



1 Period for each Settlement Class Member.

2 6. "Class Member" refers to any individual that falls under the Settlement Class,  
3 PAGA Group Members, or both, as applicable.

4 7. "Class Period" and "Class Release Period" shall mean June 28, 2018, through May  
5 1, 2023.

6 8. "Complaint" refers to the First Amended Class Action and PAGA Representative  
7 Complaint filed in the Santa Clara Superior Court action entitled *Anicia Cisneros v. Therma LLC*,  
8 *et al.*, Case No. 22CV399660.

9 9. "Court" means the Superior Court of the State of California for the County of  
10 Santa Clara.

11 10. "Defendants" means and refers to defendants Therma LLC and Legence Payroll  
12 Solutions LLC (dba Therma Solutions LLC) (formerly known as Therma Services, LLC).

13 11. "Defendants' Counsel" or "Defense Counsel" mean and refer to Jesse C.  
14 Ferrantella and Andrew J. Deddeh of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

15 12. "Effective Date" means the latter of: (a) The Court's final approval of the  
16 settlement if no objections by or on behalf of Class Members have been filed and not withdrawn;  
17 (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or  
18 withdrawn; or (c) the final resolution of any appeal that has been filed.

19 13. "Final Approval" refers to the order of the Court granting final approval of this  
20 Settlement Agreement and entering a judgment approving this Settlement on substantially the  
21 same terms provided herein or as may be modified by subsequent agreement of the Parties or  
22 order of the Court.

23 14. "Final Settlement Class" means, collectively, all Participating Class Members.

24 15. "Individual Settlement Amount" will have the meaning ascribed to it in Paragraph  
25 50(d) below.

26 16. "Net Settlement Amount" will have the meaning ascribed to it in Paragraph 50(c)  
27 below.

28 17. "Notice" means the notice of settlement of class action and PAGA Settlement that

1 will be sent to the Settlement Class Members.

2 18. “Notice Response Deadline” is forty-five (45) calendar days from the date the  
3 Notice is mailed to the Class Members.

4 19. “Objecting Settlement Class Member” means a Settlement Class Member, other  
5 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with  
6 respect to the Class Claims pursuant to Paragraph 72(a) below.

7 20. “PAGA” refers to the California Labor Code Private Attorneys General Act of  
8 2004, California Labor Code sections 2698 *et seq.*

9 21. “PAGA Claims” or “Released PAGA Claims” will include any and all claims,  
10 actions, and causes of action for PAGA Penalties that were alleged, or reasonably could have  
11 been alleged reasonably could have been alleged against Released Parties during the PAGA  
12 Period arising out of the facts, circumstances, and primary rights at issue in the operative  
13 Complaint and any amendments thereto, and the LWDA notices, including all claims for the  
14 PAGA Notices, and ascertained in the course of the Actions, including, all claims for 1) failure  
15 to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest  
16 period violations; 5) wage statement violations; 6) failure to timely pay wages during employment  
17 and upon separation of employment; and 7) failure to maintain required records.

18 22. “PAGA Members” and “PAGA Group Members” refers to all current and former  
19 non-exempt employees who worked for any Defendant within the State of California at any time  
20 during the PAGA Period.

21 23. “PAGA Notice” refers to the notices sent by Plaintiff, by and through counsel, on  
22 or about June 1, 2022 and May 2, 2023 to the LWDA and to Defendants, alleging that Defendants  
23 engaged in violations of the California Labor Code and California Wage Order(s).

24 24. “PAGA Penalties” will have the meaning ascribed to it in Paragraph 50(d) below.

25 25. “PAGA Period” and “PAGA Release Period” means June 2, 2021 through May 1,  
26 2023.

27 26. “Participating Class Member” means a Class Member who does not submit a  
28 timely and valid Request for Exclusion.

1           27.     “Plaintiff” or “Class Representative” as used herein means Anicia Cisneros.

2           28.     “Preliminary Approval Date” means the date the Court preliminarily approves the  
3 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

4           29.     “Preliminary Approval Order” means the judicial Order to be entered by the Court,  
5 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and  
6 providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt  
7 out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of  
8 this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of  
9 Settlement, including approval of attorneys’ fees and costs.

10          30.     “QSF” means the Qualified Settlement Fund set up by the Settlement  
11 Administrator for the benefit of the Final Settlement Class, and from which the settlement  
12 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue  
13 Code Section 468.

14          31.     “Release” shall mean the general release and discharge of all claims by Plaintiff,  
15 the release and discharge of the Class Claims by all Participating Class Members, and the release  
16 and discharge of all PAGA Claims by the State of California, LWDA, and PAGA Group  
17 Members.

18          32.     “Released Parties” shall refer to Defendants, together with their insurers, brands,  
19 concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees,  
20 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-  
21 attorney, and any individual or entity that could be jointly liable with Defendants. This expressly  
22 includes Legence Payroll Solutions LLC (dba Therma Solutions LLC) and Therma Services,  
23 LLC.

24          33.     “Request for Exclusion” will have the meaning ascribed to it in Paragraph 72(a)  
25 below.

26          34.     “Service Payment” or “Service Award” means the amount approved by the Court  
27 to be paid to Class Representative in addition to her Individual Settlement Amount as a  
28 Participating Class Member.

1           35.     “Settlement Administration Costs” means the costs payable from the Settlement  
2 Amount to the Settlement Administrator for administering this Settlement, including, but not  
3 limited to, costs of notice to the Class, printing, distributing, and tracking documents for this  
4 Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the  
5 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties.  
6 The Settlement Administration Costs shall be paid from the Settlement Amount.

7           36.     “Settlement Administrator” means and refers to CPT Group, Inc., which the  
8 Parties have mutually agreed will provide the Notice to the Settlement Class Members and  
9 distribute the settlement amounts as described in this Agreement.

10          37.     “Settlement Amount” or “Gross Settlement Amount” will have the meaning  
11 ascribed to it in Paragraph 50(a) below.

12          38.     “Settlement Class Member” or refers to individual members of the Settlement  
13 Class.

14          39.     “Settlement Class” and “Settlement Class Members” refers to all current and  
15 former non-exempt employees who worked for any Defendant within the State of California at  
16 any time during the Class Period.

