

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,”
3 “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Cindy
4 Velasquez and Paulina Campos (together, “Plaintiffs”), individually, and on behalf of all others
5 similarly situated and aggrieved employees, and Defendant Amada Enterprises, Inc. (“Defendant,” and
6 collectively with Plaintiffs, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined
8 below), PAGA Members (as defined below), the State of California (as set forth herein), and on
9 Defendant, subject to the terms and conditions hereof and the approval of the Court.

10 **DEFINITIONS**

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

13 a. “Actions” means (1) *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, filed in
14 the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV07994 on
15 February 28, 2020; (2) *Paulina Campos v. Amada Enterprises, Inc.*, filed in the Superior Court of the State
16 of California, County of Los Angeles, Case No. 20STCV34673 on September 11, 2020; and (3) *Paulina*
17 *Campos v. Amada Enterprises, Inc., et al.*, filed in the Superior Court of California, County of Los
18 Angeles, Case No. 20CMCV00227 on September 15, 2020.

19 b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
20 Class Counsel’s litigation and resolution of the Actions, and all actual costs and expenses incurred and
21 to be incurred by Class Counsel in connection with litigation and resolution of the Actions, as set forth
22 in Paragraph 16 below.

23 c. “Class” or “Class Member(s)” means all current and former hourly-paid or non-
24 exempt employees of Defendant in California employed during the Class Period.

25 d. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
26 Yasmin Hosseini of Lawyers *for* Justice, PC, and Heather Davis and Luke Clapp of Protection Law
27 Group, LLP, who will seek to be appointed counsel for the Class.

28 e. “Class Data and List” means a complete list of all Class Members that Defendant

1 will diligently and in good faith compile from its records and provide to the Settlement Administrator
2 within **twenty-one (21) calendar days after Preliminary Approval**. The Class Data and List will be
3 formatted in electronic form and will include each Class Member’s last known full name, last known
4 mailing address, Social Security Number, Qualified Workweeks, and/or Qualified PAGA Workweeks
5 (as defined below).

6 f. **“Class Release Period”** means the time period from February 28, 2016 through
7 November 10, 2020.

8 g. **“Class Notice”** means the Notice of Class Action Settlement, substantially in the
9 form attached as **“Exhibit A”** which shall be subject to Court approval and which the Settlement
10 Administrator shall mail to each Class Member.

11 h. **“Class Period”** means the time period from February 28, 2016 through November
12 10, 2020.

13 i. **“Class Representatives”** or **“Plaintiffs”** means Cindy Velasquez and Paulina
14 Campos.

15 j. **“Class Settlement”** means the settlement and resolution of the Actions and
16 Released Class Claims.

17 k. **“Court”** means the Superior Court of the State of California for the County of Los
18 Angeles.

19 l. **“Defendant”** means Amada Enterprises, Inc.

20 m. **“Defendant’s Counsel”** means L. Geoffrey Lee of Gordon Rees Scully
21 Mansukhani, LLP.

22 n. **“Effective Date”** means the date when the Settlement becomes final. The
23 Settlement will become final upon the latest of the following dates: (1) if no Class Member timely and
24 properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, then
25 the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member
26 intervenes or files a motion to vacate the judgment, then sixty (60) calendar days following the date the
27 Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class Member
28 timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure

1 § 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests
2 for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

3 o. “Employers’ Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
4 including FICA and FUTA on the portion of the Individual Settlement Shares that constitutes wages.

5 p. “Enhancement Award(s)” means the amount to be paid to Plaintiffs Cindy
6 Velasquez and Paulina Campos in recognition of their efforts and work in prosecuting the Actions, as
7 set forth in Paragraph 17 below.

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

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

12 s. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
13 Amount that a PAGA Member is eligible to receive under the Settlement, to be calculated in accordance
14 with Paragraph 21 herein.

15 t. “Individual Settlement Payment” means the net payment of each Settlement Class
16 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
17 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
18 Paragraph 35 herein.

19 u. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
20 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in
21 accordance with Paragraph 20 herein, which is inclusive of employee’s share of taxes and withholdings
22 with respect to the wages portion of the Individual Settlement Share.

23 v. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars
24 (\$75,000), i.e., 75% of the PAGA Penalty Amount, that the Parties have agreed to pay to the California
25 Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 19 herein.

