

1 *Counsel list on following page*

2
3 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **COUNTY OF LOS ANGELES – SPRING STREET**

5 CALIFORNIA UNIFIED SERVICE
6 PROVIDERS, LLC., a California limited
7 liability company,

8 Plaintiff,

9 v.

10 JORDAN BRAY and DOES 1 through 25,
11 inclusive,

12 Defendants.

13 JORDAN BRAY, individually, and on behalf
14 of others similarly situated

15 Cross-Complainant,

16 vs.

17 CALIFORNIA UNIFIED SERVICE
18 PROVIDERS, L.L.C. d/b/a CUSP, d/b/a
19 CUSP Autism, a California limited liability
20 company; CALIFORNIA UNIFIED
21 SERVICE PRO; an unknown business form;
22 BEHAVIORAL CUSP, LLC, a California
23 limited liability company; and DOES 1
24 through 50, inclusive,

25 CROSS-DEFENDANTS

Case No. 20STLC07510

[Assigned for all purposes to the Honorable
Kenneth R. Freeman]

**FIRST AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint: September 3, 2020

Cross-Complaint: November 9, 2020

1 **MATERN LAW GROUP, PC**
2 Matthew J. Matern (SBN 159798)
3 mmatern@maternlawgroup.com
4 Julia Z. Wells (SBN 314242)
5 jwells@maternlawgroup.com
6 1230 Rosecrans Avenue, Suite 200
7 Manhattan Beach, CA 90266
8 Telephone: (310) 531-1900
9 Facsimile: (310) 531-1901

10 Attorneys for JORDAN BRAY

11 **ARTIANO & ASSOCIATES**
12 JAMES ARTIANO (SBN 97394)
13 JOANNE K. LEIGHTON (SBN 165378)
14 jleighton@artianolaw.com
15 3828 Carson Street, Suite 102
16 Torrance, CA 90503
17 Telephone: (310) 543-1240
18 Facsimile: (310) 543-9850

19 Attorneys for Plaintiff CALIFORNIA UNIFIED
20 SERVICE PROVIDERS, LLC and BEHAVIORAL
21 CUSP, LLC,
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1 This First Amended Class Action Settlement Agreement and Release of Claims (“Agreement”) is
2 between (1) Jordan Bray (“Cross-Complainant” or “Defendant”); and (2) California Unified Service
3 Providers, LLC, Behavioral Cusp, LLC, and Eric W. Maier (“Cross-Defendants”) (collectively, the
4 “Parties”), subject to judicial approval, as provided below.

5 By this Agreement, the Parties intend to settle the Action (defined below) and to fully, finally,
6 and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial
7 approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise
8 nullified, then the Parties shall return to their positions preceding this Agreement and Cross-Defendants
9 shall retain all rights to challenge the Cross-Complainant’s claims and the certification of any class.

10 1. DEFINITIONS

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term
12 appears throughout in initial capital letters.

13 1.1. “**Action**” refers to Los Angeles County Superior Court Case No. 20STLC07510,
14 which includes the complaint styled *California Unified Service Providers, LLC v. Jordan Bray*
15 (“Complaint”) and the cross-complaint styled *Jordan Bray v. California Unified Service Providers, LLC*
16 *et al.* (“Cross-Complaint”).

17 1.2. “**Administrative Costs**” refers to all costs associated with administration of the
18 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
19 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
20 calculation of payments to individual class members, calculation of applicable payroll withholdings and
21 payroll taxes, preparation and filing of appropriate IRS Forms, any costs associated with the process for
22 any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to
23 complete the settlement process according to the terms of this Agreement. Administrative Costs are
24 borne in the first instance by the Settlement Administrator.

25 1.3. “**Agreement**” refers to this Class Action Settlement Agreement and Release of
26 Claims, which includes all its Recitals herein and all the attached Exhibits.

27 1.4. “**Class Counsel**” refers to Matern Law Group, PC. For purposes of providing
28 any notices required under this Agreement, Class Counsel shall refer to Matern Law Group, PC,

1 including Matthew J. Matern (mmatern@maternlawgroup.com) and Julia Z. Wells
2 (jwells@maternlawgroup.com), 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266, (310)
3 531-1900.

4 **1.5. “Class Counsels’ Fees and Costs”** refers to the amount of attorneys’ fees and
5 litigation costs that the Court awards to Class Counsel in connection with the resolution of the Action in
6 accordance with this Agreement.

7 **1.6. “Class Member”** refers to any member of the Settlement Class. All non-exempt
8 employees of California Unified Service Providers, LLC, and Behavioral Cusp, LLC from November 9,
9 2016 through May 1, 2022.

10 **1.7. “Class Representative”** or **“Cross-Complainant”** refers to Jordan Bray.

11 **1.8. “Class Representative Incentive Award”** refers to any payment that the Court
12 awards to the Class Representative for his efforts in prosecuting the Action on behalf of the Class
13 Members.

14 **1.9. “Response Deadline”** refers to the date that is sixty (60) calendar days after the
15 date that the Settlement Administrator mails the Notice of Class Action Settlement and the Request for
16 Exclusion Form to Class Members. The Response Deadline is the period in which a Class Member can
17 submit an Objection, a Request for Exclusion or dispute the number of Eligible Workweeks indicated on
18 the Notice of Class Action Settlement.

19 **1.10. “Court”** refers to the Judge presiding over the Action.

20 **1.11. “Cross-Defendants”** refers to California Unified Service Providers, LLC,
21 Behavioral Cusp, LLC, and Eric W. Maier.

22 **1.12. “Defendant”** or **“Cross-Complainant”** refers to Jordan Bray.

23 **1.13. “Defense Counsel”** refers to Artiano & Associates. For purposes of providing
24 any notices required under this Agreement, Defense Counsel shall refer Joanne K, Leighton, Artiano &
25 Associates, APC, 3828 W. Carson Street, Torrance, California 90503, (310)-543-1240,
26 jlieghton@artianolaw.com.

27 **1.14. “Effective Date”** means the later of (a) the Court’s final approval of the
28 Settlement Agreement, if no objections have been filed, (b) the time of appeal has expired if an

1 objection has been filed and no appeal was filed, or (c) the final resolution of any appeal that has been
2 filed.

3 **1.15. “Eligible Workweek”** refers to any week in which Participating Settlement Class
4 Members performed work for Cross-Defendants for which they received compensation during the period
5 November 9, 2016 through May 1, 2022. Eligible Workweeks shall be initially determined based on
6 Cross-Defendants’ time records.

