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25 all others similarly situated

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **COUNTY OF SACRAMENTO**

28 NICHOLE VERONIE, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

POINT QUEST, INC.; POINT QUEST,
EDUCATION, INC.; and DOES 1 through
100, inclusive

Defendants.

Case No. 34-2019-00255123

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Exh A: Notice of Class Action Settlement
Exh B: Change of Address Form
Exh C: Proposed Preliminary Approval
Order

Complaint filed: April 24, 2019
Trial date: Not set

{SF138430.DOCX;}

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JOINT STIPULATION OF
CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between NICHOLE VERONIE (“Veronie” or “Plaintiff”) on the one hand, individually and on behalf of all others similarly situated, and POINT QUEST, INC.; POINT QUEST, EDUCATION, INC (“Defendant”), on the other hand, (collectively, the “Parties”), who are subject to the terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

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

1. “Action” means the civil action pending in the Superior Court of Sacramento County, titled NICHOLE VERONIE v. POINT QUEST, INC.; POINT QUEST, EDUCATION, INC., Case No. 34-2019-00255123.

2. “Class Counsel” means COHELAN KHOURY & SINGER, CLAYEO C. ARNOLD, A PROFESSION LAW CORPORATION, and the DARREN GUEZ LAW FIRM.

3. “Class Counsel Fees and Costs” means Class Counsels’ attorneys’ fees, and litigation costs and expenses approved by the Court for prosecution and resolution of the Action, and all costs incurred and to be incurred in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts. Class Counsel will jointly request attorneys’ fees not to exceed Thirty-Three and one-third percent (33.33%) of the Gross Settlement Amount, up to \$108,322.50, and reasonable litigation costs and expenses including the mediator’s fees, etc., not to exceed \$12,000. Defendant has agreed not to

1 oppose this request for Class Counsel Fees and Costs. Any portion of the Class Counsel Fees
2 and Costs not awarded will remain with the Gross Settlement Amount to be distributed pursuant
3 to the terms of this Agreement.

4 4. "Class Data List" means a complete list of all Class Members that Defendant will
5 diligently and in good faith compile from their records and provide to the Settlement
6 Administrator after the Court's entry of an Order Granting Preliminary Approval of this
7 Settlement. The Class Data List will be formatted in Microsoft Office Excel and be ready to be
8 used by the Administrator. The Class Data List will include, to the extent available to Defendant,
9 for each Class Member: full name; most recent mailing address and telephone number; social
10 security number; dates of employment, number of Individual Work Weeks worked during the
11 Class Period, and number of Pay Periods worked during the PAGA Period. The Parties agree to
12 work with the Settlement Administrator to provide updated mailing addresses for Class
13 Members.

14 5. "Class Member(s)" or "Settlement Class" means all current and former hourly
15 non-exempt behavioral aides, however titled, employed by Defendant in the State of California
16 at any time during the period from April 24, 2015 through the earliest of July 4, 2021 (60-days
17 from May 5, 2021) or the date of preliminary approval (the "Class" or "Settlement Class"), but
18 excluding those former employees who have previously reached an individual settlement with
19 Defendant that is a full general release of all claims. There are an estimated 1,180 Class Members
20 who worked approximately 45,000 Work Weeks (or an estimated 167,398 shifts) during the Class
21 Period. Provided that the motion for class certification is filed no later than July 4, 2021, the
22 Parties agree that should the number of class members be greater than 10% of that represented at
23 mediation, the Gross Settlement Amount shall be increased proportionately as if the number of
24 Class Members had remained the same. This provision may be adjusted to shift counts, work
25 weeks or number of employees to best reflect the data provided and so as to effectuate the intent
26 of the Parties to not have the Class Member or number of shifts/workweeks expand beyond that
27 anticipated at the time of mediation. No adjustment shall be made to the extent that the increase
28 in the number of Class Members is due to behavior aides who are first hired by Defendant on or

1 after May 5, 2021.

2 6. "Class Period" means the period from April 24, 2015 through the earliest of July
3 4, 2021 (60-days from May 5, 2021) or the date of preliminary approval.

4 7. "Class Representative Service Payment" means the amount to be paid from the
5 Gross Settlement Amount to the named Plaintiff in exchange for a general release of claims
6 against Defendant, and in recognition of her efforts, risks and burdens in prosecuting the Action
7 on behalf of Class Members, and for the benefits obtained for them. Plaintiff will request, and
8 Defendant will not oppose, Plaintiff's application to the Court for Service Payments of up to
9 \$10,000 to Plaintiff Nichole Veronie. Any portion of the Class Representative Service Payment
10 not awarded to Plaintiff will remain with the Gross Settlement Amount for distribution pursuant
11 to the terms of the Settlement.

12 8. "Court" means the Superior Court for the County of Sacramento.

13 9. "Effective Date" means the date when the Final Approval Order becomes final.
14 For purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur
15 of the following: (a) if there are no objections to the Settlement, the date the Court enters an order
16 granting final approval of the Settlement; or (b) if there are objections to the Settlement, and if
17 an appeal, review, or writ is not sought from the Final Approval Order, the day after the time
18 period to appeal the Settlement has expired. Assuming no objection or appeal, "Effective Date"
19 shall be 65-days after Final Approval Order entered.

