

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Scott Cahn (hereinafter "Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant J.J.R. Enterprises, Inc. (hereinafter "Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by James R. Hawkins and Christina M. Lucio of JAMES HAWKINS APLC ("Class Counsel"). Defendant is represented by Linda Claxton of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On August 28, 2020, Plaintiff filed a wage and hour class action complaint in Sacramento County Superior Court in the matter *Cahn v. J.J.R. Enterprises, Inc.*, Case No. 34-2020-00284704 (the "Action"). On January 20, 2021, Plaintiff filed his First Amended Complaint, alleging claims for 1) failure to reimburse necessary expenses; 2) violation of unfair competition law and 3) penalties under the Private Attorneys General Act. On July 13, 2022, the Parties attended a private mediation with Hon. Carl J. West (Ret.) and have reached a class-wide settlement which resolves the Action, subject to court approval.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. Accordingly, Plaintiff and Defendant agree as follows:

1. **Class and PAGA Periods.** The Class Period is August 28, 2016 through December 15, 2022. The PAGA Period is August 28, 2019 through December 15, 2022.
2. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the conditional certification of the following Settlement Class:

All persons who are or were employed by Defendant who submitted for mileage reimbursement in the State of California within the Class Period.

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

The PAGA Aggrieved Employees shall be defined as all persons who are or were employed by Defendant as non-exempt employees and all exempt employees who submitted for mileage reimbursement in the State of California within the PAGA Period. The members of the group of

PAGA Aggrieved Employees are referred to as PAGA Members. Defendant specifically represents that it has not received any notice of intention to commence an action for civil penalties under Labor Code section 2698 et seq. since that filed by Plaintiff Cahn on or about August 28, 2020 and that it is unaware of any other claim seeking civil penalties under Labor Code section 2698 et seq.

2. **Release by Class Members and Plaintiffs.** In exchange for the consideration set for in this Settlement Agreement, Plaintiff and every member of the Settlement Class (except those who opt out) will be deemed to have, and by operation of the Final Approval Order and Judgment, will have expressly and fully release and discharge Defendant and all of Defendant's current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors (collectively, the "Released Parties"), as follows:

- A. Class Members release any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities that have been asserted by Plaintiff, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were asserted in the Action or are based on or reasonably related to the claim for unreimbursed business expenses, attendant interest, penalties, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.) ("PAGA") for violation of Labor Code sections 2800, and 2802; claims under the Industrial Welfare Commission Wage Orders 1-2001, 4-2001 and 7-2001 for unreimbursed business expenses, California Code of Regulations, Title 8, section 11000 *et seq.*; and Business and Professions Code sections 17200-17208 for unreimbursed business expenses. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity, allegedly owed or available to the Class arising from a claim of unreimbursed business expenses under any theory whatsoever, against the Released Parties for the Class Period (collectively referred to as the "Released Claims") and shall become effective upon the date Defendant funds the settlement. The period of the Release shall extend to the limits of the Class Period.
- B. Each PAGA Member will be deemed to release all claims for civil penalties that were asserted against Defendant or the Released Parties or any of them arising out of or based upon the facts, theories, and/or claims alleged in the PAGA Notice Letter filed by Plaintiff with the LWDA in this Action. This release includes claims under the PAGA (California Labor Code section 2698 et seq.) for violations of Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, or 2802, applicable IWC California Wage Orders, and California Code of Regulations, Title

8, section 11000 *et seq.* The Released PAGA Claims shall be released as to Defendant and the Released Parties from the period beginning August 28, 2019, through December 15, 2022 and shall become effective upon the date Defendant funds the settlement. All PAGA Members will be deemed to have released all Released PAGA Claims regardless of whether they request to be excluded from participation in the Settlement by filing a Request for Exclusion.