26 w. “Net Settlement Amount” means the portion of the Total Settlement Amount that
27 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less
28 the Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Penalty Amount,

1 and Attorneys' Fees and Costs.

2 x. "Notice of Objection" means a Class Member's valid and timely written
3 objection to the Class Settlement. A Notice of Objection must: (a) contain the words "I object to the
4 Settlement in Cindy Velasquez v. Amada Enterprises, Inc." or similar language; (b) state the objecting
5 Class Member's full name, signature, address, telephone number, and the last four digits of his or her
6 Social Security number; (c) state all grounds for the objection accompanied by any legal or factual
7 support for such objection; (d) state the full name, address, and telephone number of any legal
8 representative representing the objecting Class Member with respect to the objection; (e) copies of any
9 papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The
11 date of the postmark on the return mailing envelope on the submission will be the exclusive means to
12 determine whether a Notice of Objection has been timely submitted. Only a Class Member who does
13 not request exclusion from the Class Settlement (i.e. a Settlement Class Member) may object to the
14 Class Settlement.

15 y. "PAGA" means the Private Attorneys General Act, California Labor Code
16 Section 2698, *et seq.*

17 z. "PAGA Members" means all current and former hourly-paid or non-exempt
18 employees of Defendant in California employed during the PAGA Period.

19 aa. "PAGA Penalty Amount" means the allocation of One Hundred Thousand Dollars
20 (\$100,000) from the Total Settlement Amount for civil penalties pursuant to the Private Attorneys
21 General Act. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$75,000, will be paid to the
22 Labor and Workforce Development Agency (i.e., the LWDA Payment) and the remaining twenty-five
23 percent (25%) or, \$25,000, will be distributed to PAGA Members on a *pro rata* basis (i.e., the PAGA
24 Employee Amount).

25 bb. "PAGA Period" means the time period from May 29, 2019 through November
26 10, 2020.

27 cc. "PAGA Employee Amount" means the amount of Twenty-Five Thousand Dollars
28 (\$25,000), i.e., 25% of the PAGA Penalty Amount, to be distributed to PAGA Members on a *pro rata*

1 basis, as set forth in Paragraph 19 herein.

2 dd. “PAGA Settlement” means the settlement and resolution of the Released PAGA
3 Claims, arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

4 ee. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either
5 Plaintiffs or Defendant.

6 ff. “Preliminary Approval” means entry of the Court order granting preliminary
7 approval of the Settlement.

8 gg. “Qualified PAGA Workweeks” means the number of weeks each PAGA Member
9 worked for Defendant during the PAGA Period, which will be calculated by the Settlement
10 Administrator by determining the number of days between the start and end dates of employment as an
11 hourly-paid or non-exempt employee in California during the PAGA Period, and dividing by seven (7)
12 to yield the number of Qualified PAGA Workweeks.

13 hh. “Qualified Workweeks” means the number of calendar weeks each Class
14 Member worked for Defendant during the Class Period, which will be calculated by the Settlement
15 Administrator by determining the number of days between the start and end dates of employment as an
16 hourly-paid or non-exempt employee in California during the Class Period, and dividing by seven (7)
17 to yield the number of Qualified Workweeks.

18 ii. “Released Class Claims” means all claims under state, federal, or local law,
19 arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those
20 under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations,
21 and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions
22 for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest
23 period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination;
24 (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8)
25 failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10)
26 violation of California’s unfair competition law, that arose during the Class Release Period.

27 jj. “Released PAGA Claims” means any and all claims for civil penalties arising
28 from claims for penalties that were brought or could have been brought based on the facts alleged in the

1 LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq.,
2 including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210,
3 226.3, 1197.1, 558, and 2699.

4 kk. “Released Parties” means Defendant, and any parent, subsidiary, affiliate,
5 predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

6 ll. “Request for Exclusion” means a timely letter submitted by a Class Member
7 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
8 contain the words “I wish to be excluded from the Settlement in Cindy Velasquez v. Amada Enterprises,
9 Inc.” or similar language; (b) be signed by the Class Member; (c) state the full name, address, telephone
10 number, signature, and the last four digits of the Social Security Number of the Class Member requesting
11 exclusion; (d) state that the Class Member does not wish to be included in the Class Settlement; and (e)
12 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
13 the Response Deadline. The date of the postmark on the return mailing envelope on the submission will
14 be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A
15 Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement
16 Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final
17 Approval by the Court. PAGA Members shall be bound to the PAGA Settlement irrespective of whether
18 they exercise their option to opt out of the Class Settlement.