20 10. "Gross Settlement Amount" means the maximum settlement amount of
21 \$325,000.00 to be paid by Defendant in full satisfaction of all claims arising from the Action,
22 which amount includes all Individual Settlement Payments to Participating Class Members, the
23 Class Representative Service Payment to the named Plaintiff, Settlement Administration
24 Expenses to a reputable third party administrator (counsel contemplates either ILYM or CPT
25 Group, Inc.), PAGA Payment to the Labor Workforce Development Agency ("LWDA"), and
26 Class Counsels' Attorneys' Fees and Costs. Defendant will not be liable for payment of any
27 amounts other than the Gross Settlement Amount in settlement of the Action, **except for** the
28 employer-sided payroll taxes on that portion of the Individual Settlement Payments attributed to

1 wages, which Defendant will be responsible to remit to the Settlement Administrator for
2 remission to the appropriate taxing authorities.

3 11. "Individual Settlement Payment" means the proportionate share of the Net
4 Settlement Amount to be distributed to each Participating Class Member based on the number of
5 Work Weeks worked during the Class Period in relation to the number of Work Weeks worked
6 by all Participating Class Members during the Class Period. The Individual Settlement Payment
7 will include a proportionate share of the PAGA Payment allocated to the Aggrieved Employees
8 based on the number of Pay Periods worked during the PAGA Period.

9 12. "Net Settlement Amount" means the sum remaining following Court-approved
10 deductions from the Gross Settlement Amount for Class Counsels' Fees and Costs, the Class
11 Representative Service Payment, PAGA Payment, and Settlement Administration Expenses. The
12 Net Settlement Amount will be distributed entirely on a proportionate basis to Participating Class
13 Members using their number of Work Weeks worked during the Class Period and their number
14 of Pay Periods worked during the PAGA Period.

15 13. "Notice of Class Action Settlement" or "Class Notice", refers to the Notice of
16 Class Action Settlement, in a form substantially similar to Exhibit "A", attached to this
17 Agreement. The Class Notice provides information regarding the nature of the Action, and the
18 claims alleged; (2) a summary of the Settlement's principal terms; (3) the Class definition, (4)
19 individualized information regarding the number of Work Weeks worked during the Class
20 Period, and the number of Pay Periods worked during the PAGA Period; (5) the formula for
21 calculating Individual Settlement Payments; and the estimated amount of each individual's
22 Individual Settlement Payment; (6) instructions on how to submit a timely and valid Request for
23 Exclusion or Objection and the deadlines to do so; (7) instructions on how to dispute the
24 information on which their Individual Settlement Payment will be calculated, and the deadline
25 to do so; (8) the claims to be released; and (9) how to obtain additional information, and other
26 relevant information.

27 14. "Notice of Objection" or "Objection" means a Class Member's valid and timely
28 written objection as to any term of the Settlement Agreement returned to the Administrator.

1 15. “Notice Packet” means the Notice of Class Action Settlement, Change of Address
2 form, attached here as Exhibit B, and pre-printed return envelope to be mailed to all Class
3 Members following Preliminary Approval of this Settlement, pursuant to the terms of this
4 Agreement.

5 16. “PAGA Members” are defined as those members of the Class employed by
6 Defendant in California any time during the PAGA Period. There are an estimated 787 PAGA
7 Members who had worked approximately 5,416 Pay Periods during the PAGA Period.

8 17. “PAGA Payment” is the amount allocated as civil penalties recoverable under the
9 Private Attorneys General Act of 2004 Labor Code §2699, (“PAGA”) for Labor Code violations.
10 From the Gross Settlement Amount, \$10,000 has been allocated as the PAGA Payment. Pursuant
11 to the PAGA, Labor Code § 2699(i), 75% of the PAGA Payment, \$7,500, will be paid to the
12 California Labor and Workforce Development Agency (“LWDA”), and the remaining 25%,
13 \$2,500.00, will be distributed on a proportional basis to the PAGA Members according to the
14 number of Pay Periods each worked during the PAGA Period.

15 18. “PAGA Period” means the period from April 24, 2018 to December 9, 2018, and
16 from January 2, 2021, to the earliest of either July 4, 2021 (60-days from May 5, 2021) or the
17 date of preliminary approval. The gap in the PAGA Period reflects the fact that on March 10,
18 2021, Judge Stephen Kaus of the Superior Court of California, County of Alameda, entered an
19 Order approving settlement in another PAGA action, *Villanueva v. Point Quest*, Case No.
20 RG20062255, which covered PAGA claims on behalf of the PAGA Members against Defendant
21 for the period from December 10, 2018 through December 31, 2020.

22 19. “Participating Class Members” means all Class Members who do not return to the
23 Administrator valid and timely Requests for Exclusion.

24 20. “Preliminary Approval” means the Court Order Granting Preliminary Approval
25 of this Settlement Agreement, in a form substantially similar to Exhibit “C”.

26 21. “Released Claims” means all claims, rights, demands, liabilities, penalties, fines,
27 debts and causes of action of every nature and description, under state, federal, and local law,
28 whether known or unknown, arising from the claims and factual predicates pled in the Plaintiffs’

1 complaints filed in the Action or that could have been pled based on the factual allegations in the
2 Plaintiffs' original Complaint or in the Operative First Amended Class Action Complaint,
3 including but not limited to claims for unpaid wages, including any theory of unpaid minimum
4 wages, meal and rest period premiums, unpaid expense reimbursements, waiting time penalties,
5 itemized wage statements, wages for unpaid time, other civil or statutory penalties and any claim
6 based on California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512,
7 1174(d) 1194, 1194.2, 1197, 2699 et seq., the Private Attorneys General Act of 2004, California
8 Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission
9 (IWC) Wage Orders, including 4-2001, Business & Professions Code section 17200-17208 or
10 any related damages, penalties, restitution, equitable or injunctive relief, disgorgement, interest
11 or attorneys' fees for the period from April 24, 2015 through the earliest of July 4, 2021 (60-days
12 from May 5, 2021) or the date of preliminary approval. Such release shall be a full release of all
13 such claims known or unknown as against Released Parties as defined below, with a waiver and
14 relinquishment of all rights and benefits of California Civil Code section 1542. Class Members
15 and PAGA Members will receive the Class Notice and an opportunity to consult Class Counsel
16 and be advised on the waiver of section 1542, and will have an opportunity to opt out.

