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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

DEBRA SILVAS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

CATALYST FAMILY, INC., d.b.a.
CATALYST KIDS, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21CV385134

[Assigned for all purpose to the Hon.
Charles F. Adams in Dept. 7]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: August 3, 2021
TRIAL DATE: None set

1 This Joint Stipulation Re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 DEBRA SILVAS (“Plaintiff”), on behalf of herself and all others similarly situated and
4 aggrieved, on one hand; and defendant CATALYST FAMILY, INC. (“Defendant”), on the other
5 hand, in a lawsuit entitled *Debra Silvas v. Catalyst Family, Inc.*, filed in Santa Clara County
6 Superior Court, Case No. 21CV385134. Plaintiff and Defendant shall be, at times, collectively
7 referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever
8 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
9 Agreement.

10 **1. DEFINITIONS**

11 **A.** “**Action**” means the action entitled *Debra Silvas v. Catalyst Family, Inc.*, filed in
12 Santa Clara County Superior Court, Case No. 21CV385134.

13 **B.** “**Aggrieved Employees**” means all persons currently or formerly employed by
14 Defendant, as non-exempt, hourly-paid employees during the PAGA Period in the State of
15 California.

16 **C.** “**Class Counsel**” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel
17 of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
18 “Plaintiff’s Counsel.”

19 **D.** “**Class Members**,” “**Settlement Class**” or “**Settlement Class Members**” means
20 all persons currently or formerly employed by Defendant, as non-exempt, hourly-paid employees
21 during the Class Period in the State of California.

22 **E.** “**Class Period**” means the period from August 3, 2017 through February 16, 2024.

23 **F.** “**Class Notice**” means and refers to the notice sent to Class Members after
24 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
25 Agreement.

26 **G.** “**Court**” means the Superior Court of the State of California for the County of
27 Santa Clara.

28 **H.** “**Defendant**” means defendant Catalyst Family, Inc.

1 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **J. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
7 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
8 appeals have been filed, the date on which they have been resolved or exhausted.

9 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
10 addition to Plaintiff’s limited release of claims as a Participating Class Member.

11 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Two
12 Million Two Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents
13 (\$2,287,500.00), as may be increased in accordance with Paragraph 17 below, which shall be
14 paid by Defendant, and from which all payments for the Individual Settlement Payments to
15 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
16 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
17 Award, the PAGA Payment and the LWDA Payment shall be paid. It expressly excludes
18 Employer Taxes, which shall be paid by Defendant, separate, apart and in addition to the Gross
19 Settlement Amount.

20 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
21 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
22 Settlement Share if he or she is also a Participating Class Member.

23 **N. “Individual Settlement Payment”** means a payment to a Participating Class
24 Member of his or her net share of the Net Settlement Amount.

25 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
26 Amount that a Participating Class Member is projected to receive based on the number of
27 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
28 shall be reflected in his or her Class Notice.

1 **P. “LWDA Payment”** means the payment to the State of California Labor and
2 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
3 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
4 Settlement Amount. The Parties have agreed that One Hundred Thousand Dollars and Zero Cents
5 (\$100,000.00) shall be allocated toward PAGA penalties, of which Seventy-Five Thousand
6 Dollars and Zero Cents (\$75,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
7 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) will be paid to Aggrieved
8 Employees on a *pro rata* basis based on the Pay Periods worked in the PAGA Period, as further
9 set out herein (*i.e.* the PAGA Payment).

10 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
11 that is available for distribution to the Participating Class Members after deductions for the Court-
12 approved allocations for Settlement Administration Costs, Service Award to Plaintiff, an award
13 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
14 Payment and the PAGA Payment.

15 **R. “Operative Complaint”** means the First Amended Complaint filed in the Action.

