

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANTHONY QUINTERO, JASON
PARMITER, and JOSE FRANCISCO PENA,
individually, and on behalf of other members of
the general public similarly situated, and as
aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”)

Plaintiff,

vs.

JC RESORTS LLC, a California limited liability
company; JC RESORTS MANAGEMENT
LLC, a California limited liability company;
BCR MANAGEMENT, INC., a California
corporation; KSC MANAGEMENT, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2115731
(Consolidated with *CIVSB2220246*)

ASSIGNED FOR ALL PURPOSES TO
JUDGE JOSEPH T. ORTIZ, DEPT. S17

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

Trial Date: None Set
Complaint Filed: May 28, 2021

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
3 “Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs Anthony
4 Quintero, Jason Parmiter, and Jose Francisco Pena (“Plaintiffs” or “Class Representatives”), as
5 individuals and on behalf of all others similarly situated, and Defendants JC Resorts LLC; JC Resorts
6 Management LLC; BCR Management, Inc.: and KSC Management, Inc. (“Defendants”) (collectively
7 with Plaintiffs, the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Action” means *Anthony Quintero, et al. v. JC Resorts LLC., et al.*, No. CIVSB2115731
12 (San Bernardino County Superior Court).

13 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
14 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
15 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
16 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
17 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
18 the Settlement, and administering the Settlement. Class Counsel will request attorneys’ fees not in excess
19 of one-third (1/3) of the Gross Settlement Amount, or Five Hundred Twenty-Three Thousand Three
20 Hundred Thirty-Three Dollars (\$523,333). The Attorneys’ Fees and Costs will also mean and include the
21 additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and
22 settlement of the Action, up to Thirty Thousand Dollars (\$30,000), subject to the Court’s approval.
23 Neither Class Counsel nor any other counsel shall be entitled to any amount of attorneys’ fees or costs
24 separate and apart from the Attorneys’ Fees and Costs allowable under this Agreement in connection
25 with this Settlement and the releases contained herein. Defendants have agreed not to oppose Class
26 Counsel’s request for fees and reimbursement of costs as set forth above. In the event the Court awards
27 any different or further Attorneys’ Fees and/or Costs to Class Counsel or any other counsel as a result of
28 this Settlement or the claims released by this Settlement, such amounts must be paid from the Gross

1 Settlement Amount and cannot increase the overall amount Defendants must pay.

2 3. "Class Counsel" means Capstone Law APC, Moon Law Group, PC, and Rastegar Law
3 Group, APC.

4 4. "Class List" means a complete confidential list of all Class Members that Defendants
5 will diligently and in good faith compile from their records and provide to the Settlement Administrator
6 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be
7 formatted in Microsoft Office Excel and will include each Class Member's full name; most recent
8 mailing address; Social Security number; dates of employment; the respective number of Workweeks
9 that each Class Member worked during the Class Period; the respective number of pay periods during
10 which each PAGA Member worked during the PAGA Period; and any other relevant information
11 needed to calculate settlement payments. The Settlement Administrator shall safeguard this confidential
12 settlement Class List and use it only for purposes of administering this Settlement Agreement in
13 accordance with this Agreement and the Court's orders. Because the confidential Class List contains
14 private information regarding Class Members, the Settlement Administrator shall not disclose the
15 settlement Class List to anyone without Defendants' express written permission or as otherwise ordered
16 by the Court.

17 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
18 Defendants in the State of California at any location other than at a stand-alone golf course and classified
19 as non-exempt at any time during the Class Period.

20 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
21 attached as Exhibit A.

22 7. "Class Period" means the period from May 28, 2017 through the earlier of the date of
23 Preliminary Approval or the date the total Workweeks reached the agreed-upon Escalator; i.e., Two
24 Hundred Thirty Thousand Three Hundred Fifty-One (230,351) Workweeks.