17          40.     “Workweeks Worked” for each Class Member means any workweek during the  
18 Class Period and/or the PAGA Period, as applicable, in which the Class Member was employed  
19 by any Defendant as a non-exempt employee in California and worked at least one shift during  
20 the workweek for or on behalf of any Defendant. Workweeks Worked shall not include weeks  
21 where a Class Member only had sick time, vacation time, was on leave, or otherwise did not  
22 record any actual work time in Defendants’ timekeeping system. Workweeks Worked will be  
23 calculated based on Defendants’ business records.

24 **B.     General Terms**

25          41.     On or about June 28, 2022, Plaintiff filed a putative wage and hour class action  
26 complaint in the Court against Defendant Therma LLC. On or about May 4, 2023, Plaintiff filed  
27 a First Amended Class and PAGA Representative Action Complaint to add Legence Payroll  
28 Solutions, LLC (dba Therma Solutions LLC) (formerly known as Therma Services, LLC) as a

1 named defendant and a representative cause of action under PAGA against Defendants.

2 42. In this class and PAGA action, Plaintiff alleged, on behalf of herself and all others  
3 similarly situated, that Defendants violated California state wage and hour laws and the California  
4 Business and Professions Code Section 17200 *et seq.* as a result of Defendants' California wage  
5 and hour policies and practices. Specifically, Plaintiff's allegations included: (1) failure to pay all  
6 minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period  
7 violations, (5) wage statement violations, (6) failure to timely pay wages during employment and  
8 upon termination, (7) unfair competition, and (8) PAGA penalties.

9 43. Defendants deny Plaintiff's claims and allegations and contend that the Action is  
10 not suitable for class certification and/or representative treatment.

11 44. Plaintiff believes she can proceed with her class and representative claims, that the  
12 Action is meritorious, and that class certification is appropriate.

13 45. Class Counsel conducted extensive investigation, informal discovery, review and  
14 analysis of data and documents, including Defendants' written policies and practices and the  
15 production of payroll and timekeeping records for Class Members, and evaluation concerning the  
16 claims in the Action.

17 46. On February 21, 2023, the Parties participated in mediation before Steve Rottman,  
18 Esq., a highly experienced class action mediator. Although the Parties did not reach a settlement  
19 on that date, they continued their extensive arms-length negotiations in good faith, through Mr.  
20 Rottman, resulting in settlement of the Action memorialized in this Settlement Agreement.

21 47. Class Counsel is both knowledgeable about and has done extensive research with  
22 respect to the applicable law and potential defenses to the claims of the Class Members. Class  
23 Counsel has diligently pursued an investigation of the Class Members' claims against Defendants.  
24 Based on the foregoing data, and on their own independent investigation and evaluation, Class  
25 Counsel is of the opinion that the settlement with Defendants for the consideration and on the  
26 terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best  
27 interest of the Class Members in light of all known facts and circumstances, including the risk of  
28 significant delay and uncertainty associated with litigation, various defenses asserted by

1 Defendants, and numerous potential appellate issues.

2 48. Defendants deny each of the allegations and claims asserted against them in the  
3 Action. Nevertheless, Defendants have concluded that, because of the substantial expense of  
4 defending against the Action, the length of time necessary to resolve the issues presented herein,  
5 the inconvenience involved, and the concomitant disruption to their business operations, it is in  
6 Defendants' best interest to accept the terms of this Agreement. The Parties agree that neither the  
7 Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered  
8 pursuant to the terms of the Settlement Agreement, shall be construed as an admission by  
9 Defendants of any wrongdoing or violation of any statute or law or liability on the claims or  
10 allegations in the Action or in any other action.

11 49. Stipulation for Class Certification and Representative Treatment. For purposes of  
12 effectuating a settlement according to the terms of this Agreement only, Defendants will stipulate  
13 that: (a) the Settlement Class Members described herein who do not Request Exclusion from the  
14 Settlement Class may be conditionally certified as a settlement class, and (b) the PAGA Group  
15 Members may be treated as a single group appropriate for representative treatment. This  
16 stipulation to certification and representative treatment is in no way an admission that class  
17 certification and/or representative treatment is otherwise proper and shall not be admissible in  
18 this or in any other action except for the sole purposes of enforcing this Agreement. Should, for  
19 whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class  
20 certification and representative treatment as part of the Settlement shall become null and void *ab*  
21 *initio* and shall have no bearing on and shall not be admissible in connection with the issue of  
22 whether or not class certification and/or representative treatment would be appropriate in a non-  
23 settlement context. Defendants expressly reserve their right to oppose representative treatment,  
24 class certification and/or proactively move to deny certification should the Settlement be modified  
25 or reversed on appeal or otherwise not become final. Defendants also do not waive any defenses,  
26 including the defense of arbitration, in entering into this Settlement, and expressly reserve their  
27 right to raise such defenses should the Settlement be modified or reversed on appeal or otherwise  
28 not become final. Plaintiff expressly reserves her rights and declares that she will continue to

1 pursue class certification and representative treatment and a trial should the Court fail to issue  
2 Final Approval.

3 **C. Terms of Settlement**

4 50. The financial terms of the Settlement are as follows:

5 (a) Gross Settlement Amount: The Parties agree to settle this Action for Two  
6 Million, Nine Hundred and Eighty Thousand Dollars (\$2,980,000) (“the Settlement  
7 Amount”). The Settlement Amount is the maximum amount that will be paid by  
8 Defendants, and includes Individual Settlement Amounts, the Attorneys’ Fees and Cost  
9 Award, the Service Payment to Class Representative, all Settlement Administration Costs, and  
10 payment to the Labor Workforce Development Agency (LWDA) for PAGA Penalties.  
11 Defendants shall separately pay the employers’ share of applicable payroll taxes.

12 (b) The Settlement is based on Defendants’ representation that there were  
13 approximately 2,561 Class Members that worked 221,988 weeks worked through the Class  
14 Period. In the event that the actual number of workweeks worked by all Class Members during  
15 the Class Period increases by 10% or more, then Defendants shall increase the Gross Settlement  
16 Amount on a proportional basis (*i.e.*, if there was a 11% increase in the number of workweeks,  
17 Defendants will increase the maximum settlement amount by 1%).