19 mm. “Response Deadline” means the deadline by which Class Members must submit
20 a Request for Exclusion, Notice of Objection, and/or dispute of the Qualified Workweeks and/or
21 Qualified PAGA Workweeks credited to them, which shall be the date that is forty-five (45) calendar
22 days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day
23 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
24 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express
25 agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will
26 the Settlement Administrator have the authority to extend the Response Deadline. In the event that a
27 Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the
28 extended by fifteen (15) calendar days.

1 nn. “Settlement” means the final and complete disposition of the Actions.

2 oo. “Settlement Administrator” means Phoenix Class Action Administration
3 Solutions, a third-party class action settlement administrator agreed to by the Parties and approved by
4 the Court for purposes of administering the Settlement. The Parties and their counsel each represent
5 that they do not have any financial interest in the Settlement Administrator or otherwise have a
6 relationship with the Settlement Administrator that could create a conflict of interest.

7 pp. “Settlement Administration Costs” means the costs payable to the Settlement
8 Administrator from the Total Settlement Amount, subject to Court approval, for administration of the
9 Settlement, as set forth in Paragraph 18 below.

10 qq. “Settlement Class Member(s)” means Class Members who do not submit a valid
11 and timely Request for Exclusion from the Class Settlement.

12 rr. “Total Settlement Amount” means the amount of Four Hundred Fifty Thousand
13 Dollars (\$450,000) to be paid by Defendant, as set forth in Paragraph 15 below, in full resolution of all
14 Released Class Claims and Released PAGA Claims in the Actions, which includes all Attorneys’ Fees
15 and Costs, Enhancement Awards, PAGA Penalty Amount, Settlement Administration Costs, and Net
16 Settlement Amount. Employers’ Share of Payroll Taxes shall be paid by Defendant separate from and
17 in addition to the Total Settlement Amount.

18 RECITALS

19 2. On February 28, 2020, Plaintiff Cindy Velasquez (“Plaintiff Velasquez”) filed her Class
20 Action Complaint for Damages against Defendant in the Superior Court of California for the County of
21 Los Angeles, Case No. 20STCV07994 (“Velasquez Class Action”), alleging a single cause of action for
22 violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of the putative class.

23 3. On May 29, 2020, Plaintiff Paulina Campos (“Plaintiff Campos”) provided written notice
24 to the Labor and Workforce Development Agency and Defendant of the specific provisions of the
25 California Labor Code that Defendant allegedly violated (the “LWDA Letter”).

26 4. On September 11, 2020, Plaintiff Campos filed her Class Action Complaint for Damages
27 against Defendant in the Superior Court of California for the County of Los Angeles, Case No.
28 20STCV34673 (“Campos Class Action”), alleging ten causes of action for failure to pay minimum wages,

1 failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide
2 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely
3 pay final wages, failure to provide compliant wage statements, failure to keep requisite payroll records,
4 failure to reimburse business expenses, and violations of California Business and Professions Code §§
5 17200, *et seq.*, on behalf of the putative class.

6 5. On September 15, 2020, Plaintiff Campos filed her Complaint for Enforcement Under the
7 Private Attorneys' General Act, California Labor Code § 2698, *et seq.* against Defendant in the Superior
8 Court of California for the County of Los Angeles, Case No. 20CMCV00227 ("*Campos* PAGA Action").

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

13 7. Class Counsel in the Actions diligently investigated the claims against Defendant,
14 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,
15 the exchange of information, data, and documents, and review of numerous corporate policies and
16 practices.

17 8. On November 10, 2020, the Parties participated in mediation with Joel P. Kelly, Esq. (the
18 "Mediator"), a respected mediator of complex wage and hour actions.