17 22. "Released Parties" means each Defendant and each of their current and former
18 and present parents, holding companies, subsidiaries and affiliated companies and entities and
19 their current, former and future officers, directors, members, managers, employees, consultants,
20 partners, parents, affiliates, subsidiaries, shareholders, attorneys, trustees, insurers,
21 representatives, joint venturers and agents, any predecessors, successors, assigns, or legal
22 representatives and any individual or entity who or which could be jointly liable with Defendant
23 and all persons or entities acting by, through, under, or in concert with, any of them.

24 23. "Request for Exclusion" means a letter submitted by a Class Member to the
25 Administrator indicating a request to be excluded from the Settlement. The Request for Exclusion
26 must: (a) set forth the name, address, telephone number and last four digits of the Social Security
27 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
28 returned by mail, postmarked, or fax stamped on or before the Response Deadline; and (d) clearly

1 state that the Class Member does not wish to be included in the Settlement as more fully set forth
2 in the Class Notice, and understand that by requesting exclusion, they will not receive an
3 Individual Settlement Payment. The date of the fax-stamp or postmark will be the exclusive
4 means to determine whether a Request for Exclusion has been timely submitted.

5 24. "Response Deadline" means the deadline by which Class Members must
6 postmark or fax-stamp Requests for Exclusion, and Notices of Objections. The Response
7 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the
8 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case
9 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
10 The Response Deadline for Requests for Exclusion will be extended fifteen (15) calendar days
11 for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator in
12 accordance with the notice procedure described in Paragraphs 44 through 48 of this Settlement
13 Agreement, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
14 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
15 Deadline may also be extended by express agreement between Class Counsel and Defendant.

16 25. "Settlement Administration Expenses" means the costs payable to the Settlement
17 Administrator for administering this Settlement pursuant to its terms. Settlement Administration
18 expenses are not to exceed [\$20,000]. Duties and responsibilities of the Settlement Administrator
19 include, but not limited to, establishing a post office box, toll-free number, and toll-free facsimile
20 number for the return of Class Member communications, formatting, printing, distributing
21 (including with appropriate postage) Notice Packets to Class Members, and tracking undelivered
22 Notice Packets, conducting a National Change of Address search of the U.S. Post Office database
23 to update Class Member addresses prior to the initial mailing of the Notice Packets, skip tracing
24 Notice Packets returned as undeliverable using the Class Member's social security number;
25 providing weekly status reports; calculating estimated Individual Settlement Payments, and
26 inserting such amount in the individualized Notices of Class Action Settlement. Subject to final
27 Court approval and the Effective Date of settlement, the Administrator will also be responsible
28 for establishing and administering a qualified settlement fund account, issuing IRS Forms 1099

1 and W-2, tax reporting, distributing the Individual Settlement Payments, PAGA Payment, Class
2 Representative Service Payments, and Class Counsel Fees and Costs, and providing necessary
3 certification of completion of notice, reports and declarations, and other responsibilities set forth
4 in this Settlement Agreement and as requested by the Parties, and the Court.

5 26. "Settlement Administrator" or "Administrator" means ILYM, CPT Group, Inc.,
6 or any other reputable third-party class action settlement administrator agreed to by the Parties
7 and approved by the Court for the purposes of administering this Settlement. The Parties each
8 represent that they do not have any financial interest in the Settlement Administrator or otherwise
9 have a relationship with the Settlement Administrator that could create a conflict of interest. The
10 Parties will seek agreement from the Settlement Administrator to defend, indemnify, and hold
11 the Parties harmless for any disclosure, breach of privacy or security of Class Member data under
12 Settlement Administrator's control, possession, or management.

13 27. "Work Weeks" are defined as seven consecutive calendar days beginning on
14 Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. A Class Member is deemed to have
15 worked during a "Work Week" if such Class Member worked for Defendant at least one (1) shift
16 during a given Work Week.

17 **TERMS OF AGREEMENT**

18 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agrees as
19 follows, for purposes of settlement only:

20 28. Proportionate Increase of Gross Settlement Amount. As relevant, the Parties
21 attended an arms'-length mediation on May 5, 2021 with Jill Sperber, Esq. and came to a global
22 maximum settlement agreement in the amount of \$325,000.00 with the intent of releasing
23 Released Claims for Class Members and PAGA Members to July 4, 2021 (60 days from May 5,
24 2021) or the date of preliminary approval of the class and PAGA settlement, whichever is earlier.