18 (c) Net Settlement Amount: The “Net Settlement Amount” is defined as the  
19 Settlement Amount, less the Attorneys’ Fees and Cost Award as approved and awarded by the  
20 Court, the Service Payment to Class Representative as approved and awarded by the Court, and  
21 the Settlement Administration Costs.. In the event that the Court reduces the Attorneys’ Fees and  
22 Cost Award, Service Payment, Settlement Administration Costs, , the Net Settlement Amount  
23 shall be increased or decreased accordingly.

24 (d) Individual Settlement Amounts for the Settlement Class and PAGA Group  
25 Member’s: The Settlement Administrator will use the Class Data provided by Defendants to  
26 calculate each Participating Class Member’s and PAGA Group Member’s Individual Settlement  
27 Amounts based on the following formula:

28 i. PAGA Amount: \$50,000 of the Gross Settlement Amount has been

1 designated to the PAGA Claims as “PAGA Penalties.” Twenty-five percent (25%) or \$12,500,  
2 shall be paid out to PAGA Group Members, while seventy-five percent (75%), or \$37,500, will  
3 be paid to the LWDA. Each PAGA Member shall receive a portion of the \$12,500 proportionate  
4 to their number of Workweeks Worked during the PAGA Period compared to the total number  
5 of Workweeks Worked by all PAGA Members during the PAGA Period. PAGA Group Members  
6 will have their settlement amount for the Released PAGA Claims paid one hundred percent  
7 (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be  
8 issued by the Settlement Administrator.

9           ii.     Class Amount: The Net Settlement Amount shall be allocated to each  
10 Participating Class Member based on their proportionate Workweeks Worked during the Class  
11 Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator  
12 of which is the Participating Class Member’s total Workweeks Worked during the Class Period,  
13 and the denominator of which is the total Workweeks Worked by all Participating Class Members  
14 during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement  
15 Administrator shall proportionately increase the Individual Settlement Amounts for each  
16 Participating Class Member so that the amount actually distributed to Participating Class  
17 Members equals one hundred percent (100%) of the Net Settlement Amount allocated toward  
18 Released Class Claims.

19           (e)     Allocation of Individual Settlement Amounts: The Individual Settlement Amounts  
20 will be allocated for tax purposes based on the allegations in the Action as follows: twenty-five  
21 percent (25%) will be as attributed to wages subject to withholding of all applicable local, state,  
22 and federal taxes; and seventh five percent (75%) will be attributed as penalties and interest from  
23 which no taxes will be withheld. Participating Class Members assume full responsibility and  
24 liability for any employee taxes owed on their Individual Settlement Amounts. The Settlement  
25 Administrator will issue to each Participating Class Member an Internal Revenue Service Form  
26 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect  
27 to the penalties and interest allocations.

28           (f)     Service Payment to Plaintiff: The amount awarded to Plaintiff as a Service

1 Payment will be set by the Court in its discretion, not to exceed \$10,000. Defendants agree not to  
2 oppose this request. The Service Payment to Plaintiff will be paid out of the Gross Settlement  
3 Amount. Plaintiff will be issued IRS Form 1099 in connection with this payment. Plaintiff shall  
4 be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties  
5 agree that any amount awarded by the Court as the Service Payment to Plaintiff less than the  
6 requested amount shall not be a basis for Plaintiff or Class Counsel to void this Stipulation. Should  
7 the Court approve a lesser amount for the Service Payment, the difference shall be added to the  
8 Net Settlement Amount to be distributed to the Participating Class Members. In the event of any  
9 appeal of the amount of the Service Payment (if any) approved by the Court, if, after the  
10 exhaustion of any such appellate review, additional amounts not awarded to Class Representative  
11 shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

12 (g) Attorneys' Fees and Costs: Defendants agree not to oppose a request by Class  
13 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement  
14 Amount (approximately \$993,333.33), plus reasonable litigation costs not to exceed \$15,000  
15 ("Attorneys' Fees and Cost Award"). For purposes of this Settlement, Defendants agree not to  
16 oppose any contention by Class Counsel that attorneys' fees should be based on the common fund  
17 theory. The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and  
18 except for this award, Defendants shall have no further obligation to pay any attorneys' fees,  
19 costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought  
20 by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to  
21 the Participating Class Members. Any Court order awarding less than the amount sought by Class  
22 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the  
23 Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if  
24 any) approved by the Court, final funding and administration of the portion of the attorneys' fees  
25 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate  
26 review. If, after the exhaustion of any such appellate review, additional amounts not awarded to  
27 as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the  
28 Participating Class Members and/or PAGA Group Members. The Settlement Administrator shall

1 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys’ fees and costs  
2 awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class  
3 Counsel and any other attorney representing or claiming to represent the Class Members shall be  
4 the sole responsibility of Class Counsel.

5 (h) Settlement Administration Costs: The fees and other charges of the Settlement  
6 Administrator (“Settlement Administration Costs”) will be paid from the Gross Settlement  
7 Amount, not to exceed \$25,000 subject to Court approval, unless approved by all Parties and the  
8 Court.

9 (i) Tax Liability: Class Counsel, Defendants, and Defendants’ Counsel make no  
10 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder,  
11 and Plaintiff and the Class Members are not relying on any statement or representation by Class  
12 Counsel, Defendants, or Defendants’ Counsel in this regard. Plaintiff and Final Settlement Class  
13 Members understand and agree that they will be solely responsible for the payment of any taxes  
14 and penalties assessed on their respective Settlement Amounts described herein, and assume full  
15 responsibility and liability for any employee taxes owed on their Individual Settlement Amounts.  
16 Income tax withholding will also be made pursuant to applicable federal, state, and/or local  
17 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and  
18 in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with  
19 this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law,  
20 are changed after the date of this Agreement, the processes set forth in this Section may be  
21 modified in a manner to bring Defendants into compliance with any such changes.

22 51. No Credit Towards Benefit Plans. The Individual Settlement Payments and  
23 Individual PAGA Payments made to Participating Class Members and/or PAGA Group Members  
24 under this Settlement, as well as any other payment made pursuant to this Settlement, will not be  
25 utilized to calculate any additional benefits under any employee benefit plan, policy, or bonus  
26 program sponsored by Defendants to which any Class Members may be eligible, including, but  
27 not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation  
28 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention

1 that this Settlement Agreement will not affect the rights, contributions, or amounts to which any  
2 Class Member may be entitled under any employee benefit plans, policy, or bonus program. Any  
3 payments made under the terms of this Settlement shall not be applied retroactively, currently or  
4 on a going forward basis as salary, earnings, wages, or any other form of compensation for the  
5 purposes of Defendants’ benefit plans, policies, or bonus programs. Defendants retain the right  
6 to modify the language of their benefit plan, policies and bonus programs to effect this intent and  
7 to make clear that any amounts paid pursuant to this Settlement are not for “hours worked,” “hours  
8 paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies  
9 and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and  
10 that additional contributions or benefits are not required by this Settlement.