7 **1.16. “Final Approval Hearing”** refers to the hearing at which the Court decides
8 whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet
9 all requirements for final approval.

10 **1.17. “Final Approval Order”** refers to the order by the Court finally approving the
11 Settlement following the Final Approval Hearing.

12 **1.18. “Gross Settlement Amount”** refers to the non-reversionary payment Cross-
13 Defendants is obligated to make in connection with the Agreement: Four Hundred and Fifty Thousand
14 Dollars and Zero Cents (\$450,000.00), plus any employer-side payroll withholding taxes. In no event
15 shall Cross-Defendants be obligated to pay more than this amount. The Gross Settlement Amount shall
16 be used to satisfy all of Cross-Defendants’ liabilities arising from the settlement and is inclusive of: (1)
17 Administrative Costs, (2) Class Counsels’ Fees and Costs, (3) the Class Representative Incentive Award,
18 (4) payments to all members of the Class and PAGA Group, and (5) the portion of the PAGA civil
19 penalty payment payable to the State of California. Cross-Defendants will be responsible for the
20 employer’s share of payroll taxes, which shall be paid separately by Cross-Defendants in addition to the
21 Gross Settlement Amount. The settlement is based on a release of approximately 25,000 workweeks
22 during the class period. In the event the total workweeks during the Class Period are in excess of this
23 amount, Cross-Defendants will be required to pay for the workweeks greater than 25,000 on a pro rata
24 basis up through the last date of the Class Period.

25 **1.19. “Individual Settlement Payment”** refers to the amount calculated by the
26 Settlement Administrator to distribute to each Participating Settlement Class Member as consideration
27 for all other Released Claims. The Individual Settlement Payment shall be paid from the Net Settlement
28 Amount.

1 **1.20. “Judgment”** refers to the final judgment entered by the Court in this Action
2 following the Final Approval Hearing.

3 **1.21. “LWDA”** refers to the California Labor and Workforce Development Agency
4 (“LWDA”), which helps to enforce the Private Attorneys General Act (“PAGA”), codified in Labor
5 Code §§ 2698 *et seq.*, (“PAGA”) and which will receive the LWDA portion of the PAGA Payment.

6 **1.22. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
7 that remains after deducting the amounts attributed to any Class Representative Incentive Award, the
8 portion of the PAGA Payment payable to the LWDA, the PAGA Settlement Fund, Administrative
9 Costs, and Class Counsel’s Fees and Costs. The Net Settlement Amount shall be distributed to
10 Participating Settlement Class Members pursuant to the formulas set forth in this Agreement.

11 **1.23. “Notice of Class Action Settlement”** refers to the Notice of Class Action
12 Settlement (“Class Notice”), substantially in the form attached as Exhibit A.

13 **1.24. “Objection”** refers to a written statement submitted timely by a Participating
14 Settlement Class Member to the Settlement Administrator that contains (1) the name and case number of
15 the Action (or reasonable portion thereof), (2) the full name, last four digits of their social security
16 number, and current address of the Participating Settlement Class Member making the Objection, (3) the
17 specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without
18 limitation, all briefs, written evidence, and declarations) for the Court to consider.

19 **1.25. “Objector”** refers to a Participating Settlement Class Member who has submitted
20 an Objection.

21 **1.31. “PAGA Aggrieved Employee”** refers to those individuals who, for purposes of
22 this Agreement, are defined as follows: all non-exempt employees of Cross-Defendants in California
23 during the period November 9, 2019 through May 1, 2022. For settlement purposes, the Parties hereby
24 stipulate that the PAGA Aggrieved Employees, as defined herein, are aggrieved employees for purposes
25 of the PAGA, Labor Code §§ 2698, *et seq.*

26 **1.32. “PAGA Allocation”** refers to the portion of the Gross Settlement Amount that
27 shall be allocated to claims under PAGA. Seventy-five percent of the PAGA Allocation shall be payable
28 to the LWDA. The remaining 25% shall become the PAGA Settlement Fund for distribution to PAGA

1 Aggrieved Employees. The Parties have agreed to allocate \$45,000.00 of the Gross Settlement Amount
2 to claims under PAGA. Of this, \$33,750.00 shall be payable to the LWDA and the remaining
3 \$11,250.00 shall become the PAGA Settlement Fund.

4 **1.33. “PAGA Period”** refers to the period from November 9, 2019 through May 1,
5 2022.

6 **1.34. “PAGA Settlement Fund”** refers to the 25% portion of the PAGA Allocation
7 that will be distributed to the PAGA Aggrieved Employee Group on a pro rata basis based upon Eligible
8 Workweeks within the PAGA Claim Period.

9 **1.35. “PAGA Settlement Payment”** refers to the amount calculated by the Settlement
10 Administrator to be distributed to each PAGA Aggrieved Employee. Any Settlement Class Member who
11 opts out of the Settlement Class will still be bound by the Released PAGA Claims and shall receive their
12 pro rata share of the PAGA Settlement Fund. For tax purposes, PAGA Settlement Payments shall be
13 allocated 100% as penalties.

14 **1.35. “Participating Settlement Class Members”** means all Class Members who do
15 not submit a timely and valid Request for Exclusion to opt out of the Settlement of non-PAGA claims.
16 For the avoidance of doubt, Individual Settlement Awards shall be in addition to, and not inclusive of,
17 the payments that Class Members shall receive from and relating to the resolution of the Released
18 PAGA Claims.

19 **1.36. “Parties”** refers collectively to (1) Jordan Bray, individually and on behalf of the
20 Settlement Class (“Class Representative”), and (2) California Unified Service Providers, LLC,
21 Behavioral Cusp, LLC, and Eric W. Maier.

22 **1.38. “Preliminary Approval Order”** refers to the order entered by the Court granting
23 preliminary approve of the settlement following a Motion for Preliminary Approval of the Agreement.

24 **1.39. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
25 pursuant to U.S. Treasury Regulation Section 468B-1.

26 **1.40. “Released Claims”** refers to all claims that will be extinguished upon the date
27 that Defendant has fully funded the Gross Settlement Amount, by operation of this Agreement and the
28 events it provides for, as more fully set forth in Section 6.1, below.

1 **1.41. “Released Parties”** means: Cross-Defendants California Unified Service
2 Providers, LLC, and Behavioral Cusp, LLC, Eric W. Maier, and all officers, directors, representatives,
3 owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors
4 managers, servants, successors-in-interest, assigns, current and former employees of Cross-Defendants,
5 including but not limited to agents, insurers, attorneys and all persons or entities acting in concert with
6 or affiliated with any of them.

