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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER
[CLASS-PAGA ACTION]**

<p>TROY FERRER, individually, and on behalf of all others similarly situated;</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>EASTER SEALS SOUTHERN CALIFORNIA, INC., a California corporation; and DOES 1 through 25, inclusive;</p> <p style="text-align: center;">Defendants</p>	<p>CASE: 30-2016-00842944-CU-OE-CXC CLASS-PAGA ACTION JUDGE: Hon. Lon F. Hurwitz DEPT: CX-103</p> <p>AMENDED CLASS-PAGA ACTION SETTLEMENT AGREEMENT</p> <p>Class Cert Hearing: 5-31-2024 Trial: 9-30-2024</p>
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1 This Amended Class-PAGA Action Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff TROY FERRER a/k/a TROY CANARY (“Plaintiff”) and Defendant EASTER
3 SEALS SOUTHERN CALIFORNIA, INC. (“ESSC”). The Agreement refers to Plaintiff and ESSC
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ESSC
7 captioned “*Troy Ferrer vs. Easter Seals Southern California, Inc., et al.*” filed in Superior Court of
8 the State of California, County of Orange (“OCSC”), Case No. 30-2016-00842944-CU-OE-CXC,
9 initiated on March 25, 2016, and pending in the OCSC’s Civil Complex Center.

10 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to
11 appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
14 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4. “PAGA Member” means a Class Member who worked for ESSC at any time during
17 the period of March 25, 2015 to March 31, 2023 (the “PAGA Period”).

18 1.5. “Class” means all non-exempt individuals who worked for ESSC in California as a Job
19 Coach, Life Coach, Life Skills Coach, Life Skills Coach I or 1, Life Skills Coach II or 2, and/or Life
20 Skills Coach Floater, during the Class Period.

21 1.6. “Class Counsel” means:

22 • Robert W. Skripko, Jr., of the Law Office of Robert W. Skripko, Jr. PC, 38
23 Corporate Park, Irvine, CA 92606. Tel: 949-476-2000; rwskipko@skripkolaw.com.

24 • Arash Alizadeh of Alizadeh Employees Law, Prof. Corp. 7545 Irving Center
25 Drive, Suite 200, Irvine CA 92618. Tel: (949) 606-2845; aalizadeh@lawyerforemployees.com

26 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
27 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
28 expenses, respectively, incurred to prosecute the Action.

1 1.8. "Class Data" means Class Member identifying information in ESSC's possession
2 including each Class Member's name, Social Security number, employee identification number, and
3 last-known mailing address, telephone number, email address, and number of Workweeks worked by
4 the Class Member during the Class Period.

5 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, either
6 as a Participating Class Member or PAGA Member.

7 1.10. "Class Member Address Search" means the Administrator's investigation and search
8 for current Class Member mailing addresses using all reasonably available sources, methods and
9 means including, but not limited to, the National Change of Address database, skip traces, and direct
10 contact by the Administrator with Class Members.

11 1.11. "Class Notice" means the Court approved Notice Of Class Action Settlement And
12 Hearing Date For Final Court Approval, to be mailed to Class Members in English, in the form,
13 without material variation, attached as Exhibit "A" and incorporated by reference into this
14 Agreement.

15 1.12. "Class Period" means the period from March 25, 2012, to March 31, 2023.

16 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the
17 Action seeking Court approval to serve as a Class Representative.

18 1.14. "Class Representative Service Award" means the payment to the Class Representative
19 for initiating the Action and providing services in support of the Action.

20 1.15. "Court" means the Superior Court of California, County of Orange.

21 1.16. "ESSC" means named Defendant Easter Seals Southern California, Inc.

22 1.17. "Defense Counsel" means Pavneet Singh Mac and Drew R. Hansen of the law firm
23 Nossaman LLP, 18101 Von Karman Avenue, Suite 1800, Irvine, CA 92612; Tel: 949-833-7800;
24 dhansen@nossaman.com, pmac@nossaman.com.

25 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the
26 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
27 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
28 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or

1 more Participating Class Members objects to the Settlement, the day after the deadline for filing a
2 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
3 appellate court affirms the Judgment and issues a remittitur.

4 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
6 Approval of the Settlement.

7 1.21. “Final Judgment” means the Judgment entered by the Court upon Granting Final
8 Approval of the Settlement.

9 1.22. “Gross Settlement Amount” means three million thirty-five thousand dollars and no
10 cents (\$3,035,000.00), which is the total amount ESSC agrees to pay under the Settlement except as
11 provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class
12 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, ESSC’s payroll tax obligations for the Wage Portion of
14 Individual Class Payments, Class Representative Service Award, Plaintiff’s General Release and
15 Civil Code §1542 Waiver Payment, and the Administrator’s Expenses.

16 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of
17 the Net Settlement Amount calculated according to the number of Workweeks worked by the Class
18 Member during the Class Period.

19 1.24. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the
20 PAGA Payment calculated according to the number of PAGA Pay Periods worked by the PAGA
21 Member during the PAGA Period.

22 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval
23 of this Class-PAGA Settlement.