11 52. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under  
12 no circumstances will any portion of the Settlement Amount revert to Defendants. Final  
13 Settlement Class Members will not have to make a claim to receive an Individual Settlement  
14 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to  
15 each Final Settlement Class Member. The Settlement Administrator shall be responsible for  
16 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a  
17 result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the  
18 check cashing deadline, as set forth in Paragraph 76 of this Agreement.

19 53. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and  
20 adequate, and will so represent same to the Court.

21 **D. Release As to All Participating Settlement Class Members**

22 54. Upon the Effective Date of this Settlement, Plaintiff and all Participating  
23 Settlement Class Members, for themselves and for their respective spouses, domestic partners,  
24 marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,  
25 legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives,  
26 will forever completely release and discharge the Released Parties from the Released Class  
27 Claims for the Class Period.

28 55. Plaintiff and Defendants intend that the Settlement described in this Agreement

1 will release and preclude any further claim, whether by lawsuit, administrative claim or action,  
2 arbitration, demand, or other action of any kind, by each and all of the Participating Class  
3 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released  
4 Class Claims. The Settlement Class Members shall be so notified in the Notice. This Paragraph  
5 does not apply to any Settlement Class Member who timely and validly opt out of the Settlement  
6 for purposes of Class Claims. Plaintiff, on behalf of herself and the Participating Settlement Class  
7 Members, acknowledges and agrees that the claims for 1) failure to pay all minimum wages; 2)  
8 failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage  
9 statement violations; 6) failure to timely pay wages during employment and upon separation of  
10 employment; 7) Unfair Competition Law violations are disputed. Plaintiff, on behalf of herself  
11 and the Participating Settlement Class Members, acknowledges and agrees that California Labor  
12 Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent  
13 part as follows:

14 An employer shall not require the execution of any release of any claim or right on  
15 account of wages due, or to become due, or made as an advance on wages to be  
16 earned, unless payment of those wages has been made.

17 56. Each Participating Settlement Class Member will be deemed to have made the  
18 foregoing Release as if by manually signing it.

19 **E. Release as to LWDA, State of California and PAGA Members**

20 57. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, the State of  
21 California, and PAGA Group Members, on behalf of themselves and their respective former and  
22 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall  
23 waive, release, and discharge Released Parties of any and all Released PAGA Claims. A Class  
24 Member's submission of Request for Exclusion will have no effect on their release of the  
25 Released PAGA Claims. In other words, even if a Class Member submits a Request for Exclusion,  
26 they will still be bound by the release set forth in this Paragraph, and there shall be no opting out  
27 for PAGA Group Members.

28 58. Plaintiff and Defendants intend that the Settlement described in this Agreement

1 will release and preclude any further claim, whether by lawsuit, administrative claim or action,  
2 arbitration, demand, or other action of any kind, by the PAGA Members, State of California, and  
3 the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the  
4 Released PAGA Claims.

5 59. Each PAGA Group Member, the State of California, and the LWDA will be  
6 deemed to have made the foregoing Release as if by manually signing it.

7 **F. General Release by Plaintiff Only Release by Class Representative**

8 60. As a material inducement to Defendants to enter into this Settlement Agreement,  
9 in addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims,  
10 Plaintiff does hereby, for herself and for her respective spouses, domestic partners, marital  
11 community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees,  
12 executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever  
13 completely release and discharge the Released Parties from any and all claims, transactions, or  
14 occurrences against Released Parties—which will include without limitation any and all claims  
15 which in any way relate to Plaintiff's employment with Defendant, under State or Federal law, in  
16 tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but  
17 not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII of the Civil  
18 Rights Act of 1964, the Americans with Disabilities Act ("ADA"), Fair Employment and Housing  
19 Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), 42 U.S.C. § 1981, the Equal  
20 Pay Act, the Family and Medical Leave Act, the California Family Rights Act, Executive Order  
21 11246 and 11141, the California Constitution, the Rehabilitation Act of 1973, the Private  
22 Attorneys General Act ("PAGA"), California Labor Code, any Industrial Welfare Commission  
23 Wage Order, and the alleged violation or breach of any other state or federal statute, rule, and or  
24 regulation—now existing or arising in the future, based on any act, omission, event, occurrence,  
25 or nonoccurrence from the beginning of time to the date of execution hereof whether known or  
26 unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims  
27 arising out of, based upon, or relating to Plaintiff's employment with Defendants or the  
28 remuneration for or termination of such employment.

1           61.     Without limiting the generality of the foregoing, Plaintiff also expressly releases  
2 all claims or rights against Released Parties arising out of or relating to alleged violations of any  
3 contracts, express or implied (including but not limited to any contract of employment); any  
4 contract or covenant of good faith and fair dealing (express or implied); any tort, including but  
5 not limited to, negligence, fraud, misrepresentation and violation of California Labor Code  
6 section 970, negligent infliction of emotional distress, intentional infliction of emotional distress,  
7 defamation; any “wrongful discharge,” “constructive discharge;”, “retaliation” claims and claims  
8 for violation of public policy; any legal restrictions on Defendants’ right to discharge employees;  
9 unfair competition and unfair business practices pursuant to Business and Professions Code  
10 Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and  
11 California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs,  
12 and all similar causes of action, including but not limited to, any claim for restitution, equitable  
13 relief, interest, penalties, costs, or attorneys’ fees in connection with any of the foregoing.

14           62.     Plaintiff expressly waives and relinquishes all rights and benefits afforded by  
15 Section 1542 of the Civil Code of the State of California and does so understanding and  
16 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of  
17 the State of California states:

18                   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
19                   CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
20                   EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
21                   RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
22                   MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
23                   DEBTOR OR RELEASED PARTY.

