

## JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement is entered into between Plaintiff Hannah Williams (“Plaintiff”) on behalf of herself, others similarly situated, and other aggrieved employees and Defendant Cedar Creek Inn SJC, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

### I. DEFINITIONS

In addition to the other terms defined in this Joint Stipulation and Settlement Agreement, the terms below have the following meaning in this Agreement:

- A. **Administration Costs**: All administrative costs incurred by the Settlement Administrator to administer this Settlement including the cost of notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement, which is currently estimated at \$10,000 and shall not exceed \$10,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed thirty-three percent (33%) of the Gross Settlement Amount or \$36,300.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- D. **Case or Action**: The lawsuit filed by Plaintiff on December 10, 2020, entitled *Hannah Williams v. Cedar Creek Inn SJC, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01174105-CU-OE-CXC.
- E. **Class**: All current and former non-exempt employees of Defendant who worked for Defendant in California at any time between June 15, 2017 and May 26, 2022.
- F. **Class Counsel**: Andrea Paris of Andrea Paris Law.

- G. Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above and does not opt out.
- H. Class Period:** The time period from June 15, 2017 to May 26, 2022.
- I. Class Representative or Plaintiff:** Hannah Williams
- J. Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff for her service as Class Representative, which will not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class Representative Enhancement Payment is subject to the approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- K. Complaint:** The complaint originally filed by Plaintiff Hannah Williams in the Superior Court of California, County of Orange, entitled *Hannah Williams v. Cedar Creek Inn SJC, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01174105-CU-OE-CXC.
- L. Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed Five Thousand Six Hundred Sixty-One Dollars and Zero Cents (\$5,661.00). The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. Counsel for Defendant:** Attorney Lizbeth Ochoa of Fisher & Phillips LLP.
- N. Court:** The Superior Court of California, County of Orange.
- O. Defendant:** Cedar Creek Inn SJC, Inc.
- P. Effective Final Settlement Date:** The date the Court enters judgment granting Final Approval, with the exception outlined in Sections III.J.8. & 9.
- Q. Eligible Aggrieved Employees:** The aggrieved employees defined as all current and former non-exempt employees of Defendant that worked for Defendant in California at any time between October 16, 2019 and May 26, 2022 who are eligible to recover the PAGA Payment.
- R. Exclusion Form:** The Election Not to Participate In (“Opt Out” From) the Class Action Settlement, substantially like the form attached hereto as **Exhibit B**, subject to Court approval.

- S. **Final Approval, Final Approval Order, Judgment or Final Judgment:** “Final Approval” or “Final Approval Order” means the final order entered by the Court following the Final Fairness and Approval Hearing. “Judgment” or “Final Judgment” means the final judgment entered by the Court following the Final Fairness and Approval Hearing.
- T. **Gross Settlement Amount:** The total value of the Settlement is a non-reversionary One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and the Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; (5) employee side taxes on the Individual Settlement Shares and (6) the PAGA Payment to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant’s portion of payroll taxes as the Class Members’ current or former employer is not included in the Gross Settlement Amount and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- U. **Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form unless they timely Opt Out.
- V. **LWDA:** California Labor and Workforce Development Agency.
- W. **Net Settlement Amount:** The total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount less the following: Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, Administration Costs, and the PAGA Payment. In other words, the Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Class Members who do not request exclusion from the Settlement.
- X. **Notice:** The “Notice of Class Action and PAGA Settlement” to be provided to all Class Members regarding the terms of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute class notice pursuant to California Rules of Court, rule 3.769 (f) and, once approved by the Court, shall be deemed compliant with California Rules of Court, rule 3.766.

- Y. Notice Packet:** The Notice, Exclusion Form, and Objection Form.
- Z. Objection Form:** The Notice of Objection Form, substantially like the form attached hereto as **Exhibit C**, subject to Court approval.
- AA. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698, *et seq.*).
- BB. PAGA Payment:** The PAGA Payment consists of Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75%) of the PAGA Payment (\$3,750.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$1,250.00) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below. Pursuant to California Labor Code § 2699(1)(2), settlement of a PAGA action must be approved by the Court and a copy of the proposed Settlement will be provided to the LWDA at the same time that it is submitted to the Court. In the event the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.
- CC. PAGA Released Claims:** Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(10)(a) of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees shall release and be barred from pursuing claims against the Released Parties for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, arising at any time during the PAGA Period and based on, or arising out of, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 226.7, 227.3, 246, 266(e), 351, 510, 512, 557, 558, 558.1, 1174, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5 and/or 2802 as alleged in Plaintiff's letter to the LWDA and/or the Action.
- DD. PAGA Period:** The period from October 16, 2019 through May 26, 2022.
- EE. Participating Class Members:** All Class Members who do not submit valid and timely requests to exclude themselves from this Settlement.
- FF. Parties:** Plaintiff Hannah Williams, individually and as the Class Representative, and Defendant Cedar Creek Inn SJC, Inc.