24 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
25 agency entitled, under Labor Code section 2699, subd.(i).

26 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA
27 under Labor Code section 2699, subd.(i).

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1 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Award, Plaintiff’s General Release and Civil Code § 1542
4 Waiver Payment, Class Counsel Fees Payment, ESSC’s payroll tax obligations for the Wage Portion
5 of Individual Class Payments, Class Counsel Litigation Expenses Payment, and the Administration
6 Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class
7 Payments.

8 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.30. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

11 1.31. “PAGA Data” means PAGA Members’ information in ESSC’s possession concerning
12 the number of PAGA Pay Periods worked by the PAGA Member during the PAGA Period.

13 1.32 “PAGA Member” means each Class Member who worked for ESSC during the PAGA
14 Period.

15 1.33. “PAGA Notice” means Plaintiff’s March 26, 2016 letter to ESSC and the LWDA
16 ESSC providing notice pursuant to Labor Code section 2699.3, subd.(a), a copy of which is attached
17 hereto as Exhibit “A”.

18 1.34. “PAGA Payment” means the total amount of fifty-five thousand dollars (\$55,000) in
19 alleged PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the
20 PAGA Members (\$13,750) and the 75% to LWDA (\$41,250) in settlement of PAGA claims.

21 1.35. “PAGA Pay Period” means any pay period during which a PAGA Member worked for
22 ESSC for at least one day during the PAGA Period.

23 1.36. “PAGA Period” means the period from March 26, 2015, to March 31, 2023.

24 1.37. “Participating Class Member” means a Class Member who does not submit a valid
25 timely Request for Exclusion from the Settlement.

26 1.38. “Plaintiff” means TROY FERRER a/k/a TROY CANARY, the named plaintiff in the
27 Action.

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1 1.39. “Plaintiff’s General Release and Civil Code §1542 Waiver Payment” means the sums
2 paid by ESSC in consideration of Plaintiff’s issuance of a general release and waiver of Civil Code §
3 1542 as to ESSC.

4 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
5 the Settlement.

6 1.41. "Preliminary Approval Order" means the Court approved Order Granting Preliminary
7 Approval and Approval of PAGA Settlement, in the form, without material variation, attached as
8 Exhibit “C” and incorporated by reference into this Agreement.

9 1.42. “Released Class Claims” means the claims being released as described in Paragraph
10 5.2 below.

11 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph
12 5.3 below.

13 1.44. “Released Parties” means ESSC and each of its former and present directors, officers,
14 shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

15 1.45. “Request for Exclusion” means a Class Member’s submission of the written Request
16 for Exclusion Form, filled out and signed by the Class Member, to be excluded from the Class
17 Settlement.

18 1.46. “Request for Exclusion Form” means the Court approved Request for Exclusion form,
19 to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit
20 “B” and incorporated by reference into this Agreement.

21 1.47. "Response Deadline" means sixty (60) days after the Administrator mails Notice to
22 Class Members and PAGA Members and shall be the last date on which Class Members may: (a)
23 mail their Request for Exclusion from the Settlement, or (b) mail his or her Objection to the
24 Settlement. Class Members to whom Notice Packets are resent after having been returned
25 undeliverable to the Administrator shall have an additional 45 days beyond the Response Deadline
26 has expired.

27 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the
28 entry of Judgment thereon.

1 1.49. “Workweek” means any seven consecutive day period during which a Class Member
2 worked for ESSC for at least one day during the Class Period.

3 **2. RECITALS.**

4 2.1. On March 25, 2016, Plaintiff commenced this Action by filing a Complaint alleging
5 causes of action against ESSC for: 1. Failure to Pay All Earned Wages; 2. Failure to Pay All Earned
6 Wages Upon Termination; 3. Failure to Provide Lawful Wage Statements; 4. Failure to Permit Paid,
7 10 Minute Rest Periods; 5. Failure to Provide 30 Minute Meal Periods; and 6. Unfair Business
8 Practices.

9 On June 15, 2016, Plaintiff filed a First Amended Complaint which advanced a single
10 additional cause of action pursuant to the Labor Code §2699 Private Attorney General Act (“PAGA”)
11 predicated on the identical causes of action.

12 On December 13, 2017, Plaintiff filed a Second Amended Complaint: (1) to redefine the Class
13 and Sub-Classes to enhance their ascertainability; (2) streamline the prayer for relief; and (3) modify
14 the causes of action to comport with existing law.

15 On March 12, 2019, Plaintiff filed a Third Amended Complaint which identified the job
16 description of “Life Coach” (aka Life Skills Coach). The Third Amended Complaint is the operative
17 complaint in the Action (the “Operative Complaint”).

18 ESSC denies the allegations in the Operative Complaint, denies any failure to comply with the
19 laws identified in the Operative Complaint, and denies any and all liability for the causes of action
20 alleged therein.

21 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
22 to ESSC and the LWDA by sending the PAGA Notice.

23 2.3. On July 8, 2022, the Parties participated in an all-day mediation presided over by
24 Steven Pearl, which eventually led to this Agreement to settle the Action.