24           Notwithstanding the provisions of Section 1542, and for the purpose of implementing a  
25 full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly  
26 acknowledge that this Settlement Agreement is intended to include in its effect, without  
27 limitation, all claims that Plaintiff knew of, as well as all claims that they do not know or suspect  
28 to exist in their favor, against the Released Parties, or any of them, for the time period from the  
beginning of time to the execution of this Settlement Agreement, and that this Settlement

1 Agreement contemplates the extinguishment of any such claims.

2 **F. Interim Stay of Proceedings**

3 63. The Parties agree to the stay of all proceedings in the Action, including with  
4 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary  
5 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

6 **G. Notice Process**

7 64. Appointment of Settlement Administrator. The Parties have agreed to the  
8 appointment of the Settlement Administrator to perform the duties of a settlement administrator,  
9 including mailing the Notice, using standard devices to obtain forwarding addresses,  
10 independently reviewing and verifying documentation associated with any claims or opt-out  
11 requests, resolving any disputes regarding the calculation or application of the formula for  
12 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to  
13 Final Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities,  
14 due diligence, reporting and remittance obligations, and performing such other tasks as set forth  
15 herein or as the Parties mutually agree or that the Court orders.

16 65. Disputes Regarding Settlement Administration. Any and all disputes relating to  
17 administration of the Settlement by the Settlement Administrator (except for disputes regarding  
18 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction  
19 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendants notify  
20 the Court that all payments and obligations contemplated by this Settlement Agreement have been  
21 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in  
22 good faith to resolve the dispute without the necessity of Court intervention. The Settlement  
23 Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members,  
24 and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law  
25 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be  
26 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties  
27 to the appropriate government authorities.

28 66. Class Data. Within twenty-one (21) days after entry of the Preliminary Approval

1 Order, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement  
2 Administrator will run a check of the Class Members' addresses against those on file with the  
3 U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement  
4 Administrator will not be provided to Class Counsel and it will remain confidential, it shall be  
5 used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as  
6 required by applicable tax authorities, pursuant to Defendants' express written consent, or by  
7 order of the Court. The Settlement Administrator must maintain the Class Data in confidence, use  
8 the Class Data only for purposes of this Settlement and for no other purpose, and restrict access  
9 to the Class Data to Settlement Administrator employees who need access to the Class Data to  
10 effect and perform under this Settlement.

11         67. Notice. The Notice, as approved by the Court, shall be sent by the Settlement  
12 Administrator to the Settlement Class Members, by first class mail, in English, within seven (7)  
13 calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement  
14 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses  
15 of Settlement Class Members if any envelopes are returned.

16         68. Returned Notices. The Settlement Administrator will take steps to ensure that the  
17 Notice is received by all Settlement Class Members, including utilization of the National Change  
18 of Address Database maintained by the United States Postal Service to review the accuracy of  
19 and, if possible, update a mailing address. If no forwarding address is provided, the Settlement  
20 Administrator will promptly attempt to determine the correct address using a skip-trace, or other  
21 search using the name, address, and/or Social Security number of the Class Member involved and  
22 will then perform a single re-mailing. In the event the procedures in this Paragraph are followed  
23 and the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class  
24 Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if  
25 the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class  
26 Member for whom an updated address is located within ten (10) calendar days following both the  
27 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The  
28 Notice shall be identical to the original Notice, except that it shall notify the Settlement Class

1 Member that the exclusion (opt-out) request or objection must be returned by the later of the  
2 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

3 69. Presumption Regarding Receipt of Notice. It will be conclusively presumed that  
4 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement  
5 Class Member received the Notice.

6 70. Disputes Regarding Class Data. The Notice will inform Settlement Class Members  
7 of their estimated Individual Settlement Amount and the number of Workweeks Worked during  
8 the Class Period and during the PAGA Period. Settlement Class Members may dispute their  
9 Workweeks Worked if they feel they were employed more workweeks in the Class Period in  
10 California than Defendants' records show by timely submitting evidence to the Settlement  
11 Administrator. Defendants' records will be presumed determinative absent reliable evidence to  
12 rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted  
13 by the Settlement Class Member and provide the evidence submitted to Class Counsel and  
14 Defense Counsel (with identifying information other than names redacted) who agree to meet and  
15 confer in good faith about the evidence to determine the Class Member's actual number of  
16 Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense  
17 Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to  
18 render a final decision. Settlement Class Members will have until the Notice Response Deadline  
19 to dispute Workweeks Worked, unless extended by the Court. In the event that the Settlement  
20 Administrator increases the number of Workweeks Worked for any Settlement Class Member,  
21 then the Settlement Administrator will recalculate the Participating Class Members' Individual  
22 Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross  
23 Settlement Amount.

24 71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel  
25 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of  
26 due diligence and proof of mailing with regard to the mailing of the Notice.

27 72. Settlement Class Members' Rights. Each Settlement Class Member will be fully  
28 advised of the Settlement, the ability to object to the provisions in the Settlement related to the

1 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of  
2 the Settlement. The Notice will inform the Settlement Class Members of the Court-established  
3 deadlines for filing objections or requesting exclusion from the Class Claims provisions of the  
4 Settlement in accordance with the following guidelines:

5 (a) Requests for Exclusion from Participating Settlement Class. Any  
6 Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating  
7 Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator,  
8 postmarked on or before the Notice Response Deadline. The Request for Exclusion should state  
9 in words to this effect:

10 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN  
11 THE CISNEROS V. THERMA LAWSUIT. I UNDERSTAND THAT IF  
12 I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL  
13 NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE  
14 CLASS CLAIMS IN THIS LAWSUIT.

15 Any Request for Exclusion must include the full name, address, telephone number, last  
16 four digits of the social security number or date of birth, and signature of the Settlement Class  
17 Member requesting exclusion. The Request for Exclusion must be returned by mail to the  
18 Settlement Administrator at the specified address. Any such Request must be made in accordance  
19 with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked  
20 by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement  
21 Class Member who timely requests exclusion in compliance with these requirements: (i) will not  
22 have any rights under this Agreement with respect to the Class Claims, including the right to  
23 object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments  
24 under this Agreement with respect to Class Claims; (iii) will not be bound by this Agreement, or  
25 the Judgment, with respect to the Class Claims; and (iv) will be bound by this Agreement, or the  
26 Judgment, with respect to the PAGA Claims.