- GG. Preliminary Approval or Preliminary Approval Order:** The order entered by the Court following the Preliminary Approval Hearing approving the proposed Settlement.
- HH. Qualified Settlement Fund:** A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, which is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiff and Class Counsel.
- II. Released Class Claims:** Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(10)(a) of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff and the other Participating Class Members shall release any and all facts and claims asserted in the operative complaint in the Action and any other claims that could have been asserted in the Action based on the facts alleged and arising at any time during the Class Period, including, but not limited to, federal or state wage and hour claims (including claims under the California Labor Code, Fair Labor Standards Act and applicable Wage Order(s)) for: (1) failure to provide legally compliant meal periods; (2) failure to provide legally compliant rest periods; (3) failure to pay accrued sick pay; (4) failure to provide accurate wage statements; (5) failure to pay all wages; and (6) failure to timely pay all wages upon separation and their related provisions of the Labor Code, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.7, 246, 266(e), 512, 557, 558, 558.1, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

The Released Class Claims expressly exclude the PAGA Released Claims, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Eligible Aggrieved Employees. Participating Class Members who are also Eligible Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Class Claims, upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(10)(a) of this Agreement.

- JJ. Released Parties:** Defendant and its present, future and former owners, officers, directors, employees, shareholders, agents, trustees, heirs, representatives, fiduciaries, administrators, executors, partners, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, subrogees, predecessors, successors and assigns and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Class Claims or PAGA Released Claims within the Class Period and/or PAGA Period.
- KK. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Notice Packet.

- LL. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members. The Settlement Administrator will mail the Notice Packet by First-Class U.S. mail to all current employee Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the addresses obtained via skip trace. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out of (exclude themselves from) the Settlement. Any Class Member who does not receive a Notice Packet after the Settlement Administrator has taken the steps outlined above will still be bound by the Settlement and/or Judgment.
- MM. Settlement Administrator:** The third-party administrator agreed upon by the Parties to administer this Settlement is CPT Group.

## **II. RECITALS**

- A. Procedural History.** On April 28, 2020, Plaintiff submitted a letter to the LWDA identifying a variety of Labor Code provisions that Plaintiff alleged were violated by Defendant. Thereafter, on December 10, 2020, Plaintiff filed a wage-and-hour class and PAGA action complaint against Defendant in the Orange County Superior Court entitled *Hannah Williams v. Cedar Creek Inn SJC, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01174105-CU-OE-CXC, alleging the following causes of action: (1) Failure to Pay for Missed Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Accrued Sick Time; (4) Failure to Provide Accurate Wage Statements; (5) Failure to Pay All Wages; (6) Failure to Timely Pay All Wages Upon Separation; and (7) PAGA penalties.
- B. Investigation and Discovery.** Prior to mediation, the Parties conducted significant investigation and discovery of the relevant facts and law. Specifically, Defendant produced documents relating to its wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, overtime, and other payroll and operational policies. As part of Defendant's production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period. Defendant also shared documentation reflecting its financial situation during the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Counsel for all parties have thoroughly investigated the facts relating to the claims alleged in the Action and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, Class Counsel concluded that the settlement described in this Agreement is fair, reasonable, and adequate in light of all known facts and

circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, potential recovery issues, and numerous potential appellate issues.

- C. **Mediation.** Plaintiff and Class Counsel have engaged in good faith, arm's-length negotiations with Defendant concerning possible settlement of the claims asserted in the Action. Specifically, on January 26, 2022, the Parties participated in a mediation with Michael Diliberto, a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties informally exchanged extensive information and data, described in Section II(B) above. After a full day of negotiation, under the auspices of the mediator, the Parties reached a tentative settlement of the Action subject to a long form settlement agreement and approval by the court.
- D. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have considered the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation, including the possibility that Plaintiff and/or members of the Class may be subject to arbitration agreements impacted by the U.S. Supreme Court Case opinion in *Viking River Cruises, Inc. v. Moriana*, that may negatively impact Plaintiff's PAGA claim. Plaintiff and Class Counsel conducted extensive settlement negotiations, including formal mediation on January 26, 2022 and additional negotiations for several months thereafter. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- E. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Class Claims and Released PAGA Claims.
- F. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class or PAGA treatment. Defendant also asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement nor any document referred to or contemplated herein, nor any statements,

discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

- G. **Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, if this Settlement is finally approved by the Court, none of Plaintiff, Participating Class Members, or Class Counsel will oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Participating Class Members have resolved and are forever barred from re-litigating the Released Class Claims and/or Released PAGA Claims.