25 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, policy
26 manuals, business records, financial records, time and payroll records, witness statements and expert
27 reports. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
28 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*

1 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2 2.5. The Court has not granted class certification. Plaintiff’s deadline for filing a Motion
3 for Class Certification is currently set for February 16, 2024.

4 2.6. The Parties, Class Counsel, and Defense Counsel represent that as of April 17, 2023,
5 only the matter of *Michael Garcia v. Easter Seals Southern California, Inc.* (Los Angeles Case No.
6 23STCV04440), filed on March 1, 2023, asserts claims that will be extinguished or affected by the
7 Settlement.

8 **3. MONETARY TERMS.**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ESSC
10 promises to pay three million thirty-five thousand dollars (\$3,035,000.00) and no more as the Gross
11 Settlement Amount (e.g., inclusive of all employer payroll taxes owed on the Wage Portions of the
12 Individual Class Payments). ESSC has no obligation to pay the Gross Settlement Amount prior to the
13 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
14 Settlement Amount without asking or requiring Participating Class Members or PAGA Members to
15 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
16 ESSC.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
18 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
19 Court in the Final Approval:

20 3.2.1. To Plaintiff: Class Representative Service Award to the Class Representative
21 of not more than ten thousand dollars (\$10,000), in addition to any Individual Class Payment, any
22 Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class
23 Member, as well as the remittance of five thousand dollars (\$5,000) in consideration of Plaintiff’s
24 issuance of a general release and waiver of Civil Code §1542 as to ESSC as set forth in Sections 5.1
25 and its subparts. ESSC will not oppose Plaintiff’s request for a Class Representative Service Award
26 and General Release and Civil Code §1542 Waiver Payment that do not exceed those amounts. As
27 part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff
28 will seek Court approval for any Class Representative Service Award and General Release and Civil

1 Code §1542 Waiver Payment no later than 16 court days prior to the Final Approval Hearing. If the
2 Court approves a Class Representative Service Award and/or General Release and Civil Code §1542
3 Waiver Payment in amount less than requested, the Administrator will retain the remainder in the Net
4 Settlement Amount. The Administrator will pay the Class Representative Service Award, and
5 Plaintiff General Release-Civil Code §1542 Waiver Payment, using IRS Form 1099. Plaintiff
6 assumes full responsibility and liability for employee taxes owed on the Class Representative Service
7 Award and Plaintiff General Release-Civil Code §1542 Waiver Payment.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
9 percent (35%) of the Gross Settlement Amount which is currently estimated to total one million sixty-
10 two thousand two hundred-fifty dollars (\$1,062,250). The Class Counsel Fees Payment shall be
11 allocated as follows: forty percent (40%) each to the Law Office of Robert W. Skripko, Jr., PC and
12 Alizadeh Employees Law, Prof. Corp., and twenty percent (20%) to former Plaintiff and putative
13 Class Counsel, Peter Beck, of the law office of Peter Beck, PC. In addition to the Class Counsel Fees
14 Payment, a Class Counsel Litigation Expenses Payment of not more than thirty thousand dollars
15 (\$30,000). ESSC will not oppose requests for these payments provided they do not exceed these
16 amounts. Plaintiff and/or Class Counsel will seek approval of the Class Counsel Fees Payment and
17 Class Litigation Expenses Payment concurrently with approval of the Settlement, no later than 16
18 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
19 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
20 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have
21 no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion
22 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
23 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using
24 one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed
25 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
26 ESSC harmless and indemnifies ESSC, from any dispute or controversy regarding any division or
27 sharing of any of these Payments.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$25,000, except for a showing of good cause and as approved by the Court. To the extent the
3 Administration Expenses are less or the Court approves payment less than \$25,000, the Administrator
4 will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
7 Participating Class Members during the Class Period and (b) multiplying the result by each
8 Participating Class Member’s individual Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments: Twenty percent
10 (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement
11 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be
12 reported on an IRS Form W-2. Class Members shall not be responsible for ESSC’s portion of payroll
13 taxes. ESSC’s payroll taxes will not be deducted from the Net Settlement Amount. Instead, ESSC’s
14 portion of payroll taxes will be deducted from the Gross Settlement Amount. Eighty percent (80%) of
15 each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims
16 for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage
17 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
18 responsibility and liability for any employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
20 Individual Class Payments. Non-Participating Class Members will not receive any Individual Class
21 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net
22 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and PAGA Members: PAGA Payment in the amount of \$55,000
24 to be paid from the Gross Settlement Amount, with 75% (\$41,250) allocated to the LWDA PAGA
25 Payment and 25% (\$13,750) allocated to the Individual PAGA Payments.

26 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
27 by (a) dividing the amount of the PAGA Members’ 25% share of the PAGA Payment by the total
28 number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b)

1 multiplying the result by each PAGA Member’s individual PAGA Pay Periods. PAGA Members
2 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3 3.2.5.2. If the Court approves a PAGA Payment of less than the amount
4 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
5 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6 **4. SETTLEMENT FUNDING AND PAYMENTS.**

7 4.1. Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to
8 date, ESSC estimates there are 1,857 Class Members who collectively worked a total of 339,843
9 Workweeks during the Class Period, and 1,490 PAGA Members who worked a total of 126,629
10 PAGA Pay Periods during the PAGA Period.