27 (b) Binding Effect on Final Settlement Class Members. Except for those  
28 Settlement Class Members who exclude themselves in compliance with the procedures set forth  
above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members

1 for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this  
2 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided  
3 herein, will be deemed to have waived all objections and oppositions to the fairness,  
4 reasonableness, and adequacy of the Settlement.

5 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,  
6 other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims  
7 and may appear at the Final Approval Hearing and object whether or not they have filed a written  
8 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement  
9 Administrator, in writing, of their objection, which must be postmarked by the Notice Response  
10 Deadline at the address set forth in the Notice. Such objection shall include the full name, address,  
11 telephone number, and dates of employment with Defendants of the Objecting Settlement Class  
12 Member, the case name and number, the basis for the objection, including any legal support and  
13 each specific reason in support of the objection, as well as any documentation or evidence in  
14 support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the  
15 name and address of their counsel. If any Objecting Settlement Class Member wishes to speak at  
16 the Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class  
17 Member's written submission should include a request to be heard, and the Court will determine  
18 whether Objecting Settlement Class Members will be permitted to speak. The Settlement  
19 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three  
20 (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of  
21 due diligence it files with the Court prior to the Final Approval Hearing. Any Participating Class  
22 Member who files an objection remains eligible to receive monetary compensation from the  
23 Settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses  
24 incurred by any Class Member and/or their counsel related to any objections to the Settlement.  
25 Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right  
26 to appeal is preserved by becoming a party of record by timely and properly intervening or filing  
27 a motion to vacate the judgment under Code of Civil Procedure section 663. Settlement Class  
28 Members and PAGA Members may not object to or opt out of the Settlement with respect to the

1 PAGA Claims. At no time will any of the Parties or their counsel seek to solicit or otherwise  
2 encourage Class Members to submit written objections to the Settlement or appeal from the  
3 Judgment. To the extent a timely Notice of Objection is withdrawn before final approval, such  
4 an objection shall be treated as though no objection has been made.

5 (d) Failure to Object. Any Settlement Class Member who desires to object  
6 with respect to the Class Claims but fails to timely submit a written objection waives any right to  
7 object will be foreclosed from making any objection to this Settlement. Any Settlement Class  
8 Member who does not timely and properly become a party of record by intervening or filing a  
9 motion to vacate the judgment waives any and all rights to appeal from the Judgment, including  
10 all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate  
11 judgment, motion for new trial, a motion under California Code of Civil Procedure section 473,  
12 and extraordinary writs.

13 (e) Responses to Objections. Counsel for the Parties may file a response to any  
14 objections submitted by Objecting Settlement Class Members at least five (5) court days before  
15 the date of the Final Approval Hearing.

16 73. Settlement Class Members will have until the Notice Response Deadline to object  
17 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement  
18 Administrator shall disclose jointly to Class Counsel and Defendants' counsel what objections or  
19 Requests for Exclusion were timely submitted on a weekly basis (with personal identifying  
20 information other than names redacted), and upon the request of Class Counsel or Defense  
21 Counsel. If a Class Member submits both a Request for Exclusion and an objection, only the  
22 Request for Exclusion will be accepted and the objection will be void.

23 74. Funding of the Settlement Amount. Defendants shall make a one-time deposit into  
24 the QSF of the Settlement Amount, as described in Paragraph 50(a) that is necessary to make all  
25 payments required under this Settlement, within seven (7) days after the Effective Date, plus  
26 Defendants shall separately pay its share of employer payroll taxes as calculated and directed by  
27 the Settlement Administrator.

28 75. Distribution of Funds. No later than seven (7) calendar days after deposit of the

1 payment into the QSF, the Settlement Administrator will mail the payments to the Participating  
2 Class Members, the payment for the Attorneys' Fees and Cost Award to Class Counsel, any  
3 Service Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and  
4 will pay itself the Settlement Administration Costs.

5       76.     Deadline for Cashing Settlement Checks. Final Settlement Class Members shall  
6 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement  
7 checks. If any Final Settlement Class Member's check is not cashed within that period, the check  
8 will be void and a stop-payment will be issued. All unclaimed funds shall be donated to Legal  
9 Aid At Work pursuant to the terms of Code of Civil Procedure section 384(b), and the Settlement  
10 Administrator shall issue the unclaimed funds to the *cy pres* within approximately 215 days of  
11 the mailing of the settlement checks. In the event that any settlement check is returned to the  
12 Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within  
13 five (5) business days of receipt of the returned settlement check, perform a skip trace to locate  
14 the individual. If a new address is located by these means, the Administrator will have ten (10)  
15 business days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-  
16 issued check has been sent. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor  
17 the Settlement Administrator will have any liability for lost or stolen settlement checks, forged  
18 signatures on settlement checks, or unauthorized negotiation of settlement checks. Without  
19 limiting the foregoing, in the event a Final Settlement Class Member notifies the Settlement  
20 Administrator that they believe a settlement check has been lost or stolen, the Settlement  
21 Administrator shall immediately stop payment on such check. If the check in question has not  
22 been negotiated prior to the stop payment order, the Settlement Administrator will issue a  
23 replacement check.

24       77.     No person shall have any claim against Defendants, Defendants' Counsel,  
25 Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions,  
26 payments, or reports made in accordance with or pursuant to this Agreement. This provision does  
27 not, however, prevent a Party from seeking enforcement of this Agreement.

28       78.     Without prejudice to any other remedies, the Settlement Administrator shall agree

1 to be responsible for any breach of its obligations (whether committed by the Settlement  
2 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from  
3 and against all liabilities, claims, causes of action, costs and expenses (including legal fees and  
4 expenses) arising out of any breach committed by the Settlement Administrator or its agents.

5 **H. Duties of the Parties Prior to the Court's Approval**

6 79. Within 30 days of execution of this Agreement, Plaintiff will move the Court for  
7 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order  
8 accomplishing the following:

9 (a) Scheduling the Final Approval Hearing on the issue of whether this  
10 Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members  
11 and a hearing on fees, costs, and the Service Payment;

12 (b) Approving as to form and content the proposed Notice;

13 (c) Directing the mailing of the Notice by first class mail to the Settlement  
14 Class Members;

15 (d) Preliminarily approving this Settlement; and

16 (e) Preliminarily certifying the class for purposes of this Settlement.