### III. **SETTLEMENT TERMS AND CONDITIONS**

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the non-reversionary Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00).
- B. **Notice to the Labor and Workforce Development Agency ("LWDA").** On April 28, 2020, Plaintiff filed and served her Notice of Labor Code Violations Pursuant to Labor Code section 2699.3. Thus, Plaintiff has satisfied her notice obligations under PAGA. Plaintiff shall also provide LWDA notice of this Settlement.
- C. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval and certification of the Class for purposes of this Settlement only. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the



Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendant expressly reserves the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be materially modified, reversed on appeal, or otherwise not become final.

- E. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.
- F. **Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- G. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member, that does not timely opt out of the settlement.

**1. Calculation.**

- a. **Individual Settlement Share Calculation.** The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of weeks the Participating Class Member worked during the Class Period, based on the Class Data provided by Defendant, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period.
- 2. Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%) wages and eighty percent (80%) interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement

Share. Each Eligible Aggrieved Employee's portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties. The PAGA Payment and the Individual Settlement Share that is allocated to interest and penalties, shall be issued an IRS form 1099.

**H. Settlement Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiff, Hannah Williams.** In addition to her portion of the PAGA Payment, Individual Settlement Share and subject to the Court's approval, Plaintiff will receive up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amounts the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.
  
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed 33% or \$36,300 of the Gross Settlement and a Cost Award not to exceed \$5,661.00. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

Except as provided herein, each side shall bear its own attorneys' fees and costs.

- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. Additionally, the Settlement Administrator will calculate, at least five court days before the settlement funding deadline, the amount of employer side taxes due and notify Defendant, through Defendant's counsel, so that Defendant can transmit those additional funds to the Qualified Settlement Fund. The Settlement Administrator will submit Defendant's portion of employer side taxes, along with each Participating Class Member's Individual Settlement Share withholdings, to the appropriate taxing authorities.
- 4. To the Settlement Administrator.** The Settlement Administrator – CPT Group – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount currently estimated at \$10,000 and not to exceed \$10,000.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. In the event the Court does not approve the entirety of the application for the Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor the Plaintiff shall be responsible for paying the difference between the amount requested and the amount awarded.
- 5. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
- 6. To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be equal to: (i) the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period, (ii) divided by the total number of pay periods during which all Eligible Aggrieved Employees collectively were employed during the PAGA Period (i.e., the sum of all pay periods of employment for all Eligible Aggrieved Employees), (iii) which is then multiplied by the \$1,250.00 of the PAGA Payment allocated to the Eligible Aggrieved Employees. Settlement checks issued to the Eligible Aggrieved Employees pursuant to this Agreement shall expire one hundred eighty

(180) calendar days after the date they are initially mailed by the Settlement Administrator. After one hundred eighty (180) calendar days, any unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

7. **To the LWDA.** Seventy-five percent (75%) of the PAGA Payment (\$3,750.00) shall be paid to the LWDA.

**I. Appointment of Settlement Administrator and Duties.** Solely for the purposes of this Settlement, the Parties stipulate and agree that CPT Group shall be retained to serve as Settlement Administrator, subject to Court approval. The Parties each represent that they do not have any financial interest in CPT Group or otherwise have a relationship with CPT Group that could create a conflict of interest. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Notice Packet to the Class Members; (b) creating a static settlement website that will go live on the same date the Notice Packet is first mailed to the Class Members and that will include, among other things, the Complaint, standalone generic copies of the Notice, Exclusion Form, and Objection Form, all papers filed in connection with the preliminary approval motion (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Judgment; (c) keeping track of any objections or requests for exclusion from Class Members; (d) performing skip traces and re-mailing Notice Packets, Individual Settlement Shares, and portions of the PAGA Payment to Class Members; (e) calculating any and all payroll tax deductions as required by law; (f) calculating each Participating Class Member's Individual Settlement Share and each Eligible Aggrieved Employee's portion of the PAGA Payment; (g) providing weekly status reports to Counsel for Defendant and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; (h) mailing Individual Settlement Shares and portions of the PAGA Payment to Participating Class Members and Eligible Aggrieved Employees, respectively; (i) mailing the LWDA's portion of the PAGA Payment to the LWDA; (j) distributing the Attorney Fee Award and the Cost Award to Class Counsel; (k) printing and providing Class Members and Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (l) providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; (m) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund; and (n) performing other tasks as the Parties mutually agree. Additionally, at Defendant's counsel's request the Settlement Administrator shall provide Defendant's Counsel the following: (1) a report that contains the names and amounts received by each Class Member and/or Eligible Aggrieved Employee pursuant to the Settlement; (2) a copy of the Settlement Payment checks issued by the Settlement Administrator pursuant to the terms of the Settlement; (3) a duplicate copy of the Class Notices issued to each individual Class Member and/or Eligible