11 4.2. Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
12 the Settlement, ESSC will simultaneously deliver the Class Data and PAGA Data to the
13 Administrator, in the form of a Microsoft Excel spreadsheet. To protect the Class Members and
14 PAGA Members’ respective privacy rights, the Administrator must maintain the Class Data and
15 PAGA Data in confidence, use the Class Data and PAGA Data only for purposes of this Settlement
16 and for no other purpose, and restrict access to the Class Data and PAGA Data to Administrator’s
17 employees who need access to the Class Data and PAGA Data to effect and perform under this
18 Agreement. ESSC has a continuing duty to immediately notify Class Counsel if it discovers that the
19 Class Data and/or PAGA Data omitted identifying information for a Class Member and/or PAGA
20 Member and to provide corrected or updated Class Data and/or PAGA Data, as soon as reasonably
21 feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct
22 or otherwise resolve any issues related to missing or omitted Class Data and/or PAGA Data.

23 4.3. Funding of Gross Settlement Amount. ESSC shall fully fund the Gross Settlement
24 Amount by transmitting the funds to the Administrator no later than ten (10) days after the Effective
25 Date.

26 4.4. Payments from the Gross Settlement Amount. Within ten (10) days after ESSC funds
27 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
28 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,

1 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class
2 Representative Service Award, and Plaintiff's General Release – Civil Code §1542 Waiver Payment.
3 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
4 the Class Representative Service Award, and Plaintiff's General Release – Civil Code §1542 Waiver
5 Payment, shall not precede disbursement of Individual Class Payments and Individual PAGA
6 Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
9 prepaid. The face of each check shall prominently state the date (not less than 180 days after the date
10 of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by
11 the void date. The Administrator will send checks for Individual Settlement Payments to all
12 Participating Class Members (including those for whom Class Notice was returned undelivered). The
13 Administrator will send checks for Individual PAGA Payments to all PAGA Members including
14 Non-Participating Class Members who qualify as PAGA Members (including those for whom Class
15 Notice was returned undelivered). The Administrator may send Participating Class Members a single
16 check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing
17 any checks, the Settlement Administrator must update the recipients' mailing addresses using the
18 National Change of Address Database.

19 4.4.2. The Administrator must conduct a Class Member Address Search for all other
20 Class Members whose checks are returned undelivered without USPS forwarding address. Within 7
21 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding
22 address provided or to an address ascertained through the Class Member Address Search. The
23 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks
24 are returned as undelivered. The Administrator shall promptly send a replacement check to any Class
25 Member whose original check was lost or misplaced, as requested by the Class Member prior to the
26 void date.

27 4.4.3. Within 210 days after the Administrator's issuance of the Individual Class
28 Payment and/or Individual PAGA Payment, for any Class Member whose Individual Class Payment

1 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
2 Administrator shall transmit the funds represented by such checks to the California Controller's
3 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
4 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
6 shall not obligate ESSC to confer any additional benefits or make any additional payments to Class
7 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

8 **5. RELEASES OF CLAIMS.** Upon issuance of the Individual Class Payments,
9 Individual PAGA Payments, Class Representative Service Award, Plaintiff's General Release and
10 Civil Code § 1542 Waiver Payment, attorneys' fees and costs, by the Administrator, Plaintiff, Class
11 Members, and Class Counsel will release claims against all Released Parties as follows:

12 5.1. Plaintiff's Release. In consideration of ESSC's remittance of the sum of five thousand
13 dollars (\$5,000) to Plaintiff, Plaintiff and his respective former and present spouses, representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
15 Released Parties from all claims, transactions, or occurrences alleged in the Action, that occurred
16 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
17 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
18 that were, or reasonably could have been, alleged based on facts contained in the Operative
19 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.3, below].

20 5.1.1. "Plaintiff's General Release – Civil Code §1542 Waiver." Plaintiff's Release
21 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation
23 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
24 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
25 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
26 shall be and remain effective in all respects, notwithstanding such different or additional facts or
27 Plaintiff's discovery of them.

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1 5.1.2. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
3 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

7 5.2. Release by Participating Class Members: Upon issuance of the Individual Class
8 Payments by the Administrator, all Participating Class Members, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns, release Released Parties from: (i) all claims that were alleged, or reasonably could have been
11 alleged, based on the Class Period facts stated in the Operative Complaint (“Released Class Claims”).
12 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any
13 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability, social security, workers’
15 compensation, or claims based on facts occurring outside the Class Period.

16 5.3. Release by PAGA Members: Upon issuance of the Individual PAGA Payments by the
17 Administrator, all PAGA Members are deemed to release, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
19 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
20 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the
21 PAGA Notice. (“Released PAGA Claims”).

22 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to undertake all
23 reasonable steps and efforts to prepare and file a motion for preliminary approval (“Motion for
24 Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.
25 ESSC agrees to provide all such further information and/or documentation as reasonably requested by
26 Class Counsel in connection with the preparation and filing of the Motion for Preliminary Approval.