25 29. For purposes of this Agreement, Defendant has agreed to pay a Gross Settlement
26 Amount of \$325,000.00 to resolve claims of approximately 1,180 Class Members and their
27 estimated 45,000 Work Weeks for the period through the earlier of July 4, 2021 (60-days from
28 May 5, 2021) or the date of preliminary approval is granted. Of these Class Members, there are

1 approximately 627 PAGA Members who worked an aggregate estimated 5,416 Pay Periods
2 during the during the PAGA Period, from April 24, 2018 to December 9, 2018, and from January
3 2, 2021, to the earliest of either July 4, 2021 (60-days from May 5, 2021) or the date of
4 preliminary approval.

5 30. Impact of Any Court Determination Not to Enter Final Approval Order or
6 Rescission by Defendant. In the event that the Court does not enter a Final Approval Order, or
7 Defendant elects to rescind the Settlement Agreement as set forth below, and this Settlement
8 Agreement does not become effective, the following will occur:

9 a. the status of each of the respective parties, both Plaintiff and Defendants
10 will be deemed to return to their status at the time immediately prior to the filing of the Notice
11 of Settlement and as if the Parties had never executed this Settlement Agreement;

12 b. each Party will be responsible for one-half of the Settlement
13 Administrator's costs associated with administration of the settlement up to that point; and

14 c. To the extent required by the Court or otherwise necessary, Plaintiff will
15 take all necessary steps to give effect to subparagraph a. and b. above.

16 31. Funding of the Gross Settlement Amount. Within ten (10) business days of the
17 Effective Date, Defendant shall transmit, at their option, at least 50% of the Gross Settlement
18 Amount, (\$162,500.00) to the Settlement Administrator who will establish a qualified settlement
19 account and/or an approved escrow account for distribution of the Court-ordered payments
20 pursuant to the terms of this Agreement. The Settlement Administrator shall hold funds for
21 distribution until the remaining 50% of the Gross Settlement Amount (\$162,500) is paid by
22 Defendant and which shall be done no later than 180-days after notice of entry of the Order
23 granting final approval of the settlement. Defendant may elect to pay sooner, and in such case,
24 the administrator will distribute funds as allocated by the final order and judgment approving the
25 settlement, within 15 days after receipt of the total Gross Settlement Amount of \$325,000.00.

26 32. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
27 application or motion by Class Counsel for Class Counsel Fees in an amount of up to 33% of the
28 Gross Settlement Amount, plus the reimbursement of costs and expenses associated with Class

1 Counsel's litigation and settlement of the Action, not to exceed \$12,000. In consideration of Class
2 Counsels' Fees and Costs, Class Counsel waive any and all claims to any further attorneys' fees
3 and expenses in connection with the Action.

4 33. Net Settlement Amount. Following deduction of all Court-approved payments
5 from the Gross Settlement Amount, the remaining sum, the Net Settlement Amount will be
6 distributed entirely on a proportional basis to Participating Class Members ("Individual
7 Settlement Payment").

8 34. Individual Settlement Payment Calculations. Each Participating Class Member
9 will receive an Individual Settlement Payment, which is a pro-rata share of the Net Settlement
10 Amount based on the Participating Class Member's aggregate number of Work Weeks worked
11 during the Class Period, and the number of Pay Periods worked during the PAGA Period. The
12 Individual Settlement Payment will be calculated by setting the Participating Class Member's
13 Individual Workweeks as a ratio of the aggregate number of Work Weeks worked by all Class
14 Members during the Class Period ("Class Workweeks") and then multiplying that ratio by the
15 Net Settlement Amount. The formula is as follows: Jane Doe Settlement Payment = ((Jane Doe
16 Individual Workweeks / Class Workweeks) x Net Settlement Amount) + (Jane Doe Pay Periods
17 / PAGA Pay Periods) x \$2,500)). The Parties agree that the formula for allocating the Individual
18 Settlement Payments to Participating Class Members is reasonable and designed to provide a fair
19 distribution based on tenure of employment with Defendant. The Individual Settlement
20 Payments will be reduced by withholding and taxes as set forth in this Settlement Agreement.

21 35. Treatment of Individual Settlement Payments. The portion of Individual
22 Settlement Payments not attributable to the PAGA Payment will be allocated 20% for the
23 settlement of wage claims and subject to withholdings and taxes and issuance of an IRS W-2
24 Form, and the remaining 80%, plus the prorate share of the PAGA Payment, will be allocated to
25 the settlement of claims as nontaxable statutory penalties and/or interest under the California
26 Labor Code, for which IRS Forms 1099 will be issued by the Administrator.

27 36. No Credit Toward Benefit Plans/No Derivative Penalties. The Individual
28 Settlement Payments made under this Agreement, as well as any other payments made pursuant

1 to this Settlement Agreement, will not be utilized to calculate any additional benefits under any
2 benefit plans to which any Class Members may be eligible, including, but not limited to: profit-
3 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
4 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
5 Agreement will not affect any rights, contributions, or amounts to which any Class Members
6 may be entitled under any benefit plans. The payment of Individual Settlement Payments shall
7 not trigger any derivative penalties or required payments by Defendant to PAGA Members in
8 any way.

9 37. Released Claims. Upon the Effective Date, and except as to such rights of claims
10 as may be created by this Settlement, Plaintiffs and each Participating Class Member and PAGA
11 Member who has not returned to the Administrator a valid and timely Request for Exclusion,
12 shall fully release and discharge Defendant and Released Parties from the Released Claims.

13 38. Settlement Administration Process. The Parties agree to cooperate in the
14 administration of the Settlement and to make all reasonable efforts to control and minimize the
15 costs and expenses incurred in administration of the Settlement.