16 **S. “PAGA Payment”** is the 25% portion of the One Hundred Thousand Dollars and
17 Zero Cents (\$100,000.00) that is allocated toward PAGA penalties (Twenty-Five Thousand
18 Dollars and Zero Cents (\$25,000.00)) that will be paid to Aggrieved Employees on a *pro rata*
19 basis based on the Pay Periods worked as non-exempt, hourly-paid employees in California in
20 the PAGA Period, which would be in addition to their Individual Settlement Payment if they are
21 Participating Class Members, as well.

22 **T. “PAGA Period”** means the period from July 30, 2020 through February 16, 2024.

23 **U. “Participating Class Members”** means all Settlement Class Members who do
24 not submit a timely and valid Request for Exclusion.

25 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
26 Settlement Amount that a Participating Class Member is eligible to receive based on the number
27 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
28

all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

W. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on dates of employment (*i.e.* hire dates, re-hire dates (as applicable), and termination dates (as applicable). Pay Period shall not include weeks or pay periods where an Aggrieved Employee only had sick time, vacation time, holiday pay, was on leave, or otherwise did not record any actual work time in Defendant’s timekeeping system. Pay Periods will be calculated based on Defendant’s business records

X. “Plaintiff,” “Named Plaintiff” or “Class Representative” shall refer to plaintiff Debra Silvas.

Y. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the Settlement.

Z. “Released Parties” shall mean Defendant and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and assigns.

AA. “Response Deadline” means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute was submitted by the Response Deadline.

BB. “Request for Exclusion” means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

1 **CC. “Service Award”** means monetary amount to be paid to Plaintiff of up to Ten
2 Thousand Dollars and Zero Cents (\$10,000.00), which, subject to Court approval, will be paid
3 out of the Gross Settlement Amount.

4 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
7 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
8 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
9 withholdings, providing declarations, generating Individual Settlement Payment checks and
10 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
11 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
12 of litigation costs and expenses, to Plaintiff for her Service Award and to the LWDA for the
13 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
14 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
15 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
16 \$34,850.00. If the actual amount of the Settlement Administration Costs is less than \$34,850.00,
17 the difference between \$34,850.00 and the actual Settlement Administration Costs shall be a part
18 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$34,850.00, then
19 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
20 responsible for paying any additional funds in order to pay these additional costs.

21 **EE. “Settlement Administrator”** means the Third-Party Administrator mutually
22 appointed by the Parties that will be responsible for the administration of the Settlement
23 including, without limitation, translating the Class Notice in Spanish, distribution of the
24 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
25 and related matters under this Agreement.

26 **FF. “Workweeks”** means any week during the Class Period in which any Class
27 Member performed any work for Defendant at least one day, based on hire dates, termination
28 dates (as applicable), and re-hire date(s) (as applicable). Workweeks shall not include weeks

1 where a Settlement Class Member only had sick time, vacation time, holiday pay, was on leave,
2 or otherwise did not record any actual work time in Defendant's timekeeping system.
3 Workweeks will be calculated based on Defendant's business records.

4 **2. BACKGROUND**

5 **A.** On July 30, 2021, Plaintiff filed with the LWDA and served on Defendant a notice
6 under Labor Code section 2699.3, stating that Plaintiff intended to serve as a proxy of the LWDA
7 to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
8 (the "PAGA Notice").

9 **B.** On August 3, 2021, Plaintiff filed a putative wage-and-hour class action, alleging
10 causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay
11 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure
12 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon
13 separation from employment; (6) failure to provide accurate wage statements; (7) failure to
14 indemnify for business expenses; (8) engaging in unfair competition. On March 10, 2022,
15 Plaintiff filed a First Amended Complaint, adding causes of action alleged in the PAGA Notice.
16 The First Amended Complaint is the operative complaint in the Action.

17 **C.** Thereafter, the Parties agreed to exchange informal discovery and participated in
18 two (2) mediations. The first mediation was held on December 19, 2022, with Mark Rudy, which,
19 however, failed to resolve the Action.