25 8. "Class Representative Enhancement Payments" means the amounts to be paid to
26 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
27 and for their general release of claims. Subject to the Court granting final approval of this Settlement
28 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of

1 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

2 9. "Complaint" or "complaint" means the operative Third Amended Complaint filed in this
3 Action.

4 10. "Court" means the San Bernardino County Superior Court.

5 11. "Defendants" means Defendants JC Resorts LLC; JC Resorts Management LLC; BCR
6 Management, Inc.; and KSC Management, Inc.

7 12. "Effective Date" means the date by which this Settlement Agreement is finally approved
8 as provided herein and the Court's Final Approval Order becomes binding. For purposes of this
9 Settlement Agreement, the Final Approval Order becomes binding upon the later of: (a) the last day by
10 which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an
11 order rejecting any motion to intervene may be timely filed, and none is filed (i.e., 60 days after the
12 notice of an order granting final approval of the Settlement is served, provided there have been no
13 appeals or other challenges filed within that time); (b) if such an appeal is filed, and the appeal is finally
14 resolved and results in affirmation of the Final Approval Order, the day after the last date for filing a
15 request for further review of the California Court of Appeals' decision passes and no further review is
16 requested; (c) if further review of the California Court of Appeal's decision is requested, the day after the
17 request for review is denied with prejudice and/or no further review of the decision can be requested, or
18 (d) if review is accepted, the day after the California Supreme Court affirms the Final Approval Order.
19 The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and
20 unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement
21 Agreement from becoming final and binding in accordance with its terms.

22 13. "Final Approval" means the date on which the Court enters an order granting final
23 approval in accordance with the terms of this Settlement Agreement.

24 14. "Gross Settlement Amount" means the Gross Settlement Amount of One Million Five
25 Hundred Seventy Thousand Dollars (\$1,570,000), to be paid by Defendants in full satisfaction of all
26 Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
27 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
28 Amount, and Settlement Administration Costs. Aside from employer-side taxes due on the wage

1 component of the Individual Settlement Payments, the Gross Settlement Amount shall constitute the
2 entire consideration provided by Defendants pursuant to this Settlement Agreement and Defendants and
3 the Released Parties shall not be required to pay any amount above the Gross Settlement Amount in
4 connection with this Settlement. There will be no reversion of the Gross Settlement Amount to
5 Defendants.

6 15. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
7 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

8 16. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
9 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
10 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
11 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
12 Defendants.

13 17. “Notice of Objection” means a Class Member’s valid and timely written objection to the
14 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full
15 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
16 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
17 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
18 at the final fairness hearing.

19 18. “PAGA Members” means all persons who were employed by Defendants in the State of
20 California at any location other than at a stand-alone golf course, and classified as non-exempt at any
21 time during the PAGA Period.

22 19. “PAGA Notices” means collectively: (a) Plaintiff Anthony Quintero’s letters to
23 Defendants and the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code
24 section 2699.3(a), dated June 4, 2021 and September 15, 2023; (b) Plaintiff Jason Parmiter’s letters to
25 Defendants and the LWDA pursuant to Labor Code section 2699.3(a), dated August 6, 2021; and (c)
26 Plaintiff Jose Francisco Pena’s letter to Defendants and the LWDA pursuant to Labor Code section
27 2699.3(a), dated March 21, 2022.

28 20. “PAGA Period” means the period from June 4, 2020 through the earlier of the date of

1 Preliminary Approval or the date the total Workweeks reach the agreed-upon Escalator; i.e., Two
2 Hundred Thirty Thousand Three Hundred Fifty-One (230,351) Workweeks.

3 21. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
4 the LWDA and PAGA Members in connection with Plaintiffs' claims under the Labor Code Private
5 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The
6 Parties have agreed that Eighty Thousand Dollars (\$80,000) of the Gross Settlement Amount will be
7 allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty Thousand
8 Dollars (\$60,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
9 Development Agency ("LWDA Payment"), and Twenty-Five Percent (25%), or Twenty Thousand
10 Dollars (\$20,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and
11 regardless whether they request to be excluded from the Settlement Class.