16 **DISTRIBUTION OF THE CLASS NOTICE**

17 39. Delivery of the Class Data List. Within thirty (30) days of Preliminary Approval,
18 Defendant will provide the Class Data List to the Settlement Administrator.

19 40. Confirmation of Contact Information in the Class Data List. Prior to mailing the
20 Notice Packet, including the Notice of Class Action Settlement, Change of Address form, and
21 pre-printed return envelope, the Administrator will perform a search of the National Change of
22 Address Database to update and correct for any known or identifiable address changes. All Notice
23 Packets returned to the Administrator as undeliverable on or before the Response Deadline will
24 be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the
25 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding
26 address is provided, the Administrator will promptly attempt to determine the correct address
27 using a skip-trace, or other search using the name, address and/or Social Security number of the
28 Class Member involved, and will then perform a single re-mailing. Those Class Members who

1 receive a re-mailed Notice Packet will have between the latter of (i) an additional fifteen calendar
2 (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion or to serve
3 an Objection to the Settlement. If it is determined the undelivered Notice Packet is associated
4 with a currently employed Class Member or PAGA Member, Defendant shall, upon notice by
5 the Settlement Administrator of any returned mailing, immediately take steps to obtain an
6 updated address and provide it to the Administrator for re-mailing of the Notice Packet. Upon
7 completion of these steps, Defendant and the Administrator will be deemed to have satisfied their
8 obligation to provide the Notice Packet to the affected Class Member. The affected Class
9 Member will nonetheless remain a member of the Class and will be bound by all the terms of the
10 Settlement and the Court's Final Approval Order and Judgment based thereon.

11 41. Notice Packets by First-Class U.S. Mail. Within ten (10) business days after
12 receiving the Class Data List from Defendant, the Administrator will mail a Notice Packet to
13 each Class Member via regular First-Class U.S. Mail.

14 42. Disputed Information. Any disputes regarding a Class Member's date of
15 employment, or the number of Work Weeks worked will be resolved and decided by the
16 Settlement Administrator based on Defendant's records which, for purposes of this Settlement
17 only, will be presumptively determinative, subject to rebuttal by competent evidence, in any
18 dispute over entitlement to payment, or over membership in the Class. Each Class Member's
19 dates of employment, number of Work Weeks worked during the Class Period, and number of
20 Pay Periods worked during the PAGA Period will be stated in the Class Member's individualized
21 Notice of Class Action Settlement. See, Exhibit "A". Any Class Member who disputes the
22 individualized data must notify the Settlement Administrator of the dispute in writing postmarked
23 or fax-stamped by the Response Deadline and submit all evidence relating to the dispute to the
24 Settlement Administrator at such time. If there is a dispute, the Administrator will within seven
25 (7) days after receipt of the dispute, but no later than ten (10) days after the Response Deadline,
26 make a determination based on the information provided by the Class Member and the
27 information provided by Defendant to the Settlement Administrator. The Administrator may
28 consult with Counsel for the Parties in reaching this determination. The Settlement Administrator

1 will give written notice to the Class Member and counsel for the Parties of its determination once
2 the determination has been reached. The Court shall have the authority to resolve any Class
3 Member disputes that remain unresolved after the Settlement Administrator has given written
4 notice of its determination.

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

10 44. Revocation of Settlement Agreement (by Defendant). If more than three and one-
11 half percent (3.5%) of Class Members submit timely and valid Requests for Exclusion, Defendant
12 may, at its election, rescind the Settlement and all actions taken in furtherance of it will be null
13 and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within
14 15 calendar days after the Settlement Administrator notifies the Parties of the total number of
15 Requests for Exclusion received by the Response Deadline.

16 45. Objections to the Settlement. To object to the Settlement, a Class Member must
17 return a valid and timely objection or Notice of Objection to the Administrator on or before the
18 Response Deadline. For the objection to be valid and timely, it must include: (i) the objector's
19 full name, address, and telephone number; (ii) a statement of all grounds for the objection (iii) a
20 statement whether the objector intends to appear at the Final Approval hearing; and (iv) and be
21 signed by the Class Member. It must also be returned to the Administrator postmarked or fax-
22 stamped on or before the Response Deadline. The Parties will be permitted to respond in writing
23 to such objections within the time period set by the Court. Class Members who do not file a
24 timely written objection and notice of intention to appear at the Final Approval hearing will be
25 deemed to have waived any and all objections and be foreclosed from making any objections,
26 whether as to any term of the Settlement, whether by appeal or otherwise, to the Agreement.
27 Class Members who file and serve timely Notices of Objection will have the right to appear at
28 the Final Approval Hearing to have their objections heard by the Court. At no time will any of

1 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
2 written objections to the Settlement Agreement or appeal from the Final Approval Order and
3 Judgment. Class Counsel will not represent any Class Members with respect to any such
4 objections to this Settlement.

5 46. Certification Reports By Settlement Administrator Regarding Individual
6 Settlement Payment Calculations. The Settlement Administrator will provide Defendant's
7 counsel and Class Counsel a weekly report which provides, among other things: (i) the number
8 of Class Members who submit Requests for Exclusion; (ii) the number of deficient Requests for
9 Exclusion; (iii) the number of Class Members who return Objections or Notices of Objections;
10 (iv) communications with individuals seeking to be added to the Class; and (iv) the number of
11 challenges returned by Class Members to the information contained in their Class Notice.
12 Additionally, the Settlement Administrator will be asked to provide its declaration regarding
13 administration of the Settlement to be filed with the Motion for Order Granting Final Approval
14 of the Settlement and Entering Judgment.