20 **D.** The second mediation was held on February 1, 2024, with Marc Feder. With the
21 aid of the mediator's evaluation, the Parties reached the Settlement to resolve the Action.

22 **E.** Prior to the second mediation, Plaintiff was provided with, among other things:
23 (1) time and payroll records of all putative class members for the period from 2018 through 2024;
24 (2) putative class data points, including the number of putative class members from 2017 through
25 2024, the number of putative class members separated from employment during the waiting time
26 penalty period, the average hourly rate of pay, the number of Workweeks, Pay Periods and shifts
27 from 2018 through 2024, the number of Pay Periods during the wage statement period, and the
28 number of Pay Periods during the PAGA Period; (3) Defendant's handbooks; and (3) Plaintiff's

1 personnel records. Plaintiff also obtained statements from various class members regarding their
2 class and PAGA allegations.

3 **F.** Class Counsel have conducted significant investigation of the law and facts
4 relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the
5 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
6 Class, taking into account the sharply contested issues involved, the expense and time necessary
7 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
8 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
9 learned through discovery regarding Plaintiff's allegations, and the substantial benefits to be
10 received by Settlement Class Members.

11 **G.** Defendant has concluded that, because of the substantial expense of defending
12 against the Action, the length of time necessary to resolve the issues presented herein, the
13 inconvenience involved and the concomitant disruption to its business operations, it is in its best
14 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
15 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
16 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
17 continuing litigation, and for the purpose of putting to rest the controversies engendered by the
18 Action.

19 **H.** This Agreement is intended to and does effectuate the full, final, and complete
20 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
21 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
22 and Aggrieved Employees.

23 **3. JURISDICTION**

24 The Court has jurisdiction over the Parties and the subject matter of the Action. The
25 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
26 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
27 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
28 pursuant to California Rules of Court, rule 3.769, subdivision (h).

1 4. **STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Settlement Class under this Agreement for
3 purposes of settlement only.

4 5. **MOTIONS FOR APPROVAL OF SETTLEMENT**

5 After full execution of this Agreement, Plaintiff will move for an order granting
6 preliminary approval of the Settlement, approving and directing the mailing of the proposed
7 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
8 Notice”) attached hereto as **Exhibit “A,”** conditionally certifying the Settlement Class for
9 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
10 of Requests for Exclusion, Workweek Disputes and Objections. If and when the Court
11 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
12 consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally
13 approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties
14 may both respond to any Objections lodged to final approval of the Settlement up to five (5) court
15 days before the Final Approval Hearing.

16 6. **STATEMENT OF NO ADMISSION**

17 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
18 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
19 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
20 allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in
21 the event that this Agreement is not approved by the Court or any appellate court, is terminated,
22 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
23 affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice,
24 and Defendant will not be deemed to have waived, limited or affected in any way any of their
25 objections or defenses in the Action and the PAGA Notice. The Parties shall not stipulate to class
26 certification and shall be restored to their respective positions in the Action prior to the entry of
27 this Settlement. Payment of wages under this Settlement neither extends nor alters the Class
28 Members’ period of employment with Defendant for any purpose.

1 **7. RELEASE OF CLAIMS**

2 **A. Release by All Participating Class Members**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
5 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and
6 all Participating Class Members, for the duration of the Class Period, release the Released Parties
7 from all claims that were alleged or reasonably could have been alleged based on the facts stated
8 in the Operative Complaint, including, but not limited to: (a) all claims for failure to pay overtime
9 wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
10 compliant meal periods or compensation in lieu thereof; (d) all claims for failure to provide
11 compliant rest periods or compensation in lieu thereof; (e) all claims for failure to pay all wages
12 due upon separation from employment; (f) all claims for failure to provide accurate wage
13 statements; (g) all claims for failure to indemnify for business expenses; and (h) all claims
14 asserted through California Business & Profession Code section 17200, *et seq.*, arising out of the
15 Labor Code violations referenced in the Operative Complaint (the "Released Class Claims").