19 9. On February 2, 2021, Plaintiffs Paulina Campos and Cindy Velasquez filed a First
20 Amended Class Action Complaint for Damages in the *Velasquez* Class Action, adding Paulina Campos
21 as a named plaintiff, and subsequently dismissing the *Campos* Class Action on February 26, 2021.

22 10. With the assistance of the Mediator and financial analysts, the Parties ultimately reached
23 the settlement on July 21, 2022, which is memorialized herein. The settlement discussions were
24 conducted at arm's-length, and the settlement is the result of an informed and detailed analysis of
25 Defendant's potential liability and exposure in relation to the costs and risks associated with continued
26 litigation of the Actions. Based on the documents produced, as well as Class Counsel's own independent
27 investigation and evaluation, Class Counsel believe that the settlement with Defendant for the
28 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate

1 and is in the best interest of the Class Members, PAGA Members, and the State of California in light of
2 all known facts and circumstances, including the risk of significant delay and uncertainty associated
3 with litigation and financial status asserted by Defendant. Defendant shall provide a declaration in
4 support of Plaintiffs' Motion for Preliminary Approval regarding its financial condition and the necessity
5 of the proposed payment plan.

6 11. On October 25, 2022, the *Velasquez* Class Action and *Campos* PAGA Action were
7 consolidated with the *Velasquez* Class Action deemed the lead case.

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

13 CLASS CERTIFICATION

14 13. For the purposes of this Settlement only, the Parties stipulate to the certification of the
15 Class.

16 14. The Parties agree that certification of the Class for the purpose of the Settlement is not
17 an admission that certification is proper under Section 382 of the California Code of Civil Procedure,
18 or for any other purpose. Should, for whatever reason, the Court not grant Final Approval, the Parties'
19 stipulation to certification of the Class as part of the Settlement shall become null and void *ab initio* and
20 shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not
21 certification would be appropriate in the Actions in a non-settlement context.

22 TERMS OF SETTLEMENT AGREEMENT

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

25 15. **Funding of the Total Settlement Amount.** On the date of Final Approval, Defendant will
26 make a deposit of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) into a qualified settlement
27 fund ("QSF") to be established by the Settlement Administrator ("First Installment"). Within twelve (12)
28 months of payment of the First Installment, Defendant will make a deposit of One Hundred Twelve

1 Thousand Five Hundred Dollars (\$112,500.00) into the QSF established by the Settlement Administrator
2 (“Second Installment”). Within twelve (12) months of payment of the Second Installment, Defendant will
3 make a deposit of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) into the QSF
4 established by the Settlement Administrator as the third and final installment of the Total Settlement
5 Amount (“Third and Final Installment”). The Parties agree that this is a non-reversionary Settlement and
6 that no portion of the Total Settlement Amount shall revert to Defendant.

7 16. Attorneys’ Fees and Costs. Class Counsel will request, and Defendant will not oppose
8 attorneys’ fees of up to thirty-five percent (35%), or \$157,500, of the Total Settlement Amount and up
9 to Forty-Five Thousand Dollars (\$45,000.00) for reimbursement of actual costs and expenses associated
10 with Class Counsel’s litigation and settlement of the Actions, both of which will be paid from the Total
11 Settlement Amount subject to Court approval. These amounts will cover any and all work performed
12 and any and all costs and expenses incurred by Class Counsel in connection with the litigation of the
13 Actions, including without limitation all work performed and costs incurred to date, and all work to be
14 performed and all costs to be incurred in connection with obtaining the Court’s approval of the
15 Settlement, as well as any objections raised and any appeals necessitated by those objections. Class
16 Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax
17 purposes and for paying any taxes on the amounts received. With respect to the Attorneys’ Fees and
18 Costs to Class Counsel, the Settlement Administrator may purchase annuities to utilize United States
19 Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses
20 for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel
21 and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys’
22 Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be
23 distributed to Settlement Class Members.