15 47. Timing of Distribution of Individual Settlement Payments. Within fifteen (15)
16 days of receipt of the total Gross Settlement Amount and the employer-sided taxes, the
17 Settlement Administrator will issue payments as approved by the Court, i.e., (1) Individual
18 Settlement Payments to Participating Class Members; (2) the Class Representative Service
19 Payment to Plaintiff; (3) the PAGA Payment to the LWDA; (4) Attorneys' Fees and Litigation
20 Costs to Class Counsel; and (5) the Settlement Administration Expenses the Settlement
21 Administrator.

22 48. Uncashed or Undeliverable Settlement Checks. After 30 days of issuance of
23 Individual Settlement Payment checks to Participating Class Members, the Administrator will
24 mail a reminder postcard to all members of the Class who have yet to cash their Settlement
25 Payment checks, and advise that all checks will be voided after 120 calendars if not cashed by
26 that date, and that funds will be forwarded to the State of California, Controller's Office after
27 120 days for further handling on behalf of the Class Member whose check was voided. Upon
28 completion of administration of the Settlement, the Settlement Administrator will provide a

1 written declaration under oath certifying such completion to the Parties for filing with the Court.

2 49. Administration of Taxes by the Settlement Administrator. The Settlement
3 Administrator will provide the information to Defendant about the portion of the Individual
4 Settlement Payments designated as “wages” so that Defendant can calculate the employer’s share
5 of payroll taxes. The Settlement Administrator will be responsible for issuing to Plaintiffs,
6 Participating Class Members, and Class Counsel the designated IRS Forms W-2 and 1099, as
7 may be required by law for all amounts paid pursuant to this Agreement. The Settlement
8 Administrator will also be responsible for forwarding all payroll taxes and other legally required
9 withholdings to the appropriate government authorities.

10 50. Tax Liability. Defendant makes no representation as to the tax treatment or legal
11 effect of the payments called for in this Settlement Agreement, and Plaintiff is not relying on any
12 statement, representation, or calculation by Defendant or by the Settlement Administrator in this
13 regard. Plaintiff understands and agrees that except for Defendant’s payment of the employer’s
14 portion of any payroll taxes, Plaintiff and Participating Class Members will be solely responsible
15 for the payment of any taxes and penalties assessed on the Individual Settlement Payments. The
16 Notice of Class Action Settlement will inform Participating Class Members that they will be
17 solely responsible for the payment of any taxes and penalties assessed on the Individual
18 Settlement Payments.

19 51. Defendant’s Responsibility for Employer Taxes: For the portion of the Individual
20 Settlement Payments designated as “wages” for purposes of tax reporting, Defendant will remit
21 the employer-sided contribution of all federal, state, and local taxes (including, but not limited
22 to, FICA, FUTA, and SDI) to the Settlement Administrator to be remitted to the appropriate
23 governmental authorities. The employer-sided contributions will not be paid or deducted from
24 the Gross Settlement Amount.

25 52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
27 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
28 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
2 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
3 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
4 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
5 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
6 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
7 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
8 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
9 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
10 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
11 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
12 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
13 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
14 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
15 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
16 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
17 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
18 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
19 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
20 AGREEMENT.

21 53. No Prior Assignments. The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
23 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
24 demand, action, cause of action or right released and discharged in this Settlement Agreement.

25 54. Release of Claims by Class Members and PAGA Members. Upon the Effective
26 Date, all Class Members who do not timely submit a valid Request for Exclusion, do and will be
27 deemed to have fully, finally and forever released, settled, compromised, relinquished and
28 discharged any and all of the Released Parties of and from any and all Released Claims accruing

1 during the Class Period. In addition, on the Effective Date, all Class Members who do not timely
2 submit a valid Request for Exclusion and all successors in interest agree to a general release of
3 all claims against Released Parties, known and unknown during the Claim Period, and will be
4 permanently enjoined and forever barred from prosecuting such claims against the Released
5 Parties. This General Release includes any unknown claims. To the extent the foregoing releases
6 are releases to which Section 1542 of the California Civil Code or similar provisions of other
7 applicable law may apply, Class Members expressly waive any and all rights and benefits
8 conferred upon them by the provisions of Section 1542 of the California Civil Code or similar
9 provisions of applicable law which are as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
11 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
12 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
13 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
14 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15 The significance of this release and waiver of Civil Code Section 1542 has been identified to
16 Class Members by Class Counsel in the Class Notice, attached as Exhibit A, and Class Members
17 had an opportunity to consult with Class Counsel about the same, and opt out of the settlement
18 if desired.

19 55. Release by Plaintiff. Upon the Effective Date, in addition to the Released Claims
20 being released by Participating Class Members, the named Plaintiff will provide the following
21 general release (“General Release”): Plaintiff Nichole Veronie, on her own behalf and on behalf
22 of her heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally
23 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
24 every nature and description whatsoever, known or unknown, asserted or that might have been
25 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
26 arising out of, relating to, or in connection with any act or omission by or on the part of any of
27 the Released Parties committed or omitted prior to the execution of this Agreement. This General
28 Release includes any unknown claims. To the extent the foregoing releases are releases to which
Section 1542 of the California Civil Code or similar provisions of other applicable law may
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1 apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the
2 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
3 which are as follows:

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

9 The significance of this release and waiver of Civil Code Section 1542 has been explained to
10 Plaintiff by her counsel.