27 6.1. ESSC’s Declaration in Support of Preliminary Approval. ESSC will prepare and
28 deliver to Class Counsel a signed Declaration from both ESSC and Defense Counsel disclosing all

1 facts relevant to any actual or potential conflicts of interest with the Administrator. Further, in their
2 respective Declarations, Defense Counsel and ESSC shall aver that as of April 17, 2023, they are only
3 aware of the matter *Michael Garcia v. Easter Seals Southern California, Inc.* (Los Angeles Case No.
4 23STCV04440), filed on March 1, 2023, that will be extinguished or affected by the Settlement.
5 ESSC and Defense Counsel shall continue to update the list of claims that may be extinguished or
6 affected by the Settlement and revise their respective Declarations accordingly.

7 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
9 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
10 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
11 Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval
12 of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the
13 Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its
14 willingness to serve, competency, operative procedures for protecting the security of Class Data and
15 PAGA Data, amounts of insurance coverage for any data breach and defalcation of funds or other
16 misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members
17 and/or PAGA Members, and the nature and extent of any financial relationship with Plaintiff, Class
18 Counsel or Defense Counsel; (v) a signed declaration relevant to any actual or potential conflicts of
19 interest with Class Members, PAGA Members, and/or the Administrator; (vi) a signed declaration
20 from each Class Counsel firm attesting to its competency to represent the Class Members and PAGA
21 Members, Class Counsel's transmission to the LWDA of all necessary PAGA documents, and this
22 Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or
23 potential conflict of interest with Class Members, PAGA Members, and/or the Administrator. In their
24 respective Declarations, Plaintiff and Class Counsel shall aver that as of April 17, 2023, they are only
25 aware of the matter *Michael Garcia v. Easter Seals Southern California, Inc.* (Los Angeles Case No.
26 23STCV04440), filed on March 1, 2023, that will be extinguished or adversely affected by the
27 Settlement. Plaintiff and Class Counsel shall continue to update the list of claims that may be
28 extinguished or affected by the Settlement and revise their respective Declarations accordingly.

1 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than
3 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
4 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
5 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the
6 Administrator.

7 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
9 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
10 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
11 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
13 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s
14 concerns.

15 **7. SETTLEMENT ADMINISTRATION.**

16 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve
17 as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be
18 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
19 exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
20 have no interest or relationship, financial or otherwise, with the Administrator other than a
21 professional relationship arising out of prior experiences administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
24 reports to state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
27 section 468B-1.

28 ///

1 7.4. Notice to Class Members.

2 7.4.1. No later than three (3) days after receipt of the Class Data and PAGA Data
3 from ESSC, the Administrator shall notify Class Counsel that the list has been received and confirm
4 the number of Class Members, PAGA Members, Workweeks in the Class Period, Pay Periods in the
5 PAGA Period, as identified in the Class Data and PAGA Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the
8 Class Data, and PAGA Members in the PAGA Data, via first-class United States Postal Service
9 (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit “A”.
10 The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
11 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
12 Workweeks worked by the Class Member in the Class Period, and PAGA Pay Periods worked by the
13 PAGA Member in the PAGA Period (if applicable) used to calculate these amounts. Before mailing
14 Class Notices, the Administrator shall update Class Member addresses using the National Change of
15 Address database.

16 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
18 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
19 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
20 most current address obtained. The Administrator has no obligation to make further attempts to locate
21 or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, challenges to
23 Workweeks and/or Pay Periods, and Requests for Exclusion, will be extended an additional 45 days
24 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed
26 Class Notice.

27 7.4.5. If the Administrator, ESSC or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data and should have

1 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and
2 in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree,
3 such persons will be Class Members entitled to the same rights as other Class Members, and the
4 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise
5 options under this Agreement no later than 45 days after receipt of Class Notice.

6 7.5. Requests for Exclusion (Opt-Outs).

7 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email, or mail, the Request for Exclusion Form not
9 later than 60 days after the Administrator mails the Class Notice (plus an additional 45 days for Class
10 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
11 or his/her representative that reasonably communicates the Class Member's election to be excluded
12 from the Settlement and includes the Class Member's name, address and email address or telephone
13 number. Absent good cause found by the Court, to be valid, a Request for Exclusion must be timely
14 faxed, emailed, or postmarked by the Response Deadline.

15 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
16 fails to contain all the information specified in the Class Notice. The Administrator shall accept any
17 Request for Exclusion as valid if the Administrator can reasonably ascertain and confirm the identity
18 of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator
19 has reason to question the authenticity of a Request for Exclusion, the Administrator may demand
20 additional proof of the Class Member's identity. Should the Administrator determine that a Request
21 for Exclusion is invalid in any way (e.g., including if the Request for Exclusion is inauthentic), within
22 14 days of the Administrator notifying the Class Member of its determination, the Class Member may
23 submit their Request for Exclusion, along with any supporting documentation, to the Court. The
24 Court's determination regarding the validity of the Request for Exclusion shall be final and not
25 appealable or otherwise susceptible to challenge.