24 17. Enhancement Award. In recognition of their efforts and work in prosecuting the Actions,
25 Defendant agrees not to oppose or impede any application or motion for Enhancement Awards in an
26 amount up to Seven Thousand Five Hundred Dollars (\$7,500) each (for a total of \$15,000) to Plaintiffs.
27 The Enhancement Awards, which will be paid to Plaintiffs from the Total Settlement Amount, subject
28 to Court approval, will be in addition to their Individual Settlement Payments and Individual PAGA

1 Payments that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS
2 Form 1099 to Plaintiffs for the Enhancement Awards, and Plaintiffs shall be solely and legally
3 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
4 the amounts received. Should the Court approve Enhancement Awards to Plaintiffs in an amount that
5 is less than that set forth above, the difference between the lesser amount approved by the Court and the
6 amount allocated toward the Enhancement Awards will be part of the Net Settlement Amount to be
7 distributed to Settlement Class Members.

8 18. **Settlement Administration Costs.** The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
10 which is currently estimated not to exceed Nine Thousand Dollars (**\$9,000.00**). These costs, which will
11 be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing,
12 distributing, and tracking Class Notices and other documents for the Settlement, establishing the QSF,
13 calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and
14 undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary
15 reports and declarations, and other duties and responsibilities set forth herein to process the Settlement,
16 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
17 estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the
18 Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,
19 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
20 Settlement Administrator to undertake the required settlement administration duties will become part of
21 the Net Settlement Amount to be distributed to Settlement Class Members.

22 19. **PAGA Allocation.** Subject to approval by the Court, the Parties agree that the amount of
23 One Hundred Thousand Dollars (**\$100,000**) from the Total Settlement Amount will be allocated toward
24 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the
25 PAGA Penalty Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the Labor
26 and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%), or
27 \$25,000, will be distributed to PAGA Members on a *pro rata* basis, based on PAGA Members' Qualified
28 PAGA Workweeks during the PAGA Period (i.e., the PAGA Employee Amount).

1 20. Individual Settlement Share Calculations. Individual Settlement Shares will be
2 calculated and apportioned from the Net Settlement Amount based on the Class Members' Qualified
3 Workweeks, as follows:

4 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
5 divide the Net Settlement Amount by the Qualified Workweeks of all Class Members to yield the
6 "Estimated Workweek Value," and multiply each Class Member's individual Qualified Workweeks by
7 the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she
8 may be eligible to receive under the Settlement.

9 b. After Final Approval of the Settlement, the Settlement Administrator will divide
10 the final Net Settlement Amount by the Qualified Workweeks of all Settlement Class Member to yield
11 the "Final Workweek Value," and multiply each Settlement Class Member's individual Qualified
12 Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

13 21. Individual PAGA Payments. Individual PAGA Payments will be calculated and
14 apportioned from the PAGA Employee Amount based on the PAGA Members' number of Qualified
15 PAGA Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount,
16 i.e., 25% of the PAGA Penalty Amount, by the total number of Qualified PAGA Workweeks of all
17 PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Members' individual
18 Qualified PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA
19 Payment.

20 22. Distribution Process. Within twenty (20) calendar days of receipt of the First Installment
21 of the Total Settlement Amount, the Settlement Administrator will issue Individual Settlement Payments
22 to Settlement Class Members, Individual PAGA Payments to PAGA Members, the LWDA Payment to
23 the Labor and Workforce Development Agency, and the Enhancement Awards to Plaintiffs. Within
24 seven (7) calendar days of receipt of the Third and Final Installment of the Total Settlement Amount,
25 the Settlement Administrator will issue payments due under the Settlement and approved by the Court
26 as follows: (a) Attorneys' Fees and Costs to Class Counsel; and (b) Settlement Administration Costs to
27 the Settlement Administrator.

28 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the

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

9 24. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary
10 Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

11 25. Notice by First-Class U.S. Mail.

12 a. Within fourteen (14) calendar days after receiving the Class Data and List from
13 Defendant, the Settlement Administrator will mail a Class Notice (in the form attached as **Exhibit A** to
14 this Settlement Agreement) to all Class Members and PAGA Members via First-Class U.S. Mail, using
15 the most current, known mailing addresses identified by the Settlement Administrator.

16 b. With respect to Class Notices that are returned as undeliverable and received by
17 the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will
18 search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar
19 days.