Aggrieved Employee, as well as any Opt-Outs received; (3) copies of the IRS Forms W-2 and IRS Forms 1099 issued pursuant to the Settlement; (4) proof of tax payments having been made by the Settlement Administrator pursuant to the terms of the Agreement and (5) any other documents that Defendant may need to establish the Settlement Administrator has performed all of its duties pursuant to this Settlement. Finally, in order for the Settlement Administrator to perform its duties under this Agreement, Defendant shall be providing the Settlement Administrator confidential information protected by the right of privacy regarding Defendant and the Class Members (including but not limited to social security numbers). Consequently, the Settlement Administrator must take all steps necessary to protect the information and protect against any unauthorized access, use or disclosure of that information. The Settlement Administrator (or anyone acting on its behalf) is strictly prohibited from selling, profiting, transferring or using any of the information provided by Defendant and/or on Defendant's behalf, other than for fulfilment of its obligations under this Agreement.

**J. Procedure for Approving Settlement.**

**1. Motion for Preliminary Approval and Conditional Certification.**

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice, Exclusion Form, and Objection Form.
- b. At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval Hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. All Parties and their respective predecessors and successors will be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement. If the Court does not conditionally certify the Class or Preliminarily Approve any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Parties' settlement (including but not limited to the scope of release to be granted by Class Members or the binding effect of the Settlement on Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and

propose a revised Settlement for the Court's approval. The amounts of the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment.

**2. Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following information about each Class Member: (1) first and last name; (2) last known mailing address; (3) Social Security number; (4) hire and termination dates. If any or all this information is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator shall calculate each Class Member's total number of weeks worked during the Class Period as an hourly-paid or non-exempt California employee ("collectively "Class Data") and will conduct a skip trace for the addresses of all former employee Class Members of Defendant. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential. This provision will not impede the Settlement Administrator's ability to discharge their fiduciary duties, including effectuating the terms of this settlement.
- b. The Settlement Administrator shall run all addresses contained in the Class Data through the United States Postal Service National Change of Address ("NCOA") Database (which provides updated addresses for individuals who have moved in the previous four years and who have provided the U.S. Postal Service with a

forwarding address) to obtain current address information. The Settlement Administrator shall mail the Notice Packet to the Class Members via first-class regular U.S. Mail using the most current mailing address information available within fourteen (14) calendar days after the receipt of the Class Data from Defendant.

- c. If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the NCOA Database and skip tracing to attempt to find the Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip trace or forwarded mail, will have their Response Deadline to postmark a request for exclusion from or objection to the Settlement extended by ten (10) calendar days from the original Response Deadline. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed packet.
- d. Class Members may dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. mail to the Settlement Administrator. To the extent a Class Member disputes the number of workweeks or pay periods with which he or she has been credited or the amount of his or her Individual Settlement Share or portion of the PAGA Payment, the Class Member must produce and submit evidence to the Settlement Administrator showing that such information is inaccurate. Class Members shall be permitted to submit copies of any evidence supporting workweek or pay period disputes – original versions will not be required. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence rebutting Defendant's records, the Parties will evaluate the

evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled. If the Parties cannot agree on a final decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled, the decision will be turned over to the Court. In this situation, the Court will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled.

- e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. However, the provision of a cure period will not extend the Response Deadline. If the Settlement Administrator does not receive a cured request for exclusion, postmarked on or before the last day of the cure period, the Class Member will be determined not to have excluded himself or herself from the Settlement and will be bound by the Settlement.
- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of requests for exclusion received.
- g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of the Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.