7 **1.42. “Released PAGA Claims”** means the claims to be released by the PAGA
8 Aggrieved Employees and the State of California under the Labor Code Private Attorneys General Act
9 for civil penalties that were or could have been recovered during the PAGA Period (i.e., November 9,
10 2019 through May 1, 2022) alleged in the operative cross-complaint. The released claims include PAGA
11 penalties for unpaid overtime, meal period violations, rest break violations, failure to reimburse, unpaid
12 wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to
13 keep required records, waiting time penalties and failure to pay all wages due upon termination,
14 California Labor Code section 2698 et seq., Labor Code sections 200-204, 210, 212, 218.5, 218.6, 221,
15 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 246 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194,
16 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5. For the avoidance of any possible doubt or confusion, the
17 Parties agree and acknowledge that, pursuant to and as a result of the Settlement, all Class Members are
18 and will be releasing the Released PAGA Claims, regardless of whether or not the Class Member
19 submits a Request for Exclusion from the settlement.

20 **1.43. “Request for Exclusion”** refers to a written, opt-out request signed by a Class
21 Member who thereby elects to be excluded from the Settlement, except with respect to Released PAGA
22 Claims (with respect to which Class Members may not request exclusion). To be valid, any such
23 Request for Exclusion must be mailed to the Settlement Administrator, post-marked no later than the
24 Response Deadline.

25 **1.44. “Settlement Administrator”** refers to CPT Group, Inc., the third-party
26 administrator the Parties have selected, subject to Court approval.

27 **1.45. “Settlement Class”** refers to all Class Members who do not submit a timely and
28 valid Request for Exclusion. Any Class Member who submits a Request for Exclusion is nevertheless

1 bound by the Released PAGA Claims and shall receive his or her pro rata share of the PAGA Settlement
2 Fund.

3 **1.46. “Settlement Class Members”** refers to those individuals who, for purposes of
4 this Agreement, will be certified as members of the class, defined as follows: All non-exempt employees
5 of California Unified Service Providers, LLC, and Behavioral Cusp, LLC from November 9, 2016
6 through May 1, 2022.

7 **1.47. “Class Period”** refers to the period from November 9, 2016 through May 1,
8 2022.

9 **2. RECITALS AND PROCEDURAL HISTORY**

10 **2.1. Allegations in the Action.** On September 3, 2020, California Unified Service
11 Providers, Inc. commenced this action by filing a civil complaint in the Los Angeles Superior Court,
12 seeking reimbursement of training costs from Jordan Bray and asserting the following causes of action:
13 1) Breach of Contract, 2) Open Book Account, 3) Work, Labor, Services and Materials 4) Quantum
14 Meruit, and 5) Unjust Enrichment.

15 On November 9, 2020, Bray filed a cross-complaint against Defendants alleging putative class
16 claims for 1) Failure to Provide Required Meal Periods; 2) Failure to Provide Required Rest Periods; 3)
17 Failure to Pay Overtime Wages; 4) Failure to Pay Minimum Wages; 5) Failure to Pay
18 All Wages Due to Discharged and Quitting Employees; 6) Failure to Maintain Required Records; 7)
19 Failure to Furnish Accurate Itemized Wage Statements; 8) Failure to Indemnify Employees for
20 Necessary Expenditures Incurred in Discharge of Duties; and 9) Unfair and Unlawful Business
21 Practices; as well as a representative claim for 10) Penalties under the Labor Code Private Attorneys
22 General Act, as Representative Action.

23 **2.2. Cross-Defendants Dismissal.** As part of this agreement, Cross-Defendants agree
24 to a dismissal of Cross-Defendants’ Complaint against Jordan Bray with prejudice.

25 **2.3. Cross-Defendants’ Denials.** Cross-Defendants denies (1) all the material
26 allegations in the Action, (2) that it violated any applicable laws, (3) that it is liable for damages,
27 penalties, interest, restitution, attorneys’ fees, or costs, or for any other compensation or remedy with
28 respect to anyone on account of any of the allegations, claims, facts or theories asserted or to be asserted

1 in the Action or written notices to the LWDA sent or to be sent by Bray and (4) that class certification,
2 collective action certification, or representative treatment is appropriate as to any such matters. Cross-
3 Defendants contends that its policies, procedures, and practices comply with all applicable laws.
4 Nothing in this Agreement is or may be construed as an admission of any the matters Cross-Defendants
5 denies. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting
6 that class certification, collective action certification, or representative treatment is appropriate for any
7 purpose other than for settlement purposes alone, Cross-Defendants have agreed to settle the Action on
8 the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any
9 statements by Cross-Defendants in this Agreement are made for settlement purposes only.

10 **2.4. Class Counsel's Investigation.** Class Counsel represent that they have conducted
11 a sufficiently thorough investigation into the claims of the Action. Based on their own independent
12 investigation and evaluation and all known facts and circumstances, including the risk of significant
13 defenses asserted by Cross-Defendants, Class Counsel are of the opinion that the Settlement is fair,
14 reasonable, and adequate and is in the best interests of the Settlement Class.

15 **2.5. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
16 Cross-Defendants with a view toward achieving substantial benefits for the Class Members, while
17 avoiding the cost, delay, and uncertainty of further litigation. Cross-Complainant and Class Counsel
18 urge approval of this Agreement after considering (1) the factual and legal defenses to the claims
19 asserted, which render uncertain the ultimate outcome of the Action and class certification, (2) the
20 potential difficulties Cross-Complainant and Class Members would encounter in establishing their
21 claims and maintaining class or representative treatment, (3) the substantial benefits that Class Members
22 would receive under this Agreement, (4) that this Agreement provides Class Members relief in an
23 expeditious and efficient manner, compared to any manner of recovery possible after litigation and
24 potential appeal, and (5) that this Agreement allows Class Members to opt out of the settlement and
25 individually pursue the claims alleged in the Action.

26 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the
27 Court's certification of the Settlement Class under California Code of Civil Procedure § 382, upon the
28 Court's certification of a collective action under 29 U.S.C. § 216(b) for settlement purposes only, and

1 upon the Court’s approval of a PAGA representative action releasing the Released PAGA Claims.
2 Cross-Defendants do not waive, and instead expressly reserves, the right to challenge the propriety of
3 class certification, collective action certification, or representative treatment for any other purpose
4 should the Court not approve the Agreement.