17 80. Class Counsel will provide Defendants' Counsel the opportunity to review the  
18 motion for Preliminary Approval and provide input at least five (5) days before the motion is filed  
19 with the Court.

20 81. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this  
21 Settlement Agreement, and will include the proposed Notice Packet, which will include the  
22 Notice of Class Action Settlement document and proposed Mailing Envelope.

23 82. In accordance with section 2699(1)(2) of the California Labor Code, Plaintiff shall  
24 provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files  
25 her motion for Preliminary Approval of this Settlement with the Court.

26 83. Reallocation of Settlement Proceeds. In the event the Court fails, on its first  
27 hearing, to approve this Agreement because the amount of the PAGA Penalties is not adequate,  
28 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within

1 this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court  
2 hearings.

3 **I. Duties of the Parties Following Court's Final Approval**

4 84. In connection with the Final Approval Hearing provided for in this Settlement  
5 Agreement, Class Counsel shall submit a proposed Final Approval Order:

6 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and  
7 adequate, and directing consummation of its terms and provisions;

8 (b) Approving Class Counsel's application for an award of attorneys' fees and  
9 reimbursement of litigation costs and expenses consistent with the Attorneys' Fees and Costs  
10 Award, the Service Payment to the Class Representative, and the payment to the Settlement  
11 Administrator for costs of administering the settlement; and

12 (c) Entering judgment approving settlement, thereby permanently barring all  
13 Participating Class Members from prosecuting any Released Class Claims against any of the  
14 Released Parties and permanently barring all PAGA Group Members, the LWDA, and the State  
15 of California from prosecuting any Released PAGA Claims against any of the Released Parties.

16 **J. Voiding the Agreement**

17 85. If the Court fails or refuses to issue the Final Approval Order or fails to approve  
18 any material condition of this Settlement Agreement which effects a fundamental change of the  
19 Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to  
20 all Parties herein at the option of either Party. The Court's decision to award less than the amounts  
21 requested for the Service Payment, Attorneys' Fees and Costs Award, and/or Settlement  
22 Administration Costs shall not constitute a material modification to the Agreement within the  
23 meaning of this paragraph.

24 86. In the event that five percent (5%) or more of the Class Members timely submit a  
25 Request for Exclusion, Defendants retain the exclusive right, but not the obligation, to jointly and  
26 unanimously elect to withdraw from and terminate the Settlement and return all Parties back to  
27 their same position before the Settlement was reached and the Settlement Agreement was entered  
28 into. In the event that Defendants exercise such right under this Section, Plaintiff and Defendants

1 shall resume the Action. Defendants must notify Class Counsel and the Court in writing of such  
2 a joint and unanimous election to withdraw and terminate the Settlement no later than seven (7)  
3 business days after receiving written notice from the Settlement Administrator that the number of  
4 opt outs equals or exceeds five percent (5%) of the Settlement Class. In the event of Defendants'  
5 withdrawal, no Party may use the fact that the Parties agreed to the Settlement for any reason, and  
6 Defendants shall pay all administration expenses incurred through the date of its termination of  
7 the Settlement.

8 87. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will  
9 have no further obligations under the Settlement, including any obligation by Defendants to pay  
10 the Settlement Amount, or any amounts that otherwise would have been owed under this  
11 Settlement.

12 88. If the Settlement is voided or fails for any reason, any costs incurred by the  
13 Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise  
14 specified in this Agreement.

15 **K. Other Terms**

16 89. Full and Complete Defense. This Agreement may be pleaded by any Released  
17 Party as a full and complete defense to and may be used as the basis for an injunction against, any  
18 action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,  
19 asserting any Released Claim.

20 90. Waiver. The waiver by one Party of any breach of this Agreement by another Party  
21 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

22 91. Parties' Authority. The signatories hereto represent that they are fully authorized  
23 to execute this Settlement Agreement on behalf of the Party for whom or which that individual  
24 sign.

25 92. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
26 accomplish the terms of this Settlement Agreement, including but not limited to, execution of  
27 such documents and to take such other action as may reasonably be necessary to implement the  
28 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best

1 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that  
2 may become necessary by order of the Court, or otherwise, to effectuate this Settlement  
3 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement  
4 Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and  
5 Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval  
6 of the settlement and the final entry of judgment.

7 93. No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
8 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
10 cause of action, or rights released and discharged by this Settlement Agreement.

11 94. No Admission of Liability. Defendants deny any and all liability to Plaintiff and/or  
12 any Class Member in this Action, as to any and all causes of action that were asserted or that  
13 might have been asserted in this Action. Nonetheless, Defendants wish to settle and compromise  
14 to avoid further substantial expense and the inconvenience and distraction of protracted litigation.  
15 Defendants also have considered the uncertainty and risks inherent in litigation, and without  
16 conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff,  
17 have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner  
18 and upon the terms and conditions set forth in this Agreement.

19 95. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval  
20 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be  
21 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part  
22 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this  
23 Settlement Agreement with the intention of avoiding further disputes and litigation with the  
24 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and  
25 it, along with all related documents such as the notices, and motions for preliminary and final  
26 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of  
27 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to  
28 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for

1 class certification as part of this Settlement Agreement is for settlement purposes only and if, for  
2 any reason the settlement is not approved, the stipulation will be of no force or effect.

3 96. Confidentiality of Documents and Information. Plaintiff, the Settlement  
4 Administrator, and Class Counsel shall maintain the confidentiality of all documents and other  
5 information obtained in the Action that were specifically designated as confidential at the time  
6 they were produced (formally or informally) in the Action, unless ordered to be disclosed by the  
7 Court or by a subpoena.

8 97. Limitation on Publicity. Plaintiff and Class Counsel will not make any public  
9 disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to  
10 effectuate the filing of the motion for preliminary approval, until after the motion for preliminary  
11 approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and  
12 will encourage her to adhere to, the restriction against any public disclosure of the Settlement  
13 until after the motion for preliminary approval is filed. Prior to and following preliminary  
14 approval of the Settlement, Plaintiff and Class Counsel will not have any communications with  
15 any media other than to direct any media inquiries to the public records of the Action on file with  
16 the Court and will not publicize the Settlement, including on social media. Class Counsel will  
17 take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the  
18 restriction against any media comment on the Settlement and its terms. Class Counsel further  
19 agrees not to use the Settlement or any of its terms for any marketing or promotional purposes.  
20 Nothing herein will restrict Class Counsel from including publicly available information  
21 regarding the Settlement in future judicial submissions regarding Class Counsel's qualifications  
22 and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures  
23 required to be made to the LWDA in conformity with PAGA, and may discuss publicly available  
24 information regarding the Settlement with Class Members in the event that Class Members  
25 contact them with inquiries about their rights under the Settlement.