12 22. "Parties" means Plaintiffs and Defendants collectively.

13 23. "Participating Class Members" means all Class Members who do not submit timely and
14 valid Requests for Exclusion.

15 24. "Pay Period(s)" means, consistent with the definition provided by Labor Code section
16 204, the number of pay periods (rounding up to the nearest pay period) during which each PAGA
17 Member worked during the PAGA Period. All PAGA Members will be credited with at least one Pay
18 Period during the PAGA Period.

19 25. "Plaintiffs" means Plaintiffs Anthony Quintero, Jason Parmiter, and Jose Francisco
20 Pena.

21 26. "Preliminary Approval" means the date on which the Court enters an order granting
22 preliminary approval of the Settlement Agreement.

23 27. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of
24 action that were alleged, or reasonably could have been alleged, based on the facts alleged in the
25 operative Complaint during the Class Period, including claims for violation of: (1) Labor Code sections
26 510 and 1198 (unpaid overtime); (2) Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198
27 (unpaid minimum wages); (3) Labor Code sections 226.7, 512(a), 516, and 1198 (failure to provide meal
28 periods); (4) Labor Code sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5)

1 Labor Code sections 226.7, 516, and 1198 (failure to provide recovery periods) (6) Labor Code sections
2 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7)
3 Labor Code sections 201 and 202 (wages not timely paid upon termination); (8) Labor Code section 204
4 (failure to timely pay wages during employment); (9) Labor Code sections 551, 552, and 558 (failure to
5 provide one day's rest in seven); (10) Labor Code section 2802 (unreimbursed business expenses); (11)
6 California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); and (12)
7 California Business & Professions Code sections 17200, *et seq.* (unfair business practices).

8 28. "Released PAGA Claims" means all claims for civil penalties under California Labor
9 Code sections 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts
10 alleged in the operative Complaint and/or Plaintiffs' PAGA Notices during the PAGA Period.

11 29. "Released Parties" means Defendants, their past or present officers, directors,
12 employees, partners, shareholders, agents, principals, heirs, representatives, accountants, auditors,
13 consultants, insurers and reinsurers, and their respective successors and predecessors in interest,
14 subsidiaries, affiliates, parents and attorneys, if any.

15 30. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
16 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
17 name, address, telephone number and last four digits of the Social Security Number or Employee ID
18 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned
19 to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in
20 the Settlement; and (e) postmarked on or before the Response Deadline.

21 31. "Response Deadline" means the deadline by which Class Members must postmark to
22 the Settlement Administrator Requests for Exclusion, postmark disputes concerning the estimated
23 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
24 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
25 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
26 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
27 the U.S. Postal Service is open.

28 32. "Settlement Administration Costs" means the costs payable from the Gross Settlement

1 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
2 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
3 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties and/or
4 required by the Court. The Settlement Administration Costs will be paid entirely from the Gross
5 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the
6 Settlement Administrator as being the maximum costs necessary to administer the Settlement.
7 Settlement Administration Costs are currently estimated to be Nineteen Thousand Nine Hundred Dollars
8 (\$19,900).

9 33. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
10 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
11 administering this Settlement. The Parties each represent that they do not have any financial interest in
12 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
13 could create a conflict of interest.

14 34. "Workweeks" means the number of weeks each Class Member worked during the Class
15 Period, rounding up to the nearest Workweek. All Class Members will be credited with at least one
16 Workweek during the Class Period.