5 Now therefore, in consideration of the agreements set forth herein, and of the release of all
6 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

7 **3. NOTICE TO CLASS MEMBERS**

8 **3.1. Content of Class Notice.** The Notice of Class Action Settlement (“Class
9 Notice”) shall be substantially in the form attached as Exhibit A and include the amount of the
10 Settlement, a calculation of the Class Members’ anticipated share of the Net Settlement Amount, PAGA
11 Settlement Fund, and the full amounts of the Class Counsel Payment, Class Representative Incentive
12 Award, and Administrative Costs to be awarded, the terms of the release, the procedure to opt out of the
13 settlement through a Request for Exclusion, the procedure to Object to the settlement, the procedure for
14 disputing the number of Eligible Workweeks, and the date of the Fairness Hearing. No claim form will
15 be required to participate in the settlement. A Request for Exclusion Form, substantially in the form
16 attached hereto as Exhibit B, shall be included with the Class Notices that are mailed to Class Members
17 by the Settlement Administrator.

18 **3.2. Settlement Administrator.** The Parties select CPT Group, Inc. as the Settlement
19 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
20 notice documents to Class Members, establishing a QSF, obtaining appropriate tax identification
21 number(s), calculating Individual Settlement Payments, PAGA Settlement Payments, mailing all
22 settlement payments and tax forms to Settlement Class Members, remitting all tax payments and
23 requisite reporting documentation to taxing authorities, and the other duties associated with settlement
24 administration, including those specified in this Agreement. Any dispute relating to the settlement
25 administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

26 **3.3. Class Data.** Within ten (10) calendar days of the of preliminary approval of the
27 settlement or court approval of the Class Notice, whichever is later, Cross-Defendants shall provide to
28 the Settlement Administrator a confidential class list containing, for each Class Member: (1) the name;

1 (2) employee ID number; (3) last known address and telephone number; (4) number of Workweeks
2 worked during the Class Period; and (5) social security number (“lass Data”). This information shall be
3 used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the
4 Class Data provided by Cross-Defendants strictly confidential and shall use the class data only for the
5 purposes described in this Agreement. The Class Data provided by Cross-Defendants will be presumed
6 correct unless a Class Member submits a dispute to the number of Eligible Workweeks, as set forth in
7 section 4.4, below.

8 **3.4. Mailing Materials to Class Members.** Within fifteen (15) calendar days of the
9 receipt of the Class Data the Settlement Administrator shall send the Notice of Class Action Settlement
10 to Class Members and the Request for Exclusion Form to Class Members at their last known addresses
11 via First Class U.S. Mail. Prior to mailing, the Settlement Administrator will perform a search based on
12 the National Change of Address Database for information to update and correct of any known or
13 identifiable address changes. Any mailing returned to the Settlement Administrator as undeliverable
14 before the Response Deadline shall be sent within five calendar days via First Class U.S. Mail to the
15 forwarding address, if any, on the returned envelope. If no forwarding address is available, then the
16 Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-
17 trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within seven (7)
18 calendar days. Class Members who receive a re-mailed Class Notice shall have their Response Deadline
19 extended by ten (10) days from the date of re-mailing of the Class Member’s Class Notice. Upon
20 completion of these steps by the Settlement Administrator, the Parties and the Settlement Administrator
21 shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class
22 Member, even if the intended recipient does not receive the Class Notice; in that event, the affected
23 Class Member shall nevertheless remain a Participating Class Member and shall be bound by the terms
24 of the Settlement, the Final Approval Order, and the judgment thereon. It is the intent of the Parties that
25 reasonable means be used to locate Class Members.

26 **3.5. Proof of Mailing.** Within fourteen (14) calendar days after the Response
27 Deadline, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing
28 with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Cross-Defense

1 Counsel, which they shall in turn provide to the Court.

2 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

3 **4.1. Response Deadline.**

4 **4.1.1. Submission of Requests for Exclusion.** Class Members may opt out of
5 this Agreement (except with respect to the settlement of the PAGA claims) by mailing the Settlement
6 Administrator a written Request for Exclusion. The Request for Exclusion must be in writing, and Class
7 Members may (but are not required to) utilize the Request for Exclusion Form substantially in the form
8 attached as Exhibit B. To be timely, Class Members' Requests for Exclusion must be mailed to the
9 administrator and postmarked on or before the Response Deadline (i.e., 60 days from the date that the
10 Administrator initially mails the Class Notices); provided, however, that in the event of a re-mailed
11 Class Notice, the affected Class Member's Response Deadline shall be extended until 10 days from the
12 date of the re-mailing of the Class Notice. To be valid, a Request for Exclusion must state, in effect, that
13 the Class Member does not wish to participate in the settlement of this Action. In addition, any Request
14 for Exclusion must include the Class Member's first and last name, signature, address, phone number,
15 and last four digits of the Class Member's Social Security number for verification purposes. A Class
16 Member who excludes himself or herself from the Settlement shall lose standing to object. Except as
17 specifically provided herein, no Class Member response of any kind that is postmarked after the
18 Response Deadline shall be considered absent agreement of the Parties. Any Request for Exclusion that
19 does not include all of the required information or that is not submitted in a timely manner will be
20 deemed ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion,
21 then the Settlement Administrator shall make the determination, after consultation with Class Counsel
22 and Cross-Defense Counsel.

23 **4.1.2. Deficiency Notices.** Within seven (7) calendar days after receipt by the
24 Settlement Administrator of each timely-submitted Request for Exclusion, the Settlement Administrator
25 will send a deficiency notice to the Class Members addressing any irregularities in the Request for
26 Exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
27 notice will provide the Class Members seven (7) calendar days from the mailing of the deficiency notice
28

1 to postmark a written response to cure all deficiencies. The failure of a Class Member to cure all
2 deficiencies in a timely manner shall invalidate a Request for Exclusion and will not be subject to cure.

3 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
4 opportunity to opt out of the Settlement, except with respect to the release of PAGA claims, for which
5 there is no exclusion procedure.

6 **4.2.1. Effect of Request for Exclusion.** Any Class Member who opts out of this
7 Agreement by submitting a Request for Exclusion may not submit an Objection and shall not receive
8 any Individual Settlement Payment, and shall not be bound by the releases set forth in this Agreement;
9 provided, however, that any Class Member who submits a Request for Exclusion will nevertheless be
10 bound by the Released PAGA Claims (for which there is no exclusion option) and shall receive their pro
11 rata share of the PAGA Settlement Fund. If a Class Member submits both a Request for Exclusion and
12 an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class
13 Member who does not submit a timely, valid Request for Exclusion shall be bound by the releases for
14 which this Agreement provides.