16 **B. Release by All Aggrieved Employees**

17 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
18 release includes for the duration of the PAGA Period, all claims for PAGA civil penalties asserted
19 in the Operative Complaint and the PAGA Notices or that could have been based on the factual
20 allegations asserted in the Operative Complaint and the PAGA Notice for PAGA civil penalties,
21 including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
22 1197.1, and 2699, in connection with alleged violations of Labor Code sections 96, 98.6, 201,
23 202, 203, 204, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174,
24 1194, 1197, 1197.5, 1182.12, 1198.5, 2802, and 2810.5, among others. ("Released PAGA
25 Claims"). The Released Class Claims and the Released PAGA Claims are hereinafter referred to
26 as the "Released Claims."

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1 **C. Claims Not Released**

2 The releases above expressly exclude all other claims, including claims for vested
3 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and any other claims outside of the Class Released Claims of Participating Class
5 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
6 Employees (and, to the extent permitted by law, the State of California) arising outside of the
7 PAGA Period.

8 **D. General Release**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
11 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in addition to
12 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
13 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
14 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
15 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
16 arising out of, relating to, or in connection with any act or omission of the Released Parties
17 through the date of full execution of this Agreement in connection with Plaintiff's employment
18 with Defendant or termination thereof, except for any and all other claims that may not be
19 released as a matter of law through this Agreement. To the extent of the General Release provided
20 herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
21 Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator
22 selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the
23 Settlement, she shall have expressly waived and relinquished, to the fullest extent permitted by
24 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
25 similar provision under federal or state law, which provides:

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

1 **8. SETTLEMENT ADMINISTRATOR**

2 **A.** Plaintiff and Defendant, through Class Counsel, have mutually appointed ILYM
3 Group, Inc. to administer the Settlement, which includes, but is not limited to, translating the
4 Class Notice to Spanish, distributing, and responding to inquiries about the Class Notice, and
5 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
6 the Settlement Administrator, currently estimated to be \$34,850.00, will be paid from the Gross
7 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
8 \$34,850.00, the difference between \$34,850.00 and the actual Settlement Administration Costs
9 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
10 \$34,850.00, then such excess will be paid solely from the Gross Settlement Amount and
11 Defendant will not be responsible for paying any additional funds in order to pay these additional
12 costs.

13 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
14 **PROCESS**

15 **A. Notice to the Settlement Class Members**

16 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
17 Defendant's Counsel shall provide the Settlement Administrator with information with respect
18 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
19 currently in Defendant's possession, custody or control; (3) last known telephone number(s)
20 currently in Defendant's possession, custody or control; (4) last known Social Security
21 Number(s) in Defendant's possession, custody or control; and (5) the dates of employment, *i.e.*,
22 hire dates and, if applicable, re-hire date(s) and/or separation date(s) and/or Pay Periods or Work
23 Weeks for each Settlement Class Member ("Class List"). The Settlement Administrator shall
24 perform an address search using the United States Postal Service National Change of Address
25 ("NCOA") database and update the addresses contained on the Class List with the newly found
26 addresses, if any.

27 (2) Within seven (7) calendar days or soon thereafter of receiving the Class
28 List from Defendant, the Settlement Administrator shall mail the Class Notice in English and

Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

(3) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rules of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks worked as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

1 (4) If a Class Notice from the initial notice mailing is returned as
2 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
3 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
4 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
5 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
6 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
7 Member within three (3) business days. Further, any Class Notices that are returned to the
8 Settlement Administrator with a forwarding address before the Response Deadline shall be
9 promptly re-mailed to the forwarding address affixed thereto.

10 (5) No later than seven (7) calendar days from the Response Deadline, the
11 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
12 completion of the notice process, including the number of attempts to obtain valid mailing
13 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
14 and copies of all Requests for Exclusion and Objections received by the Settlement
15 Administrator.