17 **TERMS OF AGREEMENT**

18 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
19 follows:

20 35. Funding of the Gross Settlement Amount. After the Effective Date, Defendants will
21 make a one-time deposit of the Gross Settlement Amount of One Million Five Hundred Seventy
22 Thousand Dollars (\$1,570,000) into a Qualified Settlement Account to be established by the Settlement
23 Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective
24 Date and funding of the Settlement by Defendants, the Settlement Administrator shall use the Gross
25 Settlement Amount for: (a) Individual Settlement Payments; (b) the portion of the PAGA Settlement
26 Amount; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e)
27 Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the
28 employer's share of payroll taxes within five (5) business days after the Effective Date ("Funding Date").

1 36. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
2 motion by Class Counsel for Attorneys' Fees and Costs of not more than Five Hundred Twenty-Three
3 Thousand Three Hundred Thirty-Three Dollars (\$523,333), plus the reimbursement of all out-of-pocket
4 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including
5 expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars (\$30,000), both
6 of which will be paid from the Gross Settlement Amount. Attorneys' Fees and Costs paid as a result of
7 this Settlement and the releases of the Released Class Claims and Released PAGA Claims, will come
8 entirely out of the Gross Settlement Amount. Neither Class Counsel nor any other counsel shall be
9 entitled to any amount of attorneys' fees or costs separate and apart from the Attorneys' Fees and Costs
10 in connection with this Settlement and the releases contained herein. In the event the Court awards any
11 different or further Attorneys' Fees and Costs to Class Counsel, or any other counsel as a result of this
12 Settlement, or the claims released by this Settlement, such amounts must be paid from the Gross
13 Settlement Amount and cannot increase the overall amount Defendants must pay. Further, if the Court
14 awards less Attorneys' Fees and Costs than requested, the remaining amount will be added to the Net
15 Settlement Fund to be paid to Participating Class Members. The Court's award of attorneys' fees will be
16 divided as follows: (a) Fifty-Four Percent (54%) to Capstone Law APC; (b) Thirty-Six Percent (36%) to
17 Moon Law Group, PC; and (c) Ten Percent (10%) to Rastegar Law Group, APC.

18 37. Class Representative Enhancement Payment. In exchange for a general release, and in
19 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
20 agree not to oppose or impede any application or motion for Class Representative Enhancement
21 Payments of up to Ten Thousand Dollars (\$10,000), each, to Plaintiffs. The Class Representative
22 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to
23 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and
24 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
25 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and
26 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not
27 ultimately awarded by the Court. If the Court does not award the full amount of the Class Representative
28 Enhancement Payments requested by Plaintiffs, the remaining amounts with will be added to the Net

1 Settlement Fund to be paid to Participating Class Members.

2 38. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments from the Gross
4 Settlement Amount, which is currently estimated to be Nineteen Thousand Nine Hundred Dollars
5 (\$19,900). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,
6 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
7 Forms, distributing Class Notices, drafting a Spanish translation of the Class Notice, calculating and
8 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
9 administration duties as specified by the Parties and/or the Court.

10 39. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
11 of Eighty Thousand Dollars (\$80,000) from the Gross Settlement Amount will be designated for
12 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty
13 Thousand Dollars (\$60,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
14 Twenty Thousand Dollars (\$20,000), will be paid to PAGA Members in proportion to the number of
15 Pay Periods worked during the PAGA Period as specified below.

16 40. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement
17 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
18 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
19 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
20 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
21 Member has the right to object to the Settlement of the Released PAGA Claims and that all PAGA
22 Members will be bound by the Released PAGA Claims regardless of whether they opt out of the
23 Settlement of the class action claims.

24 41. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
25 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

26 42. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
27 portion of the PAGA Fund will revert to or be retained by Defendants.