26 7.5.3. Absent good cause found by the Court, every Class Member who does not
27 submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under
28 this Agreement, and entitled to all benefits and bound by all terms and conditions of the Settlement,

1 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
2 regardless of whether the Participating Class Member actually receives the Class Notice or objects to
3 the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
5 a Non-Participating Class Member and shall not receive an Individual Class Payment or have the
6 right to object to the class action components of the Settlement. Because future PAGA claims are
7 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are
8 PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and
9 remain eligible for an Individual PAGA Payment.

10 7.6. Challenges to Calculation of Workweeks. Absent good cause found by the Court, each
11 Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional
12 45 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
13 Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
14 The Class Member may challenge the allocation by communicating with the Administrator via fax,
15 email or mail. The Administrator must encourage the challenging Class Member to submit supporting
16 documentation. In the absence of any contrary documentation, the Administrator is entitled to
17 presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so
18 long as they are consistent with the Class Data and PAGA Data. Absent good cause found by the
19 Court, the Administrator's determination of each Class Member's allocation of Workweeks and/or
20 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
21 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to
22 Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

23 7.7 Objections to Settlement.

24 7.7.1 Only Participating Class Members may object to the class action components
25 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
27 the Class Representative Service Award, Plaintiff's General Release and Civil Code § 1542 Waiver
28 Payment, and/or the Administration Expense Payment.

1 7.7.2 Participating Class Members may send written objections to the Administrator,
2 by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good
4 cause found the Court, a Participating Class Member who elects to send a written objection to the
5 Administrator must do so not later than 60 days after the Administrator’s mailing of the Class Notice
6 (plus an additional 45 days for Class Members whose Class Notice was re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the class
8 action components of the Settlement.

9 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
10 be performed or observed by the Administrator contained in this Agreement or otherwise.

11 7.9. Website, Email Address and Toll-Free Number. Within thirty (30) calendar days after
12 the Administrator mails the Class Notice to the Class Members and PAGA Members, Class Counsel
13 shall render the internet website (eastersealslawsuit.com) no longer accessible by the general public.
14 The Administrator shall maintain a website dedicated to this Class-PAGA Action and monitor an
15 email address and a toll-free telephone number to receive Class Member calls, faxes, and emails, at
16 all times during its administration of the Settlement. The Administrator shall post the Operative
17 Complaint, Settlement Agreement, Class Notice, and Orders for Preliminary Approval and Final
18 Approval on its website for the entire duration of its administration of this Action.

19 7.10. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review, on a rolling basis, Requests for Exclusion, to ascertain their validity. Not later than
21 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator
22 shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other
23 identifying information of Class Members who have timely submitted valid Requests for Exclusion
24 Forms (“Exclusion List”); (b) the names and other identifying information of Class Members who
25 have submitted invalid Requests for Exclusion Forms; (c) copies of all Requests for Exclusion Forms
26 submitted (whether valid or invalid).

27 7.11. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
28 Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices

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

7 7.12. Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all Class Member
9 challenges over the calculation of Workweeks and/or Pay Periods. Absent good cause found by the
10 Court, the Administrator’s decision shall be final and not appealable or otherwise susceptible to
11 challenge.

12 7.13. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff
13 is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to
14 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
15 due diligence and compliance with all of its obligations under this Agreement, including, but not
16 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
17 Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion Forms it
18 received (both valid or invalid), the number of written objections and attach the Exclusion List, the
19 estimated high, low and average Individual Class Payments and Individual PAGA Payments, as well
20 as the aggregate amount of the Net Settlement Funds claimed by the Participating Class Members.
21 Moreover, the declaration shall authenticate and produce an invoice of administration fees and
22 expenses. The Administrator will supplement its declaration as needed or requested by the Parties
23 and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

24 7.14. Reporting by Administrator. Within 10 days after the Administrator disburses all funds
25 in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel
26 with a final report detailing its disbursements by employee identification number only of all payments
27 made under this Agreement.

28 7.14.1. Final Reporting by Administrator: On or before two hundred forty days from

1 disbursement of the Gross Settlement Amount, the Administrator will prepare, and submit to Class
2 Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its
3 disbursement of all payments required under this Agreement, as well as the transmittal of the
4 proceeds from Individual Class Payment checks or Individual PAGA Payment checks which remain
5 uncashed and cancelled after the void date, to the California Controller's Unclaimed Property Fund in
6 the name of the Class Member. Class Counsel is responsible for filing the Administrator's declaration
7 in Court.

8 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records,
9 ESSC estimates that, as of the date of this Settlement Agreement: (1) there are 1,857 Class Members
10 and 339,843 Total Workweeks worked by the Class Members during the Class period; and (2) there
11 are 1,490 PAGA Members who worked 126,629 PAGA Pay Periods during the PAGA Period. In the
12 event the actual total number of Class Members during the Class Period exceeds by more than five
13 percent (5%), or by at least 93 Class Members, then the Net Settlement Amount (defined in paragraph
14 1.28 above) for distribution to the Class Members shall be increased in equal proportion. For
15 example, if the actual number of Class Members during the Class Period totals 2,012 (i.e., 8.35%
16 higher than the estimate of 1,857), Defendant shall increase the Net Settlement Amount by 8.35%.