16 **B. Objections**

17 Only Participating Class Members may object to the Settlement. In order for any
18 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
19 do so by mailing a written objection to the Settlement Administrator at the address provided on
20 the Class Notice no later than the Response Deadline. The Settlement Administrator shall email
21 a copy of the Objection forthwith to Class Counsel and Defendant's Counsel and attach copies
22 of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in
23 support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1)
24 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
25 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
26 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with
27 whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement
28 Class Member objects to the Settlement, the Settlement Class Member will remain a member of

1 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
2 will be bound by the terms of the Settlement in the same way and to the same extent as a
3 Settlement Class Member who does not object. The date of mailing of the Class Notice to the
4 objecting Settlement Class Member shall be conclusively determined according to the records of
5 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
6 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
7 expense. Class Counsel and Defendant's Counsel may respond to any objection lodged with the
8 Court up to five (5) court days before the Final Approval Hearing.

9 **C. Requesting Exclusion**

10 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
11 Settlement by mailing a written request to be excluded from the Settlement ("Request for
12 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
13 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
14 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
15 and (4) the following statement: "Please exclude me from the Settlement Class in the *Debra*
16 *Silvas v. Catalyst Family, Inc.*, matter," or any statement of similar meaning standing for the
17 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
18 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
19 and Defendant's Counsel and shall report the Requests for Exclusions that it receives to the Court
20 in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
21 Member who requests exclusion using this procedure will not be entitled to receive any payment
22 from the Settlement and will not be bound by the Settlement Agreement or have any right to
23 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
24 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
25 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
26 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
27 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
28 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for

1 Exclusion will control and the Objection will be overruled. Settlement Class Members who
2 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
3 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
4 Payments, and will be bound by the release of the PAGA Released Claims.

5 **D. Disputes Regarding Settlement Class Members' Workweek Data**

6 Each Settlement Class Member may dispute the number of Workweeks attributed to him
7 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
8 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
9 Response Deadline. The Settlement Administrator shall immediately provide copies of all
10 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
11 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
12 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
13 dispute.

14 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
15 **PAGA PAYMENTS**

16 Individual Settlement Payments will be calculated and distributed to Participating Class
17 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
18 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
19 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
20 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
21 number of Pay Periods worked during the PAGA Period. Specific calculations of the Individual
22 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
23 follows:

24 **A.** The Settlement Administrator will determine the total number of Workweeks
25 worked by each Settlement Class Member during the Class Period ("Class Member's
26 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
27 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
28 Administrator will determine the total number of Pay Periods worked by each Aggrieved

Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = (Aggrieved Employee’s PAGA Pay Periods worked ÷ PAGA Pay Periods) x \$25,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

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1 **11. DISTRIBUTION OF PAYMENTS**

2 **A. Distribution of Individual Settlement Payments and Individual PAGA**
3 **Payments**

4 Participating Class Members will receive Individual Settlement Payments and/or
5 Individual PAGA Payments. Checks from this distribution shall remain valid and negotiable for
6 one hundred eighty (180) calendar days after the date of their issuance. Thereafter, checks for
7 such payments shall be canceled and funds associated with such checks shall be transmitted to
8 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby
9 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
10 Section 384, subd (b).

11 **B. Funding of Settlement**

12 Defendant shall make payment of the Gross Settlement Amount (as the same may be
13 increased pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement
14 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
15 bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for
16 distribution in accordance with this Agreement and the Court's Orders, and subject to the
17 conditions described herein. Defendant shall make payment of the Gross Settlement Amount in
18 three (3) "Installment Payments" as follows: (1) \$750,000.00, plus the Employer Taxes
19 associated with this amount, shall be paid within sixty (60) calendar days of the Final Approval
20 Date (the "First Installment Payment"); (2) \$750,000.00, plus the Employer Taxes associated
21 with this amount, shall be paid within one (1) year after the First Installment Payment (the
22 "Second Installment Payment"); and (3) \$787,500.00, plus any amount in excess of
23 \$2,287,500.00 should the Gross Settlement Amount be increased pursuant to Paragraph 14
24 below, and plus the Employer Taxes associated with this amount, shall be paid within one (1)
25 year after the Second Installment Payment or within three (3) years from acceptance of the
26 mediator's proposal , whichever comes first (the "Third Installment Payment").