11 56. Nullification of Settlement Agreement. In the event that: (i) the Court does not
12 finally approve the Settlement as provided in this Settlement Agreement (except with regard to
13 the amount of the Class Representative Service Payment to the named Plaintiff, the amount of
14 the Settlement Administration Expenses or the amount of approved Class Counsels' Attorneys'
15 Fees and Costs); or (ii) the Settlement does not become final for any other reason, then this
16 Settlement Agreement and any documents generated to bring it into effect or documents or
17 information shared pursuant to the Settlement Agreement and/or in mediation shall be treated as
18 mediation and settlement privileged and may not be used as evidence; and the terms of this
19 Settlement Agreement will be null and void except as to paragraphs 30 and 61. Any proposed
20 order or judgment entered by the Court in furtherance of this Settlement Agreement (that is not
21 approved) will likewise be treated as void from the beginning.

22 57. Preliminary Approval Hearing. Plaintiff will promptly obtain a hearing before
23 the Court to request Preliminary Approval of the Settlement Agreement, and the entry of an Order
24 Granting Preliminary Approval substantially similar to Exhibit "C" attached hereto, which seeks
25 conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
26 approval of the proposed Settlement Agreement, (iii) approval of the Notice of Class Action
27 Settlement; and (iv) sets a date for a Final Approval Hearing.

28 58. Final Approval Hearing, Order Granting Final Approval and Entering Judgment.

1 Upon expiration of the deadline to fax stamp or postmark Requests for Exclusion, or Notices of
2 Objection, and with the Court's permission, a Final Approval Hearing will be conducted to
3 determine whether the Settlement Agreement should be granted final approval, and to consider
4 and approve requests for payment of (i) the Class Counsel Fees and Costs; (ii) the Class
5 Representative Service Payments; (iii) the PAGA Payment, and (iv) the Settlement
6 Administration Expenses. The Final Approval Hearing will not be held earlier than forty-five
7 (45) days after the Response Deadline. Class Counsel will be responsible for drafting all
8 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
9 the attorneys' fees and costs application to be heard at the Final Approval Hearing.

10 59. Judgment and Continued Jurisdiction. Upon the grant of Final Approval of the
11 Settlement by the Court, the Parties will present a Proposed Order Granting Final Approval of
12 Class and Representative Action and Entering Judgment thereon in a form substantially similar
13 to Exhibit "E". After entry of the Judgment, the Court will have continuing jurisdiction solely
14 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
15 (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
16 under court rules or as set forth in this Agreement.

17 60. Exhibits Incorporated by Reference. The terms of this Agreement include the
18 terms set forth in Exhibits A through C, which are incorporated by this reference as though fully
19 set forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of
20 the Settlement.

21 61. Confidentiality Agreement. The Parties and their counsel agree that none of them
22 will issue any marketing materials, press release, social media post, internet or website
23 announcement, or otherwise initiate any contact with the press, respond to any press inquiry or
24 have any communication with the press regarding the Settlement or the terms of this settlement.
25 Class Counsel will not communicate with other wage-hour or employment plaintiffs' counsel
26 about this Settlement, nor utilize it in any way in their marketing or advertising materials or
27 website prior to Preliminary Approval. A violation of this provision shall entitle the
28 nonbreaching party to seek enforcement of this term under Cal. Code of Civil Procedure section

1 664.6 or other permitted mechanism, including appropriate injunctive relief to correct the
2 violation, and to attorney's fees and costs associated with enforcement of this provision.

3 62. Entire Agreement. This Settlement Agreement and its Exhibits constitute the
4 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties. The Parties expressly recognize California
6 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
7 that a written agreement is to be construed according to its terms and may not be varied or
8 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary or contradict the terms of this Agreement.

10 63. Amendment or Modification. This Settlement Agreement may be amended or
11 modified only by a written instrument mutually signed by counsel for the Parties or their
12 successors-in-interest.

13 64. Authorization to Entry Into Settlement Agreement. Counsel for the Parties
14 warrant and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
16 be taken by the Parties pursuant to this Settlement Agreement to effectuate its terms and to
17 execute any other documents required to effectuate the terms of this Settlement Agreement. The
18 Parties and their counsel will cooperate with each other and use their best efforts to effectuate
19 the implementation of the Settlement. The signatories to the Settlement Agreement affirm they
20 have the authority, and are authorized, to enter the Agreement and bind the Parties. If the Parties
21 are unable to reach agreement on the form or content of any document needed to implement the
22 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
23 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

24 65. Binding on Successors and Assigns. This Settlement Agreement will be binding
25 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
26 defined.

27 66. Execution and Counterparts. This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Agreement may be executed in one or more counterparts.

1 All executed counterparts and each of them, including facsimile and scanned copies of the
2 signature page, will be deemed to be one and the same instrument provided that counsel for the
3 Parties will exchange among themselves original signed counterparts.

4 67. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
5 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
6 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
7 litigation, taking into account all relevant factors, present and potential. The Parties further
8 acknowledge that they are each represented by competent counsel and that they have had an
9 opportunity to consult with their counsel regarding the fairness and reasonableness of this
10 Agreement.

11 68. Invalidity of Any Provision. Before declaring any provision of this Settlement
12 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
13 extent possible consistent with applicable precedents so as to define all provisions of this
14 Settlement Agreement valid and enforceable.