28 43. Individual Settlement Payment Calculations. Individual Settlement Payments will be

1 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
2 Workweeks a Class Member worked during the Class Period, and Pay Periods a PAGA Member
3 worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made
4 as follows:

5 43(a) Payments from the Net Settlement Fund. Defendants will calculate the total
6 number of Workweeks worked by each Class Member during the Class
7 Period (rounding up to the nearest Workweek) and the aggregate total
8 number of Workweeks worked by all Class Members during the Class
9 Period. To determine each Participating Class Member’s “Individual
10 Settlement Payment” from the Net Settlement Fund, the Settlement
11 Administrator will use the following formula: The Net Settlement Fund will
12 be divided by the aggregate total number of Workweeks, resulting in the
13 “Workweek Value.” Each Class Member’s “Individual Settlement
14 Payment” will be calculated by multiplying each individual Class Member’s
15 total number of Workweeks by the Workweek Value. The Individual
16 Settlement Payment will be reduced by any required deductions for each
17 Participating Class Member as specifically set forth herein, including
18 employee-side tax withholdings or deductions. The entire Net Settlement
19 Fund will be disbursed to all Class Members who do not submit timely and
20 valid Requests for Exclusion (i.e., Participating Class Members). For
21 preparing the Class Notice, the Settlement Administrator will calculate the
22 *estimated* Individual Settlement Payments each Class Member will receive
23 if s/he does not opt out based on the assumptions that all Class Members
24 will choose to participate and all requested amounts for attorneys fees, costs,
25 administration fees, enhancement payments, etc., in this Agreement are fully
26 approved by the Court.

27 43(b) Payments from the PAGA Fund. Defendants will calculate the total number
28 of Pay Periods worked by each PAGA Member during the PAGA Period

1 (rounding up to the nearest Pay Period) and the aggregate total number of
2 Pay Periods worked by all PAGA Members during the PAGA Period. To
3 determine each PAGA Member's estimated "Individual Settlement
4 Payment" from the PAGA Fund, the Settlement Administrator will use the
5 following formula: The PAGA Fund will be divided by the aggregate total
6 number of Pay Periods, resulting in the "PAGA Pay Period Value." Each
7 PAGA Member's "Individual Settlement Payment" will be calculated by
8 multiplying each individual PAGA Member's total number of Pay Periods
9 during the PAGA Period by the PAGA Pay Period Value. The entire PAGA
10 Fund (i.e., the 25% of the total PAGA Settlement Amount available to
11 PAGA Members) will be disbursed to all PAGA Members.

12 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
13 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
14 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
15 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
16 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
17 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
18 or amounts to which any Class Members may be entitled under any benefit plans.

19 45. Administration Process. The Parties agree to cooperate in the administration of the
20 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
21 administration of the Settlement.

22 46. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
23 Defendants will provide the Class List to the Settlement Administrator.

24 47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
25 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
26 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
27 List.

28 48. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement

1 Administrator will perform a search based on the National Change of Address Database for information
2 to update and correct for any known or identifiable address changes. Any Class Notices returned to the
3 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
4 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
5 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
6 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
7 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
8 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
9 Class Notice prior to the Response Deadline, whether by skip-trace or by request, will have either (a) an
10 additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a
11 Request for Exclusion or an objection to the Settlement.

12 49. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
13 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
14 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
15 respective Class Member worked for Defendants during the Class Period; (e) the total number of Pay
16 Periods each respective PAGA Member worked for Defendants during the PAGA Period; (f) each Class
17 Member's and PAGA Member's estimated Individual Settlement Payment and the formula for
18 calculating Individual Settlement Payments; (g) the dates which comprise the Class Period and PAGA
19 Period; (h) instructions on how to submit Requests for Exclusion or Notices of Objection; (i) the
20 deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark
21 Notices of Objection to the Settlement; and (j) the claims to be released.

22 50. Disputed Information on Class Notices. Class Members will have an opportunity to
23 dispute the information provided in their Class Notices. To the extent Class Members dispute their
24 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
25 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
26 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
27 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
28 and will be decided by the Settlement Administrator within ten (10) business days after the Response

1 Deadline.

2 51. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
3 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
4 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
5 receiving the defective submission to advise the Class Member that his or her submission is defective
6 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
7 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of a cure letter sent out on
8 or before the Response Deadline), whichever date is later, to postmark or fax a revised Request for
9 Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it
10 will be deemed untimely.