15 **4.3. Objections.** Class Members who do not submit a Request for Exclusion shall be
16 entitled to object to the terms of the Agreement. Class Members may object to this Agreement either by
17 mailing an Objection to the Settlement Administrator, or by appearing at the Final Approval Hearing to
18 make their objection(s) orally to the Court. For Objections submitted in writing, Class Members will
19 have until the Response Deadline to postmark any written Objection to the Settlement Administrator.
20 Class Members who submit written objections may, but are not required to, appear at the final approval
21 hearing to address their objection(s) to the settlement with the Court. Class Members' objections may
22 be heard at the Final Approval Hearing regardless of whether or not the Class Member has submitted a
23 written objection.

24 **4.3.1. Written Objections.** Any written Objection to this Agreement must
25 contain (1) the name and case number of the Action (or reasonable portion thereof), (2) the full name,
26 last four digits of their social security number, and current address of the Participating Class Member
27 making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting
28 papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to

1 consider. Class Members who submit an Objection remain bound by this Agreement if the Agreement
2 is approved by the Court. The Settlement Administrator shall provide Class Counsel and Cross-
3 Defendants' counsel with any Objection received within five (5) calendar days of receipt. Class Counsel
4 shall file any and all Objections with the Court.

5 **4.4. Disputes to the Number of Eligible Workweeks.** Class Members will have the
6 opportunity to dispute the number of Eligible Workweeks. Class Members will have until the Response
7 Deadline (or, in the event of a re-mailed Class Notice, until 10 days after the date of the re-mailing,,
8 whichever is later) to submit their dispute to the number of Eligible Workweeks, including any
9 supporting documentation, to the Settlement Administrator. Class Counsel and Cross-Defendants'
10 counsel will review Cross-Defendants' records and any documentation provided by the Class Member
11 and meet and confer in good faith to determine the correct number of Eligible Workweeks. If Class
12 Counsel and Cross-Defendants' counsel are unable to agree, the Settlement Administrator will resolve
13 the dispute.

14 **4.5. Proof of Class Members' Responses.** The Settlement Administrator will
15 prepare a declaration to submit to the Court regarding the mailing of the Notice of Class Action
16 Settlement, the inability to deliver any mailing due to invalid addresses, the number of any Requests for
17 Exclusion, the number of any Objections received, and the number of disputes to the number of Eligible
18 Workweeks within fourteen (14) calendar days of the Response Deadline.

19 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

20 **5.1. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
21 Administrative Costs of up to Fifteen Thousand Dollars and No Cents (\$15,000), and seek approval of
22 Administrative Costs to be drawn from the Gross Settlement Amount.

23 **5.2. Timing of Payments:** All payments relating to the Settlement that are approved
24 by the Court at or following the Final Approval Hearing – including approved awards and disbursements
25 to Defendant, Class Counsel, the LWDA, the Settlement Administrator, and Class Members – shall be
26 mailed by the Settlement Administrator to each recipient no later than ten (10) business days after
27 Defendants issue payment of the Gross Settlement Amount to the Settlement Administrator (i.e., the
28 Funding Date”).

1 **5.3. Class Counsel Payment.** Class Counsel intend to request—and Cross-
2 Defendants agree not to oppose—that the Court award a Class Counsel Payment, to be drawn from the
3 Gross Settlement Amount, for (a) attorneys’ fees representing one-third (or 33.33%) of the Gross
4 Settlement Amount¹ and (b) litigation costs actually incurred in representing the interests of the Class
5 Members, supported by adequate documentation, in an amount not to exceed Twenty Thousand Dollars
6 and No Cents (\$20,000). Defendant shall have no liability for any other attorneys’ fees or costs.

7 **5.3.1. Right to Appeal.** Class Counsel retains the right to appeal a Class
8 Counsel Payment of less than the specified amount.

9 **5.3.2. Timing of Class Counsel Payment.** The Settlement Administrator shall
10 issue the Class Counsel Payment within thirty (10) days after the Funding Date. Following the Effective
11 Date, Class Counsel shall transmit instructions to the Settlement Administrator as to how any approved
12 attorneys’ fees and costs shall be paid. The Settlement Administrator shall issue an appropriate Internal
13 Revenue Service Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all
14 applicable taxes on any Class Counsel payment and shall indemnify and hold harmless the Released
15 Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel
16 Payment.

17 **5.4. Class Representative Incentive Award.** Class Counsel intends to request—and
18 Cross-Defendants agree not to oppose—that the Court award a Class Representative Incentive Award to
19 the Class Representative in an amount of \$10,000, to be paid from the Gross Settlement Amount. Any
20 Class Representative Incentive Award awarded by the Court shall be in addition to the Class
21 Representative’s Individual Settlement Payment and/or PAGA Settlement Payment.

22 **5.4.1. Timing of Class Representative Incentive Award.** The Settlement
23 Administrator shall pay any Class Representative Incentive Award within ten (10) calendar days after
24 Defendant funds the Gross Settlement Amount (i.e., the Funding Date), and shall issue an IRS Form
25 1099 to the Class Representative. The Class Representative shall be solely responsible for paying all
26 applicable taxes on any Class Representative Incentive Award and shall indemnify and hold harmless

27 _____
28 ¹ Class Counsel’s attorney’s fees are currently estimated to be \$150,000 based on the current Gross Settlement Amount, however, the Gross Settlement Amount and corresponding portion attributed to Class Counsel’s attorneys fees may be higher subject to the provisions of modified by ¶ 5.6.

1 Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class
2 Representative Incentive Award.

3 **5.5. PAGA Allocation.** The Parties will seek approval for Forty Five Thousand
4 dollars and no cents (\$45,000.00) to be allocated to the PAGA claims. Seventy-five percent (75%) of
5 this amount shall be paid to the LWDA in accordance with the PAGA statute. The remaining twenty-
6 five percent (25%) shall be allocated to the PAGA Settlement Fund for the purpose of making PAGA
7 Settlement Payments to PAGA Aggrieved Employees.

8 **5.5.1. Amount of PAGA Allocation Not Material.** Any change in the
9 requested PAGA Allocation is not a material term of this Agreement. If the Court approves a lesser or
10 greater amount than that requested, the other terms of this Agreement shall still remain in effect.

11 **5.5.2. Timing of Payment of PAGA Allocation.** The Settlement Administrator
12 shall pay seventy-five percent (75%) of any approved PAGA Allocation to the LWDA within ten (10)
13 calendar days after the Funding Date.

