bound by the PAGA Release.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 62 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Class Representatives have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website **[[website]]**. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)

Lauren N. Vega (State Bar No. 306525)

Dorota A. James (State Bar No. 309933)

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ferrarovega.com

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**