11 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
12 Settlement Agreement must sign and mail a written Request for Exclusion to the Settlement
13 Administrator within the Response Deadline. The postmark date on the Requests for Exclusion mailed to
14 the Settlement Administrator will be the exclusive means to determine whether a Request for Exclusion
15 has been timely submitted. As noted above, Class Members who are also PAGA Members can exclude
16 themselves only from the class action portion of the Settlement, but cannot exclude themselves from the
17 Settlement of the Released PAGA Claims.

18 53. Option to Void. Defendants have the option to withdraw from the Settlement if the
19 number of Class Members who opt out exceeds three percent (3%) of the total number of Class
20 Members. Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that
21 Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this
22 Agreement and the Agreement shall become null and void and the Parties will return to the same
23 position they were in prior to having executed this Agreement. In the event that Defendant exercises this
24 option, it will be solely responsible for any Settlement Administrator's costs associated with settlement
25 administration duties up to and following Defendant's notice of election to withdraw.

26 54. Escalator Clause/Option: The Parties agree that if the total number of Workweeks
27 worked by Class Members during the Class Period is greater than Two Hundred Thirty Thousand Three
28 Hundred Fifty-One (230,351) total Workweeks ("Escalator"), Defendants will have the option to either:

1 (a) proportionally increase the Gross Settlement Amount according to the following formula—
2 Proportionally Increased Gross Settlement Amount = Total Number of Workweeks during the Class
3 Period ÷ 230,351 × \$1,570,000; or (b) elect to have the Class Period, PAGA Period, and resulting release
4 dates cutoff at the last date the total Workweeks for Class Members were at or below 230,351.

5 55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
7 Request for Exclusion prior to the Response Deadline will be bound by all of its terms, including those
8 pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it
9 grants final approval to the Settlement.

10 56. Releases by Participating Class Members. Upon the Funding Date, each Participating
11 Class Member, together and individually, on their behalf and on behalf of their respective heirs,
12 executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants
13 and all of the Released Parties, or any of them, from each of the Released Class Claims during the Class
14 Period.

15 57. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together
16 and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents,
17 and attorneys, shall fully and forever release and discharge Defendants and all of the Released Parties, or
18 any of them, from each of the Released PAGA Claims during the PAGA Period.

19 58. Objection Procedures. To object to the Settlement Agreement, a Class Member may
20 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
21 Deadline, and/or appear in person at the Final Approval Hearing. Class Members who fail to object
22 either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing, or
23 both, will be deemed to have waived all objections to the Settlement and will be foreclosed from making
24 any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
25 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the
26 Settlement Agreement or appeal from the final approval order and judgment consistent with the terms of
27 this Settlement. Class Counsel will not represent any Class Members with respect to any such objections
28 to this Settlement. A Class Member who objects to this settlement has no right to opt out of the

1 Settlement (i.e., submit a valid Request for Exclusion.) If a Class Member timely submits both a Notice
2 of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered
3 valid, the Notice of Objection shall be rejected, the Class Member shall not participate in or be bound by
4 the Settlement, and the Class Member will have no right to object to the Settlement at the Final Approval
5 Hearing or otherwise. Furthermore, if a Class Member timely objects to this Settlement, either through a
6 written Notice of Objection and/or in person at the Final Approval Hearing, and the Court overrules the
7 objection and approves the Settlement, the objecting Class Member(s) will be bound by this Settlement
8 similar to all other Participating Class Members, including all releases contained herein.

9 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
11 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
12 the Settlement, and whether any Class Member has submitted a challenge to any information contained
13 in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties
14 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

15 60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
16 of the Funding Date, the Settlement Administrator will issue the Court-approved payments to: (a)
17 Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiffs; and (d) Class Counsel.
18 The Settlement Administrator will also issue a payment to itself for Court-approved services performed
19 in connection with the Settlement.