20 26. Dispute Regarding Qualified Workweeks. Class Members and PAGA Members will
21 have an opportunity to dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks
22 to which they have been credited, as reflected in their respective Class Notices. In order to dispute
23 Qualified Workweeks and/or Qualified PAGA Workweeks, Class Members and/or PAGA Members
24 must submit a written letter to the Settlement Administrator that: (a) contains the case name and number
25 of at least one of the Actions; (b) is signed by the Class Member and/or PAGA Member; (c) states the
26 full name, address, telephone number, and the last four digits of the Social Security Number of the
27 disputing Class Member and/or PAGA Member; (d) states that the Class Member and/or PAGA Member
28 disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or

1 her and what he or she contends is the correct number that should be credited to him or her; (e) includes
2 information and/or attaches documentation demonstrating that the number of Qualified Workweeks
3 and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct;
4 and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or
5 before the Response Deadline. The date of the postmark on the return mailing envelope on the
6 submission will be the exclusive means to determine whether a dispute has been timely submitted.
7 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number
8 of Qualified Workweeks and/or Qualified PAGA Workweeks to be credited to a disputing Class
9 Member and/or PAGA Member, Defendant's records will be presumed correct and determinative of the
10 dispute. However, if a Class Member and/or PAGA Member produces information and/or documents
11 to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
12 and/or PAGA Member and the Settlement Administrator will resolve and determine the number of
13 eligible Qualified Workweeks and/or Qualified PAGA Workweeks that the disputing Class Member
14 and/or PAGA Member should be credited with under the Settlement. The Settlement Administrator
15 shall notify Class Counsel and Defendant's Counsel of the fact that a Class Member and/or PAGA
16 Member has made a dispute and advise them of the outcome.

17 27. Settlement Checks. The Settlement Administrator will be responsible for undertaking
18 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and
19 Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Members in
20 accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may
21 combine the Individual Settlement Payment and Individual PAGA Payment into one check, if applicable.
22 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable
23 for one hundred and eighty (180) calendar days from the date the checks are issued. Any settlement
24 checks which remain uncashed after that date shall be transferred to the California State Unclaimed
25 Wage Fund.

26 28. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
27 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
28 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the

1 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
2 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
3 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
4 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
5 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
6 Request for Exclusion is prohibited from making any objection to the Settlement Agreement. Any Class
7 Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class
8 Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if
9 the Class Member worked during the PAGA Period, he or she will be an PAGA Member, will still
10 receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of
11 whether he or she has submitted a timely and valid Request for Exclusion.

12 29. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
13 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
14 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
15 and not limited to those pertaining to the release of Released Class Claims, as well as the Final Approval
16 Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

17 30. Procedures for Objecting to the Settlement. Class Members who have not opted out of
18 the Class Settlement (i.e., Settlement Class Members) may object to the Settlement by submitting a
19 timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the
20 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
21 contain all information required by this Settlement Agreement. The postmark date will be deemed the
22 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
23 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to
24 the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
25 may also appear in person to present their objection orally at the Final Approval Hearing, whether or
26 not they have submitted a Notice of Objection.

27 31. Reports by the Settlement Administrator Regarding Settlement Administration. The
28 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which

1 certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of
2 Qualified Workweeks and/or Qualified PAGA Workweeks; (b) the number of Class Members who have
3 submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection from
4 the Class Settlement; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
5 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
6 administration of the Settlement as needed or requested, and immediately notify Class Counsel and
7 Defendant's Counsel when it receives a request from an individual or any other entity requesting to be
8 included in the Class and/or PAGA Settlement.

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

12 33. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
13 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
14 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
15 an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-
16 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's
17 share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares,
18 and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment
19 of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual
20 PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes
21 or withholdings, and will be reported on an IRS Form-1099, if necessary. The Settlement Administrator
22 will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way
23 of a single check. The Employers' Share of Payroll Taxes will be paid by Defendant separately and in
24 addition to the Total Settlement Amount.

25 34. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
26 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class
27 Counsel any W-2, 1099, or other tax forms as may be required by this Settlement Agreement and by
28 law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be

1 responsible for collecting and forwarding all taxes, contributions, and withholdings with respect to the
2 wages portion of Individual Settlement Shares to the appropriate government authorities.

3 35. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel make no
4 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
5 under this Settlement, do not intend anything contained in this Settlement Agreement to constitute
6 advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as
7 such. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible
8 for correctly characterizing any compensation received under the Settlement on his/her personal income
9 tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

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

1 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
2 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
3 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
4 BY THIS SETTLEMENT AGREEMENT.