27 Individual Settlement Payments and Individual PAGA Payments shall be paid
28 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from

the QSA shall be made for: (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as specified in this Agreement. \$25,000.00 shall be allocated to payment to Aggrieved Employees of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a pro rata basis.

C. Time for Distribution

Within seven (7) calendar days after Defendant's payment of each of the First Installment Payment, Second Installment Payment, and Third Installment Payment, and Employer Taxes associated with each Installment Payment, or as soon thereafter as practicable, the Settlement Administrator shall distribute proportional payments due from the QSA for: (1) the Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and withholdings, as specified in this Agreement and approved by the Court. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated

pursuant to Paragraph 17 of this Agreement, amounts to Eight Hundred Thousand Dollars Six Hundred Twenty-Five and Zero Cents (\$800,625.00). Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Sixty Thousand Dollars and Zero Cents (\$60,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

The named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), for her participation in and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage portion of the

Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

The Parties agree to allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA penalties (\$75,000.00) will be paid to the LWDA and twenty-five percent (25%) or \$25,000.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it

1 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
2 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
3 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
4 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
5 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
6 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
7 the Settlement Agreement being voided or not approved, and which control in such an event.

8 **17. INCREASE IN WORKWEEKS**

9 Defendant estimates that there are no more than 330,000 Workweeks worked by Class
10 Members during the Class Period. If it is determined that the number of Workweeks worked by
11 Settlement Class Members exceeds 363,000 (110% of 330,000 Workweeks), then at Defendant's
12 election, either: (1) the Gross Settlement Amount shall be increased proportionally by the
13 Workweeks in excess of 363,000 Workweeks multiplied by the Workweek Value; or (2) the
14 Class Period shall end on the date the number of Workweeks reaches 363,000. The Workweek
15 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
16 (\$2,287,500.00) by 330,000. The Parties agree that the Workweek Value and the Settlement
17 amount to \$6.93 per Workweek. Thus, for example, should there be 370,000 Workweeks in the
18 Class Period, and Defendant elects the first option above, then the Gross Settlement Amount
19 shall be increased by \$48,510.00. $[(370,000 \text{ Workweeks} - 363,000 \text{ Workweeks}) \times \6.93 per
20 $\text{Workweek}]$.

21 **18. DEFENDANT'S RIGHT TO WITHDRAW**

22 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
23 five percent (5%) of all Class Members, Defendant may, but is not obligated to, elect to
24 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement
25 shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any
26 further obligation to perform under this Agreement, provided Defendant will remain
27 responsible for paying all Settlement Administration Expenses incurred to that point.
28 Defendant must notify Class Counsel and the Court of its election to withdraw not later than

1 seven (7) calendar days after the Administrator sends the final Exclusion List to Defense
2 Counsel. Late elections will have no effect.

3 **19. NOTICE OF JUDGMENT**

4 In addition to any duties set out herein, the Settlement Administrator shall provide
5 notice of the Final Judgment entered in the Action by posting the same on its website for a
6 period of no less than four (4) years.