20 61. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
21 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
22 more than one hundred and eighty (180) calendar days after issuance will be tendered to Worksafe. The
23 Parties do not have a connection to or a relationship with Worksafe that could reasonably create the
24 appearance of impropriety as between the selection of Worksafe as the recipient of the unclaimed
25 residuals and the interests of the class.

26 62. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

1 63. Treatment of Individual Settlement Payments. All Individual Settlement Payments to
2 Participating Class Members from the Net Settlement Fund will be allocated as follows: (a) Twenty-Five
3 Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms
4 W-2 will be issued; and (b) Seventy-Five Percent (75%) will be allocated as non-wages (i.e., for alleged
5 claims for penalties and interest) for which IRS Forms 1099-MISC will be issued. Payments issued to
6 PAGA Members from the PAGA Fund will be treated as non-wages (i.e., for alleged PAGA penalties)
7 for which IRS Forms 1099-MISC will be issued.

8 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
9 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
10 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
11 this Settlement. The Settlement Administrator will also be responsible for calculating and forwarding all
12 required taxes for all Parties arising from this Settlement to the appropriate government authorities and
13 for delivering the LWDA's portion of the PAGA Settlement Amount to the LWDA.

14 65. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
15 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
16 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
17 regard.

18 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
19 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
20 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
21 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
22 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
23 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
24 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
25 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
26 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
28 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

1 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
2 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
4 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
5 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
8 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
9 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

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

17 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
18 approve the Settlement as provided herein; or (b) the Settlement does not become final and binding for
19 any other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
20 will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement
21 Agreement (including any order granting class certification for settlement purposes) will likewise be
22 treated as void from the beginning.

23 69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
24 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
25 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
26 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
27 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
28 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will

1 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
2 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
3 drafting all documents necessary to obtain preliminary approval.

4 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
5 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
6 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
7 Settlement Agreement along with the final Court-approved amounts payable for: (a) Attorneys' Fees and
8 Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the
9 LWDA Payment; and (e) all Settlement Administration Costs. The final fairness hearing will not be held
10 earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for
11 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for
12 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

13 71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
14 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
15 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
16 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
17 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
18 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
19 Administrator's website.

20 72. General Release by Plaintiffs. Upon the Funding Date, in addition to the claims being
21 released by all Participating Class Members, Plaintiffs will release and forever discharge Defendants and
22 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
23 unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of
24 the date of execution of this Settlement Agreement, including but not limited to all claims alleged in the
25 Complaint and all claims related to or arising from their employment with, or separation from,
26 Defendants. This release extends to the maximum extent permitted by law and Plaintiffs expressly waive
27 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
28 Civil Code or similar provisions of applicable law which are as follows:

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

7 Plaintiffs further agree and acknowledge they are no longer employed by Defendants or any of
8 the Released Parties.

9 73. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

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

19 75. Amendment or Modification. No amendment, change, or modification to this Settlement
20 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
21 by the Court.

22 76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement and address concerns, if
28 any, raised by the Court. If the Parties are unable to reach agreement on the form or content of any

1 document needed to implement the Settlement, or on any supplemental provisions that may become
2 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to
3 resolve such disagreement.

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

6 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
7 will be governed by and interpreted according to the laws of the State of California.

8 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution
9 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
11 copies of the signature page, will be deemed to be one and the same instrument. All executed copies
12 of this Agreement, and photocopies thereof (including facsimile, PDF, or email copies of the
13 signature pages), shall have the same force and effect and shall be as legally binding and
14 enforceable as the original.

15 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
17 Settlement after extensive arm's-length negotiations and in the context of adversarial litigation, taking
18 into account all relevant factors, present and potential. The Parties further acknowledge that they are each
19 represented by competent counsel and that they have had an opportunity to consult with their counsel
20 regarding the fairness and reasonableness of this Settlement.