14 **5.5.3. Calculation of PAGA Settlement Payments.** For their PAGA
15 Settlement Payment, each PAGA Aggrieved Employee will be eligible to receive a portion of the PAGA
16 Settlement Fund based on the same formula outlined below in Section 5.5.7 for calculation of the
17 Individual Settlement Payments, except the calculation will be limited to pay periods worked during the
18 PAGA Period. For clarity, the formula for calculation of the PAGA Settlement Payment is: individual's
19 Eligible Pay Periods in PAGA Period ÷ total Class Member Eligible Pay Periods in PAGA Period *
20 (PAGA Settlement Fund).

21 **5.5.4. Tax Allocation of PAGA Settlement Payments.** One hundred percent
22 (100%) of the PAGA Settlement Payment shall be allocated as penalties for tax purposes. The
23 Settlement Administrator shall issue any necessary IRS 1099 form statements to PAGA Aggrieved
24 Employees for their respective PAGA Settlement Payments. PAGA Aggrieved Employees shall be
25 solely responsible for paying all other applicable taxes on their respective PAGA Settlement Payments
26 and shall indemnify and hold harmless Cross-Defendants and the Released Parties from any claim or
27 liability for taxes, penalties, or interest arising as a result of PAGA Settlement Payments.
28

1 **5.5.5. Distributing the PAGA Settlement Payment to Class Members who**
2 **Do Not Request Exclusion from the Settlement.** For Class Members who do not request exclusion,
3 the Settlement Administrator shall add the Participating Settlement Class Member's PAGA Settlement
4 Payment to the Class Member's Individual Settlement Payment, and shall issue the Participating
5 Settlement Class Member a single check with both payments.

6 **5.5.6. Distributing the PAGA Settlement Payment to Class Members Who**
7 **Request Exclusion From the Settlement.** For Class Members who submit a Request for Exclusion, the
8 Settlement Administrator shall issue the Class Member a check only for that Class Member's PAGA
9 Settlement Payment. The Settlement Administrator shall issue the PAGA Settlement Payments on the
10 same timeline as outlined in Section 5.5.8 for the Individual Settlement Payments, below.

11 **5.5.7. Calculation of Individual Settlement Payment.** For their Individual
12 Settlement Payment, each Participating Settlement Class Member will be eligible to receive a portion of
13 the Net Settlement Amount based on the following formula:

14 The Individual Settlement Payment to a Participating Settlement Class Member will be
15 calculated by dividing the number of Eligible Workweeks attributed to the Participating
16 Settlement Class Member by all Eligible Workweeks attributed to members of the
17 Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula
18 for a Class Member is: Individual's Eligible Workweeks ÷ total Participating Settlement
19 Class Eligible Workweeks * (Net Settlement Amount).

20 Cross-Defendants' time records will be used to calculate the number of Eligible Workweeks
21 worked for each Class Member as set forth in Section 1.15 for purposes of calculating Individual
22 Settlement Payments. The Class Notice will include information for each Class Member showing how
23 much the individual Class Member is expected to receive based on this formula and their number of
24 Eligible Shifts. The Class Notice will also provide the Class Members an opportunity to dispute the
25 number of Eligible Workweeks indicated on the Class Notice. Such dispute must be made no later than
26 the Response Deadline (i.e., sixty days after the mailing of the Class Notices, or 10 days from the date of
27 any re-mailed Class Notice, whichever is later). Class Counsel and Cross-Defendants' will review
28 Cross-Defendants' records and any documentation provided by the Class Member and meet and confer
in good faith to determine the correct number of Eligible Workweeks. If Class Counsel and Cross-
Defendants' counsel are unable to agree, the Settlement Administrator will resolve the dispute. To the

1 extent any Class Member’s Eligible Workweeks are changed, all Settlement Class Members’ Individual
2 Settlement Payments shall be recalculated using the adjusted number of Eligible Workweeks.

3 **5.5.8. Distribution of the Net Settlement Amount.** The Settlement
4 Administrator shall issue checks to Class Members for their respective Individual Settlement Payments
5 and PAGA Payments no later than ten (10) days after the Funding Date. Any Settlement Class Member
6 who submits a Request for Exclusion shall receive a check for the Class Member’s respective share of
7 the PAGA Allocation.

8 **5.5.9. Uncashed Checks.** Any settlement payment checks that are not cashed
9 within one-hundred-eighty (180) calendar days from the date of the mailing of the checks shall be
10 cancelled. Said cancellation shall not affect the validity of the Release of claims provided for herein and
11 the Participating Settlement Class Member shall be deemed to, nevertheless, be bound by the Release of
12 claims provided herein. As soon as practicable after the 180-day check cashing period, but no later than
13 forty-five (45) calendar days following the 180-day period, the Settlement Administrator shall prepare
14 for the Parties a Final Report—a document summarizing relevant events to date and advising the total
15 dollar amount paid to Participating Settlement Class Members, the status of any uncashed checks, and
16 any amount remaining in the QSF. After one-hundred and eighty (180) days of issuance, funds from
17 undeposited checks will be held by the Settlement Administrator; if the Participating Settlement Class
18 Member to whom the undeposited check is issued does not contact the Settlement Administrator
19 concerning his or her settlement payment within one-hundred and eighty (180) days of the final
20 distribution, including if a Settlement Payment is returned undeliverable and a valid mailing address
21 cannot be ascertained, the Participating Settlement Class Member’s claim amount that has remained
22 uncashed or undistributed as of that time, shall be distributed to the State Controller’s Office in
23 accordance with the Unclaimed Property statutes and regulations of the State of California (*see* Cal. Civ.
24 Proc. Code § 1501 *et seq.*). The identity of the Class Member to whom any undeliverable or uncashed
25 check belongs shall be subject to approval by the Court. The Parties agree that this disposition results in
26 no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount
27 will be paid out to Class Members, whether or not all Class Members cash their settlement checks.
28

1 **5.5.10. Tax Allocation of Individual Settlement Payments.** Twenty percent
2 (20%) of each Participating Class Member’s Individual Settlement Payment shall be allocated towards
3 wages, and the remaining eighty percent (80%) shall be allocated to penalties and interest. These
4 allocations represent the Parties’ good faith allocation based on the claims asserted and potential
5 damages related to wages, liquidated damages, interest and penalties. In accordance with law, the
6 Settlement Administrator will make required tax withholdings from each Individual Settlement Payment
7 on the portion designated as wages and will remit the withholding to the appropriate taxing authorities.
8 The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to Class
9 Members for their respective Individual Settlement Payments and any separate PAGA Settlement
10 Payments. Settlement Class Members shall be solely responsible for paying all other applicable taxes on
11 their respective Individual Settlement Payments. The Court’s approval of the allocation of Individual
12 Settlement Payments set forth above is not a material term of this Agreement. If the Court does not
13 approve or approves a different allocation, then the other terms of this Agreement shall still remain in
14 effect.

