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Attorneys for Plaintiffs ANDREW RASMUSSEN

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

ANDREW RASMUSSEN, in a Representative  
capacity only, and on behalf of other members  
of the general public similarly situated;

Plaintiff,

vs.

CUSTOMIZED SERVICES  
ADMINISTRATORS, INC., a California  
Corporation; GENERALI GLOBAL  
ASSISTANCE, INC, a New York  
Corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO. 37-2020-00008581-CU-OE-  
CTL

**STIPULATION OF SETTLEMENT**

Assigned to Hon. Richard S. Whitney  
Department C-67

Complaint Filed:  
Trial Date: None Set

This Class Action Settlement Agreement and Release, including Exhibits A - D hereto  
("Settlement," "Settlement Agreement" or "Agreement"), is made and entered into by, between,

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1 and among Plaintiff ANDREW RASMUSSEN (“Plaintiff”) on behalf of himself, the California  
2 Settlement Class Members, on the one hand, and Defendants CUSTOMIZED SERVICES  
3 ADMINISTRATORS, INC, (collectively “Defendant” or “CSA”) on the other hand. Plaintiff  
4 and Defendant (collectively, the “Parties”) enter into this Agreement to effect a full and final  
5 settlement and preclusive judgment resolving all claims brought or that could have been brought  
6 against CSA in the case entitled ANDREW RASMUSSEN v CUSTOMIZED SERVICES  
7 ADMINISTRATORS, INC, *et al.* Case No. 37-2020-00008581-CU-OE-CTL (referred to as  
8 “the Action”), and all claims based on or reasonably related thereto. This Agreement is intended  
9 to fully and finally compromise, resolve, discharge, and settle the Released Claims, as defined  
10 and on the terms set forth below, and to the full extent reflected herein, subject to the approval  
11 of the Court.

12 **1. RECITALS**

13 This Agreement is made in consideration of the following facts:

14 1.1 WHEREAS, on November 20, 2019, Plaintiff submitted notice to the LWDA  
15 seeking authority to pursue penalties under the Private Attorneys General Act (“PAGA”) for (1)  
16 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums) and  
17 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (2) Violation of  
18 California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (3) Violation of  
19 California Labor Code §§ 510 and 1198 (Unpaid Overtime); (4) Violation of California Labor  
20 Code § 226(a) (Non-Compliant Wage Statements); (5) Violation of California Labor Code §§  
21 2800 and 2802 (Unreimbursed Business Expenses); and (6) Violation of California Labor Code  
22 §§ 201 and 202 (Final Wages Not Timely Paid).

23 1.2 WHEREAS, on February 14, 2020 Plaintiff ANDREW RASMUSSEN filed a  
24 complaint in San Diego County Superior Court, in a representative capacity only seeing  
25 penalties under the Private Attorneys General Act (“PAGA”) on behalf of all non-exempt  
26 employees of Defendant for (1) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid  
27 Meal Period Premiums) and Violation of California Labor Code § 226.7 (Unpaid Rest Period  
28

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1 Premiums); (2) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid  
2 Minimum Wages); (3) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);  
3 (4) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (5)  
4 Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and  
5 (6) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid).

6 1.3 WHEREAS, the Parties engaged in extensive informal discovery, exchanging  
7 information, documents and reviewing and analyzing extensive data made available by  
8 Defendant which enabled the parties to thoroughly evaluate Plaintiff's claims, the claims of the  
9 PAGA Representative Group, the claims of the California Class, Defendant's defenses, and the  
10 likely outcomes, risks and expense of pursuing litigation;

11 1.4 WHEREAS, during the course of informal discovery, the parties exchanged and  
12 analyzed information and relevant documents related to CSA employee Andrew Rasmussen,  
13 who is represented by Plaintiff's Counsel; data and relevant documents related the California  
14 Class, as defined below; and data and relevant documents related to CSA's alleged failure to  
15 make semi-monthly payments, failure to maintain records, and alleged violation of Cal. Business  
16 and Prof. Code Section 17200, et. seq.

17 1.5 WHEREAS, the Parties attended an in-person mediation session with professional  
18 mediator Michael D. Young and reached terms of this arm's-length Settlement;

19 1.6 WHEREAS, a bona fide dispute exists as to whether any amount of wages or  
20 penalties are due from Defendant to any California Class Member (as defined below), to the  
21 California Labor and Workforce Development Agency ("LWDA") and/or to any allegedly  
22 aggrieved employees;

23 1.7 WHEREAS, as a condition of settlement Plaintiff dismissed co-defendant  
24 Generali Global Assistance, Inc. on November 23, 2020.

25 1.8 WHEREAS, the Parties desire to compromise and settle all issues and claims that  
26 have been, will be, could have been, or should have been brought against CSA or related persons  
27 in the Action, including all claims brought on a putative class, collective and representative basis  
28 in the Action;

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1           1.9 WHEREAS, based on the discovery exchanged as well as their own independent  
2 investigation and evaluation, the Parties have considered the claims asserted by Plaintiff, the  
3 defenses asserted by CSA, the risks associated with the continued prosecution of the Action, the  
4 cost of continued litigation through trial and appeals, and after considering all the circumstances,  
5 the Parties have concluded that the proposed settlement set forth in this Agreement is fair,  
6 adequate, and reasonable and confers substantial benefits upon the California Settlement Class  
7 Members.