- C. In light of Plaintiff's Class Representative Enhancement Payments, Plaintiff has also released, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Conditions Precedent.** This Settlement will become final and effective only upon the occurrence of all of the following events:

- a. The Court enters an order granting preliminary approval of the Settlement;
- b. The Court enters an order granting final approval of the Settlement and a Final Judgment;
- c. If an objection has been filed, the date on which time has expired to file an appeal of the Court's grant of Final Approval; or in an objection was filed and a Notice of Appeal of the Court's grant of Final Approval of settlement was timely filed, then the date the appeal is finally resolved, with the final approval unaffected; and
- d. Defendant does not invoke its right to revoke the Settlement as described in paragraph 12 ("Defendant's Option to Revoke Settlement") herein.

4. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (or "GSA") of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. If no objections are filed, the GSA shall be deposited with the Settlement Administrator within thirty (30) calendar days after the Court enters an order

granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement (the filing of an objection being a prerequisite to the filing of an appeal), the GSA shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00). If the actual costs exceed Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00) , the additional costs shall be deducted from the Gross Settlement Amount. If the actual costs are less than Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00), the difference will revert to the participating Class Members;
- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00), for Plaintiff's Class Representative Enhancement Payments in recognition of his contributions to the Action and service to the Settlement Class, and in exchange for a general release. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiff shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members;
- (4) Class Counsel's attorneys' fees in an amount not to exceed one-third (33 1/3 %) of the Total Settlement Amount. The Settlement is not contingent on Plaintiff and Plaintiff's Counsel recovering that or any particular amount as an attorneys' fees award. Even in the event that the Court reduces or does not approve the requested attorneys' fees award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement or this Settlement, and it will remain binding. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members;
- (5) Class Counsel's attorneys' costs not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00). The Settlement is not contingent on Plaintiff and Plaintiff's Counsel recovering that or any particular amount as an attorneys' costs award. Even in the event that the Court reduces or does not approve the requested attorneys' costs award, Plaintiff and Plaintiff's

Counsel shall not have the right to revoke this Agreement or this Settlement, and it will remain binding; and

- (6) Fifteen Thousand Dollars and Zero Cents (\$15,000) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), will be payable to the PAGA Members as the “PAGA Amount.”

5. **Effective Date.** The Effective Date means when all of the following events have occurred: (1) The Joint Stipulation has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the Parties’ intention that the Settlement shall be final for purposes of the Effective date at the time of Final Approval, if no objections to the Settlement are filed. Only in the event that written objections are filed prior to the Final Settlement Approval Hearing which are not later withdrawn prior to final approval, the Effective Date shall be later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment

6. **Payments to the Settlement Class and PAGA Aggrieved Employees.** Class Members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs’ Class Representative Enhancement Payments, the amount set aside as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each individual’s Settlement Award based on the following formula:
- i. The Net Settlement Amount shall be divided by the number of estimated aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” shall be a week worked by a Class Member in California in a non-exempt role.
 - ii. Each Class Member shall be eligible to receive a settlement payment in the amount of the total number of estimated qualified weeks the Class Member worked for Defendant in California during the Class Period in a non-exempt

role multiplied by the Weekly Settlement Value, less applicable withholdings, provided that the Class Member has not submitted a request for exclusion.

- C. Payments to PAGA Members of their 25% share of the amount allocated to PAGA (\$3,750.00) during the PAGA Period shall be calculated pursuant to the same formula described above applicable to Settlement Class Members, though limited to Eligible Workweeks during the PAGA Period.
- D. Within five (5) business days of the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Within thirty (30) calendar days following the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Class Members. The Settlement Administrator shall simultaneously provide the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- E. Each Settlement Award shall be allocated 100% as reimbursements, penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms 1099. None of the payments called for by this Settlement Agreement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each Class Member or PAGA Member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks were not cashed within 180 days after mailing shall be tendered the California Controller's Unclaimed Property Fund to be held in the name of the Class Member or PAGA Member.
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- H. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and each Class Member who receives a Settlement Award are not relying on any statement or representation by the Parties in this regard. The Class Members who are receiving a Settlement Award understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their Settlement Award and will be solely responsible for any penalties

or other obligations resulting from their personal tax reporting of their Settlement Award.

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees in an amount not to exceed one-third (33-1/3 %) of the Total Settlement Amount. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court.