**3. Objections to Settlement.** The Notice Packet will provide that Class Members who wish to object to the Settlement must mail an Objection Form to the Settlement Administrator, postmarked no later than the Response Deadline. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (i.e., may not opt out of this Settlement). In the event a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. The date the objection is postmarked shall be the exclusive means for determining whether an objection was timely served.

**a. Format.** Objections should: (a) state the objecting Class Member's full name, address, telephone number, the case name and number of the Action, as well as the name and address of the objecting Class Member's counsel, if any; (b) describe, in clear and concise terms, the Class Member's reasons for objecting and the legal and factual arguments supporting the objection; (c) identify any evidence supporting the factual basis for the objection; (d) be signed by the objecting Class Member, his or her lawful representative, or his or her attorney, if any; and (e) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. An objection will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand that the Class Member objects to the Settlement or some term(s) of the Settlement. Objecting Class Members who choose to submit evidence supporting their objections may submit copies of such evidence – original versions will not be required.

**b. Appearance at Final Approval and Oral Objection.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through their own counsel, at the Class Member's own expense and orally object to the Settlement. Any attorney who will represent a Class Member objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendant no later than fifteen (15) calendar days before the Final Approval Hearing. Plaintiff, rather than objecting Class Members and/or their counsel, if any, will be responsible for filing timely objections with the Court.

**c.** A Class Member who objects to the Settlement will remain a member of the Settlement, i.e., a Participating Class Member, and if the Court finally approves the Settlement, the objecting Class

Member will be bound by the terms of the Settlement in the same way and to the same extent as those Participating Class Members who do not object.

- d. Plaintiff and Defendant will be permitted to respond in writing to such objections no later than seven (7) calendar days before the Final Approval Hearing. Plaintiff waives any right to object to the Settlement and hereby endorses the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.

4. **Request for Exclusion from the Settlement (“Opt Out”).** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail a request for exclusion to the Settlement Administrator. The request for exclusion should: (a) include the Class Member’s name and address, and the last four digits of the Class Member’s Social Security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be postmarked no later than the Response Deadline. A request for exclusion will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand the Class Member’s request.

- a. **Confirmation of Authenticity.** The date of the initial mailing of the Notice Packet and the date the signed request for exclusion is postmarked shall be conclusively determined according to the records of the Settlement Administrator. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely and valid executed request for exclusion will not participate in or be bound by the Settlement and Judgment, will not receive an Individual Settlement Share, and will not have any right to object, appeal, or comment thereon. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will be mailed an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

- b. **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets

returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

**c. Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any Eligible Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the claims enumerated in Section I (CC) above (“PAGA Released Claims”). An Eligible Aggrieved Employee who submits a timely and valid request for exclusion shall be deemed to have excluded himself or herself from the class portion of the Settlement only and will still be mailed a check for his or her portion of the PAGA Payment and shall release the PAGA Released Claims.

**5. Defendant’s Option to Revoke Settlement.** Defendant has the right to revoke the Settlement and shall have the option to terminate this Settlement if, after the Responsive Deadline, the number of Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all Class Members. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within five (5) calendar days after the Settlement Administrator provides information regarding opt outs that triggers this right to revoke and (b) pays all Settlement Administration Costs incurred up to the date or as result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

**6. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Final Approval Order or Judgment.

**7. Motion for Final Approval.**

**a.** Upon expiration of the Response Deadline, Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment).

- b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
  - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Notice of entry of Final Judgment will be served upon Class Members by the Settlement Administrator posting the Final Judgment on the settlement website.
- 8. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding. Notwithstanding the foregoing, Plaintiff or Class Counsel have the right to appeal from any refusal by the Court to award the Plaintiff's Class Representative Enhancement Payment, the Attorney Fee Award, and/or Cost Award.
- 9. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving

written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Shares or Eligible Aggrieved Employees' portions of the PAGA Payment.

**10. Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount, plus the employer side taxes on the Settlement attributed to wages. The Settlement Administrator shall keep Counsel for Defendant and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Counsel for Defendant and Class Counsel.

- a. **Funding the Settlement:** Within fourteen (14) court days of the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) into the QSF (as defined below). Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share and Defendant's employer side taxes. The Settlement Administrator will calculate Defendant's employer side taxes on the wage portion of the Settlement and notify Defendant within 5 court days of the Effective Final Settlement Date of the additional funds Defendant shall deposit to meet its employer side tax obligation.
- b. **Disbursement:** Within fourteen (14) court days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, the Administration Costs and tax payments. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment (\$3,750.00) to the LWDA for settlement of the PAGA claim.
- c. **Qualified Settlement Fund ("QSF"):** The Parties and Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence on the earliest date permitted as set forth in 26 C.F.R.