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

9 38. Release of Claims by Settlement Class Members and PAGA Members. Upon the full
10 funding of the Total Settlement Amount, (i) Plaintiffs and all Settlement Class Members (i.e., Class
11 Members who do not submit a valid and timely Request for Exclusion) will be deemed to have fully,
12 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
13 of all Released Class Claims, and (ii) Plaintiffs, PAGA Members, and the State of California will be
14 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
15 the Released Parties of all Released PAGA Claims arising under the Private Attorneys General Act,
16 California Labor Code Section 2698, *et seq.* he or she may have had.

17 39. General Release of Claims by Plaintiffs. In addition, upon the full funding of the Total
18 Settlement Amount, Plaintiffs will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties of and from all claims arising from their
20 employment with Defendant, separation of employment from Defendant, and any acts that have or could
21 have been asserted in any legal action or proceeding against Defendant, arising under any federal, state,
22 or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
23 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
24 Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California
25 Business and Professions Code, California Fair Employment and Housing Act, California Constitution
26 (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
27 wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical
28 expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the

1 date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an
2 individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under
3 California Civil Code Section 1542, which provides:

4
5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
9 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 Plaintiffs understand and agree that claims or facts in addition to or different from those which
11 are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to
12 settle fully and release all claims they now have against the Released Parties. Notwithstanding the above,
13 the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for
14 unemployment benefits, or other claims that may not be released by law. Nothing in this Agreement is
15 intended to prevent or restrict discussion or disclosure of factual information regarding sexual assault,
16 sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or
17 discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure
18 to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person
19 for reporting or opposing harassment or discrimination.

20 40. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

21 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
22 Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will
23 be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion
24 and also submit this Settlement Agreement to the Labor and Workforce Development Agency.
25 Defendant agrees not to oppose the motion consistent with this Settlement Agreement. Said motion
26 shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be
27 mutually agreed upon by the Parties, seeking the following:

- 28 a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;

1 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;

2 e. Approving, as to form and content, the mutually agreed upon and proposed Class
3 Notice and directing its mailing to the Class by First Class U.S. mail;

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

7 g. Promptly scheduling a Final Approval Hearing at which the Court will determine
8 whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement
9 Class Members.

10 41. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
11 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted
12 to determine whether Final Approval of the Settlement should be granted, along with the amounts
13 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) PAGA
14 Penalty Amount; (d) Attorneys' Fees and Costs; (e) Enhancement Awards; and (f) Settlement
15 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar
16 days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the
17 motion seeking Final Approval of the Settlement. By way of said motion, Plaintiffs will apply for the
18 entry of the mutually agreed upon proposed order and judgment ("Final Approval Order and
19 Judgment"), which will provide for, in substantial part, the following:

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

22 b. Certifying the Class for settlement purposes;

23 c. Awarding Attorneys' Fees and Costs to Class Counsel;

24 d. Awarding Enhancement Awards to Plaintiffs;

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

27 f. Entering a Final Approval Order and Judgment, while maintaining continuing
28 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

1 42. Escalator Clause. Defendant represents that there are 81,550 Qualified Workweeks
2 during the period from February 28, 2016 to February 28, 2020. If it is determined that the number of
3 Qualified Workweeks worked by Class Members during the Class Release Period exceeds 81,550 by
4 more than ten percent (10%) (i.e., the number of Qualified Workweeks exceeds 89,705), the Class
5 Release Period shall instead cut off upon the date the Class Members worked more than 89,705
6 Workweeks.

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

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

15 45. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
16 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,
17 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
18 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §
19 1856(a), which provide that a written agreement is to be construed according to its terms and may not
20 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
21 written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

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

26 47. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
27 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
28 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement

1 will not constitute a waiver of any other provision.

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

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

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

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

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

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

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

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

9 55. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs Cindy Velasquez and Paulina
10 Campos agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby
11 bound by the terms herein.

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

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

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

6 59. Representation by Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
8 this Settlement Agreement has been executed with the consent and advice of counsel and has been
9 reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on
10 the Settlement Agreement.