8. **Class Representative Enhancement Payments.** Defendant will not object to a request for a Class Representative Enhancement Payment to Plaintiff of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for his time and risk in prosecuting this case and service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Awards as a Class Member and PAGA Member Award and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested enhancement payments, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

9. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00) to Phoenix Class Action Administration Solutions for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Class Members.

10. **Preliminary Approval.** Within thirty (30) days after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing James R. Hawkins and Christina M. Lucio of JAMES HAWKINS APLC as Class Counsel;
- C. Appointing Scott Cahn as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;

- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, and Request for Exclusion Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after receiving notice of entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Class Member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Class Member; and (iv) mail a Notice Packet to each Class Member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail or deliver a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to

be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.

- D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Class Member's full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Class Member shall include a statement informing Class Members that Defendant contends that Class Members have been paid all monies that were due to them, maintains that it has at all times complied with California's wage-and-hour laws, and vigorously denies any wrongdoing alleged by Plaintiff, and that this settlement is **not** an admission by Defendant of any liability. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator

shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Member received the Notice Packet. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s counsel to provide notice of the proposed settlement.

12. **Defendant’s Option to Revoke Settlement.** If the number of Class Members who submitted timely and valid written Requests for Exclusion is over ten percent (10%) of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, it shall: (i) provide written notice to Class Counsel prior to the Final Approval Hearing and no later than seven (7) calendar days after receiving notice from the Settlement Administrator of the number of Class Members who have submitted timely and valid Requests for Exclusion; (ii) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and (iii) the Parties shall proceed in all respects as if this Agreement had not been executed. The Parties and their counsel agree not to take any action or make any statements to encourage any Class Members to opt out of and/or object to the Settlement.

13. **Class Size Estimate and Adjustment.** Defendant represents that there were 310 Class Members at the time of the mediation on July 13, 2022. This is a material term of the Settlement. If the Total Class Members is determined to be greater than 341, then the Class Period ending date shall be the date on which the number of Class Members reaches 341. Further, Defendant represents that there were 248 PAGA Members at the time of the mediation on July 13, 2022. This is a material term of the Settlement. If the Total PAGA Members is determined to be greater than 273, then the PAGA Period ending date shall be the date on which the number of PAGA Members reaches 273.

14. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payments, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

15. **Non-Admission of Liability.** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

16. **Representation with Respect to Claims.** Plaintiff further represents that, other than the instant Action, he has no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff further represents that he does not currently know of any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

17. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to potential Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases; communicate with, or respond to, any media or publication entities; publish information in manner or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

19. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the

addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Linda Claxton, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.,
400 South Hope Street, Suite 1200, Los Angeles, California 90071;
linda.claxton@ogletree.com

if to Plaintiffs: James Hawkins and Christina Lucio, James Hawkins APLC, 9880
Research Dr., Suite 200, Irvine, CA 92618;
james@jameshawkinsapl.com, christina@jameshawkinsapl.com.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

SIGNATURES ON NEXT PAGE

DATE: June 29, 2023

J.J.R. Enterprises, Inc.

By: 

DATE: June ____, 2023

Scott Cahn

APPROVED AS TO FORM:


JAMES HAWKINS APLC

Date: June ____, 2023

By: _____
James R. Hawkins, Esq.
Christina M. Lucio, Esq.
Attorneys for Plaintiff
Scott Cahn

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Date: June 30, 2023

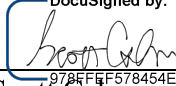
By: 
Linda Claxton
Attorneys for Defendant
J.J.R. Enterprises, Inc.

DATE: June 29, 2023

J.J.R. Enterprises, Inc.

By: _____


DATE: June 29, 2023

DocuSigned by:

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Scott Cahn

APPROVED AS TO FORM:

JAMES HAWKINS APLC

Date: June ____, 2023

By: 
James R. Hawkins, Esq.
Christina M. Lucio, Esq.
Attorneys for Plaintiff
Scott Cahn

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Date: June ____, 2023

By _____
Linda Claxton
Attorneys for Defendant
J.J.R. Enterprises, Inc.