21 81. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
24 valid and enforceable.

25 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
27 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
28 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

1 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
3 approved, the stipulation to certification will be void. The Parties further agree that certification for
4 purposes of the Settlement is not an admission that class action certification is proper under the standards
5 applied to contested certification motions and that this Settlement Agreement will not be admissible in
6 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants
7 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

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

22 85. No Public Comment: Plaintiffs and their counsel agree not to otherwise publicize this
23 Settlement, including, but not limited to, issuing press releases or responding to press inquiries, posting
24 summaries online, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiffs
25 and their counsel are contacted by members of the press, they will respond only that the lawsuit exists
26 and has been resolved. However, for the limited purpose of allowing Class Counsel to prove their
27 adequacy as class counsel in other actions, or for purposes of seeking court approval of other wage and
28 hour settlements, Class Counsel may disclose in court filings information available in the public record

1 about the Action and this Settlement.

2 86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
3 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
4 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

5 87. Enforcement Actions. In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
8 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
9 expert witness fees, if any, incurred in connection with any enforcement actions.

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

15 89. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
18 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

19 90. All Terms Subject to Final Court Approval. All amounts and procedures described in
20 this Settlement Agreement herein will be subject to final Court approval.

21 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
22 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
23 Settlement Agreement.

24 92. LWDA Notice. Pursuant to California Labor Code section 2699(1), Class Counsel will
25 provide a copy of this Settlement Agreement to the LWDA concurrently with Class Counsel's filing of
26 the motion for preliminary approval. Class Counsel will also file a declaration in support of Plaintiff's
27 motion for preliminary approval confirming that Class Counsel has submitted the Settlement Agreement
28 to the LWDA in compliance with California Labor Code section 2699(1).

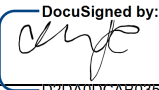
1 93. **Binding Agreement.** The Parties warrant that they understand and have full authority to
 2 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
 3 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
 4 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
 5 otherwise might apply under federal or state law.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/6/2024

DocuSigned by:

 D2DA0DCAB03545D...

Anthony Quintero

PLAINTIFF

Dated: _____

Jason Parmiter

PLAINTIFF

Dated: _____

Jose Francisco Pena

**DEFENDANTS JC RESORTS LLC; JC
 RESORTS MANAGEMENT LLC; BCR
 MANAGEMENT, INC.: AND KSC
 MANAGEMENT, INC.**

Dated: _____

 Please Print Name of Authorized Signatory

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

93. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

_____ Anthony Quintero

PLAINTIFF

Dated: 3/7/2024 _____

DocuSigned by:
Jason Parmiter
74E59BE53831462...

_____ Jason Parmiter

PLAINTIFF

Dated: _____

_____ Jose Francisco Pena

DEFENDANTS JC RESORTS LLC; JC RESORTS MANAGEMENT LLC; BCR MANAGEMENT, INC.: AND KSC MANAGEMENT, INC.

Dated: _____

_____ Please Print Name of Authorized Signatory

1 93. Binding Agreement. The Parties warrant that they understand and have full authority to
2 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
3 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
4 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
5 otherwise might apply under federal or state law.

6 **READ CAREFULLY BEFORE SIGNING**

7 **PLAINTIFF**

8
9 Dated: 3/6/2024

DocuSigned by:



D2DA0DCAB03545D...

10 _____
Anthony Quintero

11 **PLAINTIFF**

12
13 Dated: _____

14 _____
Jason Parmiter

15 **PLAINTIFF**

16
17 Dated: _____

18 _____
Jose Francisco Pena

19 **DEFENDANTS JC RESORTS LLC; JC**
20 **RESORTS MANAGEMENT LLC; BCR**
21 **MANAGEMENT, INC.: AND KSC**
22 **MANAGEMENT, INC.**

23
24
25
26
27
28
Dated: 3/18/2024



Please Print Name of Authorized Signatory