17 **9. ESSC'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
18 identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, ESSC
19 may elect to, but is not obligated to, withdraw from the Settlement. The Parties agree that, if ESSC
20 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
21 Party will have any further obligation to perform under this Agreement; provided, however, ESSC
22 will remain responsible for paying all Settlement Administration Expenses incurred to that point.
23 ESSC must serve written Notice to Class Counsel and file said Notice with the Court of its election to
24 withdraw no later than seven days after the Administrator sends the final Exclusion List to Defense
25 Counsel - late elections will have no effect.

26 **10. TOLLING OF C.C.P. §583.310.** The Parties agree that the five-year statute period to
27 bring the action to trial, codified in C.C.P. § 583.310, shall remain tolled from the date this
28 Agreement is fully executed. Further, in the event that ESSC elects to withdraw from the Settlement,

1 the five-year statutory period to bring this Action to Trial shall be extended to a date that no less than
2 18 months after the date that ESSC’s withdrawal Notice is filed with the Court.

3 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the Date
4 ordered by the Court for the Final Approval Hearing, Plaintiff will file in Court, a motion for final
5 approval of the Settlement that includes a request for approval of the PAGA settlement under Labor
6 Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively
7 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel
8 no later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense
9 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
10 any disagreements concerning the Motion for Final Approval.

11 **12. RESPONSE TO OBJECTIONS.** Each Party retains the right to respond to any
12 objection raised by a Participating Class Member, including the right to file responsive documents in
13 Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 **13. DUTY TO COOPERATE.** If the Court does not grant Final Approval or conditions
16 Final Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good faith to
18 address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The
19 Court’s decision to award less than the amounts requested for the Class Representative Service
20 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
21 Administrator Expenses Payment shall not constitute a material modification to the Agreement within
22 the meaning of this paragraph.

23 **14. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that,
24 pursuant to California law, including, but not limited to C.C.P. §664.6, after entry of Judgment, the
25 Court will retain jurisdiction over the Parties, Action, and the Settlement for purposes of: (i)
26 enforcing this Agreement and/or Judgment; (ii) addressing settlement administration matters; and (iii)
27 addressing such post-Judgment matters as are permitted by law.

28 **15. WAIVER OF RIGHT TO APPEAL.** Provided the Judgment is consistent with the

1 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
2 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
3 respective counsel, and, absent good cause found by the Court, all Participating Class Members who
4 did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the
5 Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to
6 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does
7 not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals
8 the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such
9 time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not
10 affect the amount of the Net Settlement Amount.

11 15.1. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
12 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
13 modification of this Agreement (including, but not limited to, the scope of release to be granted by
14 Class Members and PAGA Members), this Agreement shall be null and void. The Parties shall
15 nevertheless expeditiously work together in good faith to address the appellate court's concerns and
16 to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
17 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
18 reverse, or modify the Court's award of the Class Representative Service Award or any payments to
19 Class Counsel shall not constitute a material modification of the Judgment within the meaning of this
20 paragraph, so long as the Gross Settlement Amount remains unchanged.

21 **16. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
22 Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended
23 judgment.

24 **17. ADDITIONAL PROVISIONS.**

25 17.1. No Admission of Liability, Class Certification or Representative Manageability for
26 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
27 Nothing in this Agreement is intended or should be construed as an admission by ESSC that any of
28 the allegations in the Operative Complaint have merit or that ESSC has any liability for any claims

1 asserted; nor should it be intended or construed as an admission by Plaintiff that ESSC's defenses in
2 the Action have merit. The Parties agree that class certification and representative treatment is for
3 purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval,
4 Final Approval or enter Judgment, ESSC reserves the right to contest certification of any class for any
5 reasons, and ESSC reserves all available defenses to the claims in the Action, and Plaintiff reserves
6 the right to move for class certification on any grounds available and to contest ESSC's defenses. The
7 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and
8 will not be admissible in connection with, any litigation (except for proceedings to enforce or
9 effectuate the Settlement and this Agreement).

10 17.2. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
12 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
13 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
14 Class Members.

15 17.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties relating to
17 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
18 made to or by any Party.

19 17.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and ESSC, respectively, to take all appropriate action
21 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,
22 and to execute any other documents reasonably required to effectuate the terms of this Agreement
23 including any amendments to this Agreement.

24 17.5. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
27 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
28 document necessary to implement the Settlement, or on any modification of the Agreement that may

1 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
2 and/or the Court for resolution.

3 17.6. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
5 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
6 released and discharged by the Party in this Settlement.

7 17.7. No Tax Advice. Neither Plaintiff, Class Counsel, ESSC, nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
10 10, as amended) or otherwise.

11 17.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed by all Parties or their
13 representatives, and approved by the Court.

14 17.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
15 the benefit of, the successors of each of the Parties.

16 17.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without regard to
18 conflict of law principles.

19 17.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
21 was the drafter or participated in the drafting.