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

13 61. Notices. All notices, demands, and other communications to be provided to counsel for
14 the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at
15 the addresses set for below, or such other addresses as either Party may designate in writing from time
16 to time:

17 To Plaintiffs and Class Counsel:

18 Edwin Aiwazian, Esq.
19 Arby Aiwazian, Esq.
20 Joanna Ghosh, Esq.
21 Yasmin Hosseini, Esq.
22 **LAWYERS for JUSTICE, PC**
23 410 W. Arden Avenue Suite 203
24 Glendale, California 91203

25 Heather Davis, Esq.
26 Luke Clapp, Esq.
27 **PROTECTION LAW GROUP, LLP**
28 237 California Street
 El Segundo, California 90245

To Defendant:

 L. Geoffrey Lee, Esq.
 GORDON REES SCULLY
 MANSUKHANI, LLP
 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071

1 62. Final Order. The Parties shall provide the Settlement Administrator with a copy of the
2 Final Approval Order once it is entered by the Court, and the Settlement Administrator shall post the
3 Final Approval Order t on its website within three (3) business days of receipt. No individualized notice
4 to the Class will be required.

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

12 64. Integration Clause. This Settlement Agreement contains the entire agreement between
13 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
14 contemporaneous agreements, understandings, representations, and statements, whether oral or written
15 and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be
16 waived except in writing.

17 **IN WITNESS WHEREOF,** the Parties hereto knowingly and voluntarily executed this Joint
18 Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:
19 **IT IS SO AGREED.**

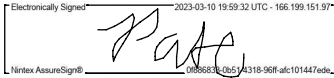
20 **PLAINTIFF CINDY VELAZQUEZ**

21
22 Dated: _____, 2023

Cindy Velasquez, Plaintiff

23
24 **PLAINTIFF PAULINA CAMPOS**

25
26 Dated: 03/10/2023, 2023

An electronic signature box for Paulina Campos. It contains the handwritten signature 'Paulina' in black ink. Above the signature, it says 'Electronically Signed' and '2023-03-10 19:59:32 UTC - 166.199.151.97'. Below the signature, it says 'Nitrex AssureSign®' and a long alphanumeric string '0386838-7651-4318-96ff-af101447eda'.

Paulina Campos, Plaintiff

1 62. Final Order. The Parties shall provide the Settlement Administrator with a copy of the
2 Final Approval Order once it is entered by the Court, and the Settlement Administrator shall post the
3 Final Approval Order t on its website within three (3) business days of receipt. No individualized notice
4 to the Class will be required.

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


12 64. Integration Clause. This Settlement Agreement contains the entire agreement between
13 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
14 contemporaneous agreements, understandings, representations, and statements, whether oral or written
15 and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be
16 waived except in writing.

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

19 **IT IS SO AGREED.**

20 **PLAINTIFF CINDY VELAZQUEZ**

21
22 Dated: 03/10/2023, 2023

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Cindy Velasquez, Plaintiff

24 **PLAINTIFF PAULINA CAMPOS**

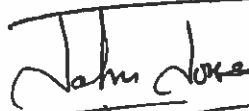
25
26 Dated: _____, 2023

Paulina Campos, Plaintiff

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DEFENDANT AMADA ENTERPRISES, INC.

Dated: March 15, 2023



Full Name: John Jones

Title: Administrator
On behalf of Amada Enterprises, Inc.

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: March 13, 2023



Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Attorneys for Plaintiffs Cindy Velasquez and Paulina Campos and Proposed Class Counsel

PROTECTION LAW GROUP, LLP

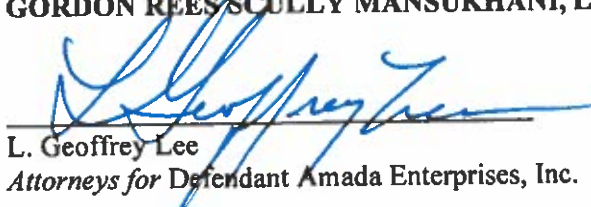
Dated: _____, 2023



Heather Davis
Luke Clapp
Attorneys for Plaintiffs Cindy Velasquez and Paulina Campos and Proposed Class Counsel

GORDON REES SCULLY MANSUKHANI, LLP

Dated: March 27, 2023


L. Geoffrey Lee
Attorneys for Defendant Amada Enterprises, Inc.