15 **5.6. Funding of Gross Settlement Amount (“Funding Date”).** Within fifteen (15)
16 calendar days after the Effective Date, or by May 20, 2023, whichever is later, Cross-Defendants will
17 deposit the Gross Settlement Amount, plus the employer’s share of payroll taxes, into the QSF
18 established by the Settlement Administrator (“Funding Date”).

19 **5.7. Increase in Settlement.** In the event the total workweeks worked by the Class
20 Members during the Class Period are in excess of 25,000, Cross-Defendants will be required to pay for
21 the additional workweeks in excess of 25,000 on a pro rata basis, up through the last day of the Class
22 Period, pursuant to section 1.18, above.

23 **6. RELEASES**

24 **6.1. Releases by Cross-Complainant and Settlement Class Members.** By operation
25 of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates,
26 upon the date that Defendant has fully funded the Gross Settlement Amount, Cross-Complainant and
27 each Settlement Class Member who does not opt out of the Settlement shall fully release the Released
28 Parties from all claims alleged or arising out of the allegations in the operative cross-complaint for

1 members of the Class that were or could have been recovered during the Class Period (November 9,
2 2016 through May 1, 2022). The released claims include unpaid overtime, meal period violations, rest
3 break violations, failure to reimburse, unpaid wages, off the clock work, wage statement violations,
4 failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and
5 failure to pay all wages due upon termination, and all other provisions of the labor code alleged in the
6 operative cross-complaint or arising out of the factual allegations in the operative cross-complaint.

7 **6.2. Release by PAGA Aggrieved Employees.** By operation of the entry of the Final
8 Approval Order and Judgment, and except as to rights this Agreement creates, upon the date that
9 Defendant has fully funded the Gross Settlement Amount, the PAGA Aggrieved Employees and the the
10 State of California shall be deemed to have released all claims under the Labor Code Private Attorneys
11 General Act for civil penalties for members of the PAGA Group that were or could have been recovered
12 during the PAGA Period (November 9, 2019 through May 1, 2022) alleged in the operative cross-
13 complaint. The released claims include PAGA penalties for unpaid overtime, meal period violations,
14 rest break violations, failure to reimburse, unpaid wages, off the clock work, wage statement violations,
15 failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and
16 failure to pay all wages due upon termination, California Labor Code section 2698 et seq., Labor Code
17 sections 200-204, 210, 212, 218.5, 218.6, 221, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 246, 510,
18 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5.

19 **6.3. Additional Release by Class Representative.** The Class Representative also
20 generally releases any and all claims of any kind or description, known or unknown, against each
21 Released Party. This general release includes but it not limited to claims arising from the Class
22 Representative's relationship with Cross-Defendants, whether known or unknown, all claims arising
23 from and relating to Cross-Complainant's employment for Cross-Defendants or separation thereof,
24 including, but not limited to claims for breach of contract, breach of the covenant of good faith and fair
25 dealing, violation of public policy, infliction of emotional distress, misrepresentation, fraud, negligent
26 retention/supervision, assault/battery, claims under the Fair Credit Reporting Act, under Title VII of the
27 Civil Rights Act, under the California Fair Employment and Housing Act, under the California Labor
28 Code, California Wage Orders, under the Age Discrimination and Employment Act, the Employee

1 Retirement Income Security Act of 1974, under the California Business and Professions Code, or under
2 the California Constitution. This general release by the Class Representative also includes a waiver of
3 rights under California Civil Code Section 1542, which states:

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.

8 This release from the Class Representative is only effective upon the Court granting final
9 approval of the settlement and only applies to claims that may be released as a matter of law.

10 **6.4. Inadmissibility of Settlement Documents.** The Parties agree that this
11 Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or
12 proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent
13 permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis
14 for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

15 **6.5. Cross-Defendants' Release and Dismissal.** Cross-Defendants agree to release
16 Cross-Complainant of all claims alleged or arising out of the facts alleged in the Cross-Defendants'
17 initial complaint. Within ten (10) days from the Effective Date, Cross-Defendants shall dismiss all
18 claims against Cross-Complainant with prejudice.

19 **7. SETTLEMENT APPROVAL PROCEDURE**

20 **7.1. Preliminary Approval.** Cross-Complainant shall submit to the Court a Motion
21 for Preliminary Approval of Class and Collective Action Settlement. This motion shall seek an order to
22 preliminarily approve this Agreement according to the terms in this Agreement and provide for the
23 Notice of Class Action Settlement to be sent to Class Members as specified in this Agreement,
24 substantially in the form attached hereto as Exhibit A, and the Request for Exclusion Form substantially
25 in the form attached hereto as Exhibit B. This motion shall include the bases for demonstrating that
26 settlement amounts are reasonable in light of the facts and controlling authorities pertaining to the
27 claims alleged. The motion shall also be accompanied by a declaration of Class Counsel discussing the
28 risks of continued litigation and the decision that the best interests of the Class Members are served by

1 the terms of this Agreement. Cross-Defendants' counsel shall have the opportunity to review and
2 comment on a draft of the motion before it is filed.

3 **7.2. Final Approval.** Cross-Complainant shall submit to the Court a Motion for Final
4 Approval Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the
5 terms to be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the
6 terms of the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this
7 Agreement and the Court's orders. Cross-Defendants' counsel shall have the opportunity to review and
8 comment on a draft of the motion before it is filed.

9 **7.3. Motion for Class Counsel Payment.** Along with the Motion for Final Approval,
10 Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the amount
11 of (a) up to one-third of the Gross Settlement Amount, and (b) litigation costs actually incurred in
12 representing the interests of the Class, supported by adequate documentation, in an amount not to exceed
13 Twenty Thousand Dollars and No Cents (\$20,000).

14 **7.4. Motion for Class Representative Incentive Award.** Along with the Motion for
15 Final Approval, Class Counsel may file a motion for Court approval of a Class Representative Incentive
16 Award in the amount of up to \$10,000.

17 **7.5. Timing of Judgment.** After the Final Approval Order, Cross-Complainant shall
18 request that the Court enter Judgment in accordance with this Agreement in the Action, without further
19 fees or costs. Notice of Entry of the Judgment may be served on the Settlement Class by posting on the
20 Claims Administrator website.