22 17.12. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
23 Evid. Code §1152, and all copies and summaries of the Class Data and PAGA Data provided to Class
24 Counsel by ESSC in connection with the mediation, other settlement negotiations, or in connection
25 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
26 not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
27 later than 90 days after the date when the Court discharges the Administrator's obligation to provide a
28 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and

1 electronic versions of Class Data and/or PAGA Data received from ESSC unless, prior to the Court’s
2 discharge of the Administrator’s obligation, ESSC makes a written request to Class Counsel for the
3 return, rather than the destruction, of Class Data and/or PAGA Data.

4 17.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this Agreement.

6 17.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
7 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
8 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9 17.15. Notice. All notices, demands or other communications between the Parties in
10 connection with this Agreement will be in writing and deemed to have been duly given as of the fifth
11 business day after mailing by First Class United States mail, or two business day sent by email or
12 messenger, addressed as follows:

13 **To Plaintiff:**

14 LAW OFFICE OF ROBERT W. SKRIPKO, JR., PC
15 Robert W. Skripko, Jr.: SBN 151226
16 rwskipko@skripkolaw.com
17 38 Corporate Park
18 Irvine, CA 92606
19 Tel: (949) 476-2000 | Fax: (949) 476-2007

18 ALIZADEH EMPLOYEES LAW, PROF. CORP.
19 Arash N. Alizadeh: SBN 302290
20 aalizadeh@lawyerforemployees.com
21 7545 Irvine Center Drive, Suite 200
22 Irvine, CA 92618
23 Tel: (949) 606-2845 | Fax: (949) 264-9345

22 **To ESSC:**

23 NOSSAMAN LLP
24 Drew R. Hansen: SBN 218382
25 dhansen@nossaman.com
26 Pavneet Singh Mac: SBN 303971
27 pmac@nossaman.com
28 18101 Von Karman Avenue, Suite 1800
Irvine, CA 92612
Tel: 949-833-7800 | Fax: 949-833-7878

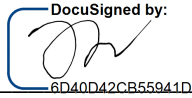
17.16. Execution in Counterparts. This Agreement may be executed in one or more

1 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
2 Agreement shall be accepted as an original. All executed counterparts and each of them will be
3 deemed to be one and the same instrument if counsel for the Parties will exchange between
4 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the
5 existence and contents of this Agreement.

6 17.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
7 litigation shall be stayed, except to effectuate the terms of this Agreement.

8 **TROY FERRER**

**EASTER SEALS
SOUTHERN CALIFORNIA, INC.**

9
10  DocuSigned by:
6D40D42CB55941D

11 _____
12 TROY FERRER
13 Plaintiff and proposed Class Representative
14 Date: May 14, 2024

Print Name: _____


Print Title/Position: _____

Date: _____

14 **APPROVED AS TO FORM AND CONTENT:**

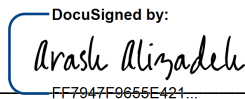
15 **LAW OFFICE OF
16 ROBERT W. SKRIPKO, JR., PC**

NOSSAMAN LLP

17 
18 _____
19 ROBERT W. SKRIPKO, JR.
20 Counsel for Plaintiff and proposed
21 Class Representative, Troy Ferrer
22 Date: May 14, 2023

DREW R. HANSEN
PAVNEET SINGH MAC
Counsel for Defendant,
Easter Seals Southern California, Inc.
Date: _____

22 **ALIZADEH EMPLOYEES LAW, PC**

23  DocuSigned by:
Arash Alizadeh
FF7947F9655E421...

24 _____
25 ARASH ALIZADEH
26 Counsel for Plaintiff and proposed
27 Class Representative, Troy Ferrer
28 Date: May 14, 2024


1 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
2 Agreement shall be accepted as an original. All executed counterparts and each of them will be
3 deemed to be one and the same instrument if counsel for the Parties will exchange between
4 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the
5 existence and contents of this Agreement.

6 17.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
7 litigation shall be stayed, except to effectuate the terms of this Agreement.

8 **TROY FERRER**

**EASTER SEALS
SOUTHERN CALIFORNIA, INC.**

9
10
11 _____
12 TROY FERRER
13 Plaintiff and proposed Class Representative
14 Date: _____


DocuSigned by:

B02509E60D0F4BC...
Print Name: Debbie Nix
Print Title/Position: Chief People Officer
Date: 5/14/2024

14 **APPROVED AS TO FORM AND CONTENT:**

15 **LAW OFFICE OF
16 ROBERT W. SKRIPKO, JR., PC**

NOSSAMAN LLP

17
18 _____
19 ROBERT W. SKRIPKO, JR.
20 Counsel for Plaintiff and proposed
21 Class Representative, Troy Ferrer
22 Date: _____

DocuSigned by:

9ACFCF107D854BD...
DREW R. HANSEN
PAVNEET SINGH MAC
Counsel for Defendant,
Easter Seals Southern California, Inc.
Date: 5/14/2024

22 **ALIZADEH EMPLOYEES LAW, PC**

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25 ARASH ALIZADEH
26 Counsel for Plaintiff and proposed
27 Class Representative, Troy Ferrer
28 Date: _____