26 98. Notices. Unless otherwise specifically provided herein, all notices, demands, or  
27 other communications given hereunder shall be in writing and shall be deemed to have been duly  
28 given as of the third business day after mailing by United States registered or certified mail, return

1 receipt requested, addressed:

2 To the Settlement Class Members and PAGA Group Members:

3 Mehrdad Bokhour 4 <i>mehrdad@bokhourlaw.com</i> 5 1901 Avenue of the Stars, Suite 450 6 Los Angeles, California 90067 7 Tel: (310) 975-1493; Fax: (310) 675-0861	8 Joshua Falakassa 9 <i>Josh@falakassalaw.com</i> 10 1901 Avenue of the Stars, Suite 450 11 Los Angeles, California 90067 12 Tel: (818) 456-6168 Fax: (888) 505-0868
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7 To Defendants:

8 Jesse C. Ferrantella 9 <i>Jesse.ferrantella@ogletreedeakins.com</i> 10 Andrew J. Deddeh 11 <i>Andrew.deddeh@ogletreedeakins.com</i> 12 4660 La Jolla Village Drive, Suite 900 13 San Diego, CA 92122 14 Tel: (858) 652-3050
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13 99. Construction. The Parties agree that the terms and conditions of this Settlement  
14 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and  
15 that this Settlement Agreement shall not be construed in favor of or against any Party by reason  
16 of the extent to which any Party or their counsel participated in the drafting of this Settlement  
17 Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of  
18 construction that ambiguities should be construed against the drafter of an agreement and further  
19 agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases  
20 construed as a whole, according to its fair meaning.

21 100. Captions and Interpretations. Paragraph titles or captions contained herein are  
22 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
23 describe the scope of this Settlement Agreement or any provision hereof. Each term of this  
24 Settlement Agreement is contractual and not merely a recital.

25 101. Modification. This Settlement Agreement may not be changed, altered, or  
26 modified, except in writing and signed by the Parties hereto, and approved by the Court. This  
27 Settlement Agreement may not be discharged except by performance in accordance with its terms  
28 or by a writing signed by all of the Parties hereto.

1           102. Dispute Resolution. Prior to instituting legal action to enforce the provisions of  
2 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide  
3 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and  
4 Plaintiff and Defendants agree to seek the help of the mediator identified in this Agreement to  
5 resolve any dispute they are unable to resolve informally. During this period, the Parties shall  
6 bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other  
7 proceeding instituted by any person or entity other than Plaintiff or Defendants.

8           103. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of  
9 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure  
10 section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action  
11 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations  
12 of this Agreement.

13           104. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this  
14 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in  
15 a court of law.

16           105. Choice of Law. This Settlement Agreement shall be governed by and construed,  
17 enforced, and administered in accordance with the laws of the State of California, without regard  
18 to its conflicts-of-law rules.

19           106. Integration Clause. This Settlement Agreement contains the entire agreement  
20 between the Parties relating to the settlement of the Action, Released Class Claims, and Released  
21 PAGA Claims, and all prior or contemporaneous agreements, understandings, representations,  
22 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are  
23 merged herein. No rights hereunder may be waived except in writing.

24           107. Binding on Successors and Assigns. This Settlement Agreement shall be binding  
25 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,  
26 administrators, successors, and assigns.

27           108. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,  
28 because the members of the Settlement Class are numerous, it is impossible or impractical to have

1 each Final Class Member execute this Settlement Agreement. The Notice will advise all  
2 Settlement Class Members of the binding nature of the releases provided herein and such shall  
3 have the same force and effect as if this Settlement Agreement were executed by each Final  
4 Settlement Class Member.

5 109. Counterparts. This Settlement Agreement may be executed in counterparts, and  
6 when each Party has signed and delivered at least one such counterpart, each counterpart shall be  
7 deemed an original, and, when taken together with other signed counterparts, shall constitute one  
8 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.  
9 Electronic signatures shall have the same force and effect as an original.

10 **APPROVAL AND EXECUTION BY PARTIES:**

11 6/5/2023

12 Dated: June \_\_, 2023

**CLASS REPRESENTATIVE:**

13 DocuSigned by:  
*Anisia Cisneros*  
7B70F2B7E81340E...

14 \_\_\_\_\_  
ANICIA CISNEROS

15  
16 Dated: June 8, 2023

**DEFENDANTS:**

17 **THERMA LLC**

18 

19 \_\_\_\_\_  
20 By Bryce Seki  
21 Its General Counsel

22 Dated: June 8, 2023

23 **LEGENCE PAYROLL SOLUTIONS, LLC (DBA**  
24 **THERMA SOLUTIONS LLC) (FKA THERMA**  
25 **SERVICES, LLC)**

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27 \_\_\_\_\_  
28 By Bryce Seki  
Its General Counsel

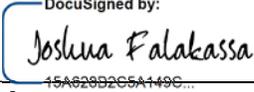
1 **APPROVED AS TO FORM:**

2 6/5/2023

**CLASS COUNSEL**

3 Dated: June \_\_\_, 2023

**FALAKASSA LAW, P.C.**

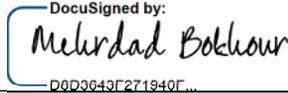
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5 \_\_\_\_\_  
6 Joshua Falakassa  
7 Attorneys for Plaintiff

8 6/6/2023

**BOKHOUR LAW GROUP, P.C.**

9 Dated: June \_\_\_, 2023

10 

11 \_\_\_\_\_  
12 Mehrdad Bokhour  
13 Attorneys for Plaintiff

14 Dated: June 8, 2023

**DEFENDANTS' COUNSEL:**

**OGLETREE DEAKINS, P.C.**

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16 \_\_\_\_\_  
17 Jesse C. Ferrantella  
18 Andrew J. Deddeh  
19 Attorneys for Defendants Therma LLC and Legence  
20 Payroll Solutions, LLC (dba Therma Solutions LLC)  
21 (formerly known as Therma Services, LLC)