§ 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

**11. Uncashed Checks.** Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s), and pay the amount of the Individual Settlement Share(s) to the State of California's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee.

**12. Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

**13. Defendant's Legal Fees.** Defendant is responsible for paying for all Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

**K. Release of Class Claims.** Upon Defendant's fulfillment of its payment obligations under Section III (J)(10)(a) of this Agreement, Plaintiff and the other Participating Class Members will fully and finally release and discharge the Released Parties from the Released Class Claims.

**L. Effect of PAGA Settlement.** Upon Defendant's fulfillment of its payment obligations under Section III (J)(10)(a) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees are barred from pursuing any action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, against the Released Parties, based on or arising out of the alleged violations of Labor Code sections alleged in Plaintiff's PAGA notice to the LWDA and/or the Complaint, and occurring during the PAGA Period. They will release all PAGA Released Claims. As explained in Section III (J)(4)(c) of this Agreement, Eligible Aggrieved Employees may not opt out of the PAGA portion of the Settlement and will still be mailed checks for their portions of the PAGA Payment and shall still release the PAGA Released Claims regardless of the submission of a valid and timely request for exclusion.

**M. Plaintiff's Release of Claims and General Release.** Upon Defendant's fulfillment of its payment obligations under Section III (J)(10)(a) of this Agreement, in exchange for the Class Representative Enhancement Payment in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and in recognition of her work and efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for herself and any respective spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's respective employment with Defendant, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200, et seq. With respect to the General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its payment obligations under Section III (J)(10)(a) of this Agreement and Plaintiff's receipt of the Class Representative Enhancement Payment, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.**

**N. Miscellaneous Terms.**

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Case, or that but for the Settlement, a Class should be certified in the Case. This Agreement is entered into solely for the purpose

of compromising highly disputed claims. Nothing in this Agreement is intended as or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Case will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies or bonus programs. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.
3. **Publicity.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding Plaintiff's or the Class Member's claims or the Settlement Agreement on its website, and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiff and the Class Members and in any filings with the Court. This provision shall not impede Class Counsel's ability to discharge their fiduciary duties, including effectuating the terms of the Settlement.
4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or



contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

5. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
6. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
7. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
8. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
9. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
10. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

- 11. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- 15. Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 17. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed

against any Party on the basis that the Party was the drafter or participated in the drafting.

**18. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

8/26/2022

Dated: August \_\_, 2022

**PLAINTIFF HANNAH WILLIAMS**



Hannah Williams

Dated: August 31, 2022

**CEDAR CREEK INN, SJC, INC.**



Sally Cochran

Representative for Cedar Creek Inn SJC, Inc.

Dated: August 25, 2022

**ANDREA PARIS LAW, PC**



Andrea Paris, Esq.

*Attorneys for Plaintiff Hannah Williams, on behalf of herself and all others similarly situated*

Dated: August \_\_, 2022

**FISHER & PHILLIPS LLP**

Lizbeth Ochoa, Esq.

*Attorney for Defendant Cedar Creek Inn, SJC, Inc.*

against any Party on the basis that the Party was the drafter or participated in the drafting.

**18. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

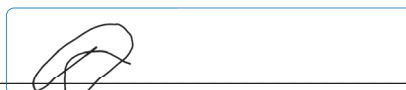
#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

8/26/2022

Dated: August \_\_, 2022

**PLAINTIFF HANNAH WILLIAMS**



Hannah Williams

Dated: August \_\_, 2022

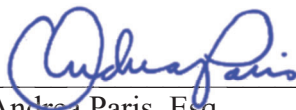
**CEDAR CREEK INN, SJC, INC.**

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Sally Cochran  
Representative for Cedar Creek Inn SJC, Inc.

Dated: August 25, 2022

**ANDREA PARIS LAW, PC**



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Andrea Paris, Esq.  
*Attorneys for Plaintiff Hannah Williams, on behalf of herself and all others similarly situated*

Dated: August 28, 2022

**FISHER & PHILLIPS LLP**



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Lizbeth Ochoa, Esq.  
*Attorney for Defendant Cedar Creek Inn, SJC, Inc.*

## eSignature Details

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<b>Signer ID:</b>	<b>wPCpoAWGwLikqWcDSaPHQ5aU</b>
Signed by:	Hannah Williams
Sent to email:	hanaew@gmail.com
IP Address:	67.80.108.184
Signed at:	Aug 26 2022, 4:58 am PDT