15 69. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
16 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
17 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
18 specifically denies, that it has: violated any federal, state, or local law; violated any regulations
19 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
20 legal requirements; breached any contract; violated or breached any duty; engaged in any
21 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
22 current or former employees. Neither this Settlement Agreement, nor any of its terms or
23 provisions, nor any of the negotiations connected with it, will be construed as an admission or
24 concession by Defendant of any such violations or failures to comply with any applicable law.
25 Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
26 Settlement Agreement and its terms and provisions cannot and will not be offered or received as
27 evidence in any action or proceeding to establish any liability or admission on the part of
28 Defendant or to establish the existence of any condition constituting a violation of, or a non-

1 compliance with, federal, state, local or other applicable law.

2 70. Notwithstanding the foregoing, Defendant has taken corrective actions that are
3 potentially part of consideration of this settlement that may be considered by the Court as
4 valuable to the Class Members. Defendant has taken a number of actions aimed at improving
5 payroll, timekeeping, and supervisory practices regarding meal and rest periods; increasing
6 employee understanding regarding their rights to take meal and rest breaks and to be reimbursed
7 for business related expenses; simplifying and streamlining timekeeping practices and
8 procedures; and enhancing supervisor and employee training to reduce incidences of potential
9 non-compliance with meal and rest break policies, as follows:

10 A) providing an automatic monthly cell phone stipend to all exempt employees, rather than
11 only reimbursing cell phone usage if employees affirmatively submitted reimbursement
12 requests;

13 B) providing (starting in 2021) additional annual supervisor training and a reference
14 document for all supervisors and lead aides on meal and rest break laws, policies, and
15 procedures, specifically including appropriate use of on-duty meal waivers;

16 C) providing employees with paper rest break logs at all work sites to confirm, on a
17 monthly basis, whether they took all available rest breaks or reminding them to report to
18 payroll/supervisor if they did not take all meal and rest periods;

19 (D) requiring employees to attest, with submission of timecards each pay period (via ADP
20 App), whether they received or were denied all meal/rest periods;

21 E) providing additional training to payroll staff to ensure that missed meal/rest periods are
22 accurately characterized as voluntary or involuntary and that premiums for missed
23 meal/rest breaks are paid;

24 F) distributing, via ADP portal and printed fliers, reminders on how to “take 10” with a QR
25 code to electronically report a missed rest break or confirm rest breaks were taken;

26 G) providing detailed training to new hires on timekeeping options (ADP mobile app,
27 paper, login on iPads, etc.);

28 H) providing employees with ADP missed time forms for employees to report missed meal,
rest, or off-the-clock work;

I) giving all employees 24-hour access to on-duty meal waivers via ADP “portal” with the
ability to sign, or revoke, electronically.

71. Plaintiff’s counsel may rely on the representations made in paragraph 71 of this

1 Agreement and submit said information to the Court for consideration during preliminary and/or
2 final approval in a manner approved by Defendant as an additional basis for consideration of the
3 Settlement and include general reference to financial condition of Defendant in the financial
4 disruption caused by the Covid-19 pandemic of 2020 and 2021. Defendant agrees to a strictly
5 confidential review by Plaintiff's counsel of consolidated financials for 2019 and 2020 tax years
6 so as to confirm financial condition as part of investigation into the valuation of the Settlement.

7 72. Captions. The captions and section numbers in this Agreement are inserted for
8 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
9 the provisions of this Agreement.

10 73. Waiver. No waiver of any condition or covenant contained in this Agreement or
11 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
12 constitute a further waiver by such party of the same or any other condition, covenant, right or
13 remedy.

14 74. Enforcement Actions. In the event that one or more of the Parties institutes any
15 legal action or other proceeding against any other Party to enforce the provisions of this
16 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
17 the prevailing Party will be entitled to recover from the non-prevailing Party reasonable
18 attorneys' fees and costs, including expert witness fees incurred in connection with any
19 enforcement actions.

20 75. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
21 and conditions of this Agreement. Accordingly, this Settlement Agreement will not be construed
22 more strictly against one party than another merely by virtue of the fact that it may have been
23 prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length
24 negotiations between the Parties, all Parties have contributed to the preparation of this
25 Agreement.

26 76. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
28 and that this Agreement has been executed with the consent and advice of counsel. Further,

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

1 Plaintiff's and Class Counsel warrant and represent that there are no liens on the Settlement
2 Agreement.

3 77. All Terms Subject to Final Court Approval. All amounts and procedures described
4 in this Settlement Agreement will be subject to final Court approval.

5 78. Cooperation and Execution of Necessary Documents. All Parties will cooperate
6 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms
7 of this Settlement Agreement.

8 79. Binding Agreement. The Parties warrant that they understand and have full
9 authority to enter into this Agreement, and further intend that this Agreement will be fully
10 enforceable pursuant to Code of Civil Procedure § 664.6 and binding on all Parties, and agree
11 that it will be admissible and subject to disclosure in any proceeding to enforce its terms (but
12 only insofar as relevant to the enforcement proceeding), notwithstanding any mediation
13 confidentiality provisions that otherwise might apply under federal or state law.

14 80. Plaintiff Notice: Plaintiff's counsel shall give timely notice of the Settlement and
15 the preliminary approval motion and hearing dates for the Settlement to the LWDA as required
16 by law.

17
18 07 / 06 / 2021
19 Dated: July __, 2021



Plaintiff, Nichole Veronie

20 Dated: July __, 2021

Authorized Representative of Defendants
POINT QUEST, INC.; POINT QUEST, EDUCATION, INC
Position or Title: _____

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