21 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
22 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel (except as
23 provided herein) hereby waive any right to appeal any judgment, ruling, or order in the Action,
24 including, without limitation, any Final Approval Order and any Judgment in the Action, except as
25 otherwise provided herein. This waiver includes all rights to any post-judgment proceeding and
26 appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial,
27 and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is
28 entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate

1 proceedings, or post-judgment proceedings. Class Counsel retains the right to appeal a Class Counsel
2 Payment of less than the amount specified in Section 5.3 above.

3 **7.7.** Plaintiff shall comply with the procedures for submitting settlement-related
4 documents to the California Labor and Workforce Development Agency (“LWDA”) as set forth in
5 California Labor Code §2699(1), including by submitting to the LWDA a copy of the proposed
6 Settlement Agreement and any amended version(s) thereof).

7 **8. MISCELLANEOUS**

8 **8.1. No Tax Advice.** Neither Class Counsel nor Cross-Defendants’ counsel intend
9 anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall
10 anything in this Agreement be relied upon as such within the meaning of United States Treasury
11 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

12 **8.2. No Impact on Employee Benefits.** No payment made under this Agreement
13 shall be considered as compensation or hours worked or hours paid for purposes of determining
14 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
15 purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as
16 defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1002(3).
17 The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock
18 appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization,
19 insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or
20 policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

21 **8.3. Parties’ Authority.** The signatories hereto represent that they are fully
22 authorized to bind the Parties to all the term of this Agreement. The Parties agree that Class Members
23 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
24 This Agreement may be executed on behalf of Class Members by a Class Representative and by Class
25 Counsel.

26 **8.4. Entire Agreement.** This Agreement, which includes its Definitions, Recitals,
27 and all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
28 prior and contemporaneous negotiations and understandings between the Parties.

1 **8.5. Counterparts.** This Agreement may be executed in counterparts, and each
2 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
3 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
4 and effective as to all Parties.

5 **8.6. Facsimile, Electronic or Scanned Signatures.** A Party may sign and deliver this
6 Agreement by signing on the designated signature block and transmitting that signature page via
7 facsimile, via electronic signature, or as an attachment to an email to counsel for the other Party. Any
8 such signature shall be deemed an original for purposes of this Agreement and shall be binding upon the
9 Party who transmits the signature page.

10 **8.7. Construction.** Each Party participated jointly in the drafting of this Agreement,
11 and its terms are not intended to be, and shall not be, construed against any party by virtue of
12 draftsmanship.

13 **8.7.1. Exhibits Incorporated by Reference.** This Agreement includes the
14 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

15 **8.7.2. Headings.** The headings within this Agreement appear for convenience of
16 reference only and shall have no effect upon the construction or interpretation of any part of this
17 Agreement.

18 **8.7.3. Invalidity of Any Provision.** Before declaring any provision of this
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible so as to render all provisions of this Agreement enforceable.

21 **8.8. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
22 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
23 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
24 Administrative Costs.

25 **8.9. No Prior Assignments or Undisclosed Liens.** The Class Representative
26 represents that he have not assigned, transferred, conveyed, or otherwise disposed of any Released
27 Claim, and Class Counsel represent that they have no assigned, transferred, conveyed, or otherwise
28 disposed of claim to attorneys' fees and costs award to be paid under this Agreement. The Class

1 Representative and the Class Counsel further represent and warrant that there are not any liens or claims
2 against any amount that Defendant is to pay under this Agreement. The Class Representative and Class
3 Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses,
4 claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of
5 these representations or from any lien or assignment.

6 **8.10. Waiver of Right to Request Exclusion by Class Representative.** The Class
7 Representative, by signing this Agreement, agrees not to request exclusion from the settlement. The
8 Class Representative, by signing this Agreement, further represent that he has no objection to the terms
9 of the Agreement and he believes the terms to be fair, reasonable and adequate.

10 **8.11. Publicity.** Neither Cross-Complainant nor Class Counsel shall cause to be
11 publicized any discussion resulting in or the existence of this Agreement or its terms in any type of mass
12 media, including, but not limited to, speeches, press conferences, press releases, interviews, television or
13 radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter or any
14 other social media. This provision does not apply to any publications ordered by the Court. Nothing in
15 this agreement is intended to limit Cross-Complainant of Class Counsel's ability to answer questions
16 and help administer the terms of the settlement. Nothing in this Agreement is intended to preclude
17 Cross-Complainant's attorneys from listing or referring to this settlement on their respective firm
18 websites, where they are authorized to state the name of the case, the settlement amount, and the claims
19 asserted, and can post copies of any court filings associated with the litigation.

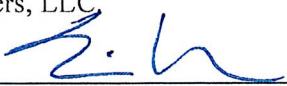
20 **8.12. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
21 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
22 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
23 the consent of all Parties.

24 **8.13. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
25 first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
26 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator,
27 and all parties will bear their own fees and costs.
28

1 **8.14. Governing Law.** All terms of this Agreement shall be governed by and
2 interpreted according to substantive California law, i.e., without applying its choice of law provisions.

3
4 Defendant California Unified Service
Providers, LLC

Behavioral CUSP, LLC

5 By: 

By: 

6
7 Its: Eric Maier, CEO

Its: Eric Maier, CEO

8 DATE: 12/06/2023

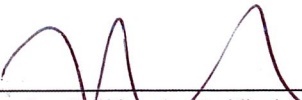
DATE: 12/06/2023

9
10
11 _____
Jordan Bray

12 DATE: _____

13
14
15 Approved as to form:

Approved as to form:

16 
17
18 Attorneys for California Unified Service
Providers, LLC and Behavioral CUSP, LLC.

Attorneys for Jordan Bray, the Putative
Class and Aggrieved Employees

19
20 DATE: 12/6/23

DATE: _____

1 **8.14. Governing Law.** All terms of this Agreement shall be governed by and
2 interpreted according to substantive California law, i.e., without applying its choice of law provisions.

3
4 Defendant California Unified Service
Providers, LLC.

Behavioral CUSP, LLC

5 By: _____

By: _____

6
7 Its: _____

Its: _____

8 DATE: _____

DATE: _____

9
10
11 
Jordan Bray (Dec 12, 2023 11:11 PST)

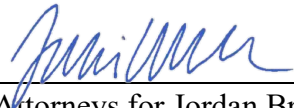
Jordan Bray

DATE: Dec 12, 2023

12
13
14
15 Approved as to form:

Approved as to form:

16
17 _____
18 Attorneys for California Unified Service
Providers, LLC and Behavioral CUSP, LLC.

19 
20 _____
Attorneys for Jordan Bray, the Putative
Class and Aggrieved Employees

21
22
23
24
25
26
27
28 DATE: _____

DATE: 12/12/2023