7 **20. MISCELLANEOUS PROVISIONS**

8 **A. Interpretation of the Agreement**

9 This Agreement constitutes the entire agreement between the Parties with respect to its
10 subject matter. Except as expressly provided herein, this Agreement has not been executed in
11 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
12 written representations or terms shall modify, vary, or contradict its terms. In entering into this
13 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
14 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
15 enforced under the laws of the State of California, both in its procedural and substantive aspects,
16 without regard to its conflict of law provisions. Any claim arising out of or relating to the
17 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
18 Court of the State of California for the County of Santa Clara, and Plaintiff and Defendant hereby
19 consent to the personal jurisdiction of the Court in the Action over it solely in connection
20 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
21 each of them, participated in the negotiation and drafting of this Agreement had available to them
22 the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may
23 claim that any ambiguity in this Agreement should be construed against the other. The Agreement
24 may be modified only by a writing signed by counsel for the Parties and approved by the Court.

25 **B. Further Cooperation**

26 The Parties and their respective attorneys shall proceed diligently to prepare and execute
27 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
28 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they

1 will not take any action inconsistent with this Agreement, including, without limitation,
2 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
3 Party has taken actions inconsistent with the Settlement, including, without limitation,
4 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
5 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
6 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
7 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
8 opt-outs and/or objections.

9 **C. Counterparts**

10 The Agreement may be executed in one or more actual or non-original counterparts, all
11 of which will be considered one and the same instrument and all of which will be considered
12 duplicate originals.

13 **E. Authority**

14 Each individual signing below warrants that he or she has the authority to execute this
15 Agreement on behalf of the Party for whom or which that individual signs.

16 **F. No Third-Party Beneficiaries**

17 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
18 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
19 party beneficiaries.

20 **G. Deadlines Falling on Weekends or Holidays**

21 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
22 or legal holiday, that deadline shall be continued until the following business day.

23 **H. Jurisdiction of the Court**

24 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
25 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
26 of this Settlement Agreement and all orders and judgments entered in connection therewith,
27 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
28 interpreting, implementing, and enforcing the settlement embodied in this Settlement

Agreement and all orders and judgments entered in connection therewith.

I. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 8/7, 2024

 (e-Signature, 2024 18:54 CDT)

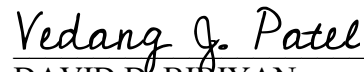
DEBRA SILVAS
Plaintiff and Class Representative

Dated: _____, 2024

CATALYST FAMILY, INC.
Defendant
By: SUSAN DUMARS
Its: President

AGREED AS TO FORM:

Dated: August 7, 2024



DAVID D. BIBIYAN
JEFFREY D. KLEIN
VEDANG J. PATEL
BRANDON M. CHANG
Counsel for Plaintiff DEBRA SILVAS

Dated: _____, 2024

RONA P. LAYTON
Counsel for Defendant CATALYST FAMILY,
INC.

1 Agreement and all orders and judgments entered in connection therewith.

2 **I. Severability**

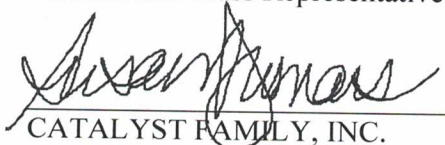
3 In the event that one or more of the provisions contained in this Agreement shall for any
4 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
5 unenforceability shall in no way affect any other provision if Defendant's Counsel and Class
6 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
7 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

8
9 **IT IS SO AGREED:**

10
11 Dated: _____, 2024

12
13
14 Dated: August 7th, 2024

DEBRA SILVAS
Plaintiff and Class Representative

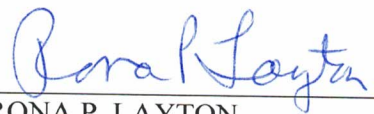

CATALYST FAMILY, INC.
Defendant
By: SUSAN DUMARS
Its: President

15
16
17 **AGREED AS TO FORM:**

18
19 Dated: _____, 2024

20
21
22
23
24 Dated: 8/8, 2024

DAVID D. BIBIYAN
JEFFREY D. KLEIN
VEDANG J. PATEL
BRANDON M. CHANG
Counsel for Plaintiff DEBRA SILVAS


RONA P. LAYTON
Counsel for Defendant CATALYST FAMILY, INC.