8           1.10 WHEREAS, the Parties further agree that this Agreement, the fact of this  
9 Settlement, any of the terms of this Agreement, and any documents filed in connection with the  
10 Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an  
11 admission, finding, or evidence of: (i) any wrongdoing by any Released Parties, (ii) any violation  
12 of any statute or law by Released Parties, (iii) any liability on the claims or allegations in the  
13 Action on the part of any Released Parties, (iv) any waiver of CSA's right to arbitration or the  
14 enforceability of any arbitration agreement, or (v) the propriety of certifying a litigation class or  
15 collective (conditionally or otherwise) or pursuing representative relief under the PAGA in the  
16 Action or any other civil or administrative proceeding; and this Agreement shall not be used by  
17 any Person for any purpose whatsoever in any administrative or legal proceeding, including but  
18 not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement;  
19

20           1.12 WHEREAS, Defendants have concluded that any further defense of this Action  
21 would be protracted and expensive for all Parties. Substantial amounts of Defendants' time,  
22 energy, and resources have been, and unless the Settlement is completed, shall continue to be,  
23 devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into  
24 account the risks of further litigation in reaching their decision to enter into this Settlement.  
25 Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in  
26 this Action. Defendants have agreed, nonetheless, to settle in the manner and upon the terms  
27 set forth in this Stipulation and to put to rest the claims alleged in the Action. Defendant have  
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1 asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give  
2 rise to liability, damages, restitution, penalties, or other payments. This Stipulation is a  
3 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred  
4 to herein, and no action to carry out this Stipulation, shall be construed or used as an admission  
5 by or against Defendants as to the merits or lack thereof of the claims asserted in the Action.  
6 Defendants contend that they have complied with all applicable state, federal, and local laws.  
7

8 1.13 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
9 AGREED, by Plaintiff for himself and on behalf of the California Class Settlement Members  
10 and by Defendant, that, subject to the approval of the Court, the Action shall be settled,  
11 compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall  
12 be finally and fully compromised, settled and dismissed as to the Released Parties, in the manner  
13 and upon the terms and conditions hereafter set forth in this Agreement.  
14

## 15 2. DEFINITIONS

16 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
17 meanings set forth below:

18 2.1 "California Class Claims" means all claims for wages, benefits and related  
19 penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf  
20 of themselves and the California Class Members, based on the facts alleged in the operative  
21 Complaint, including but not limited to: (1) Violation of California Labor Code §§ 510 and 1198  
22 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal  
23 Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period  
24 Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid  
25 Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not  
26 Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During  
27 Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage  
28 Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite

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1 Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed  
2 Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200,  
3 et seq.; (10) penalties pursuant to the Private Attorneys General Act (“PAGA”) (Cal. Labor  
4 Code §2699, et seq.; and (11) attorneys’ fees and costs of litigation associated with this Action.  
5 “California Class” also includes all claims that Plaintiffs and/or California Class Members may  
6 have against the Released Parties relating to (i) the payment, taxation and allocation the Class  
7 Counsel Award pursuant to this Settlement Agreement and (ii) the payment, taxation and  
8 allocation of Plaintiffs’ Service Awards pursuant to this Settlement Agreement.

9 2.2 “California Class Members” means all non-exempt employees who worked for  
10 Defendant in the state of California from February 14, 2016 through the time of the sooner of  
11 preliminary settlement approval or the date the Class Size increases 10% of 250.

12 2.3 “California Settlement Class Members” means all California Class Members who  
13 do not opt out of this Settlement.

14 2.4 “California Class Period” means the period from February 14, 2016 through the  
15 time of the sooner of preliminary settlement approval or the date the Class Size increases 10%  
16 of 250.

17 2.5 “California Settlement Class Members’ Released Claims” means the California  
18 Class Claims, and if California Settlement Class Members cash the checks for their Individual  
19 Settlement Payments, the FLSA Collective Claims that California Settlement Class Members  
20 are fully and irrevocably releasing in exchange for the consideration provided by this Settlement  
21 Agreement, whether arising at law, in contract or in equity, and whether for economic or non-  
22 economic damages, restitution, injunctive relief, penalties or liquidated damages from February  
23 14, 2016 through the Exclusion/Objection Deadline.

24 2.6 “PAGA Representative Group Members” means all non-exempt employees of  
25 RVR at any time since December 11, 2018 through the date of Approval of the PAGA  
26 Settlement.

27 2.7 “PAGA Period” means the period from December 11, 2018 to date of Approval  
28 of the PAGA Settlement.

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1           2.8    “Class Counsel” means William B. Sullivan, Eric K. Yaeckel and Ryan T. Kuhn  
2 of Sullivan Law Group, APC.

3           2.9    “Class Counsel Award” means the attorneys’ fees and costs awarded by the Court  
4 to Class Counsel to fully satisfy all claims for attorneys’ fees and costs incurred by Plaintiffs to  
5 litigate and settle this Action. The attorneys’ fees may not exceed one third (1/3), or \$60,000.00  
6 of the Total Settlement Amount. Class Counsel may also seek up to \$10,000 as reimbursement  
7 for litigation costs incurred in this matter.

8           2.10   “Class Information” means information regarding the California Class Members  
9 that Defendant will in good faith compile from its records and provide to the Settlement  
10 Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall  
11 include, if possible, for each California Class Member full name, last known address, social  
12 security number, and number of work weeks as a non-exempt employee during the California  
13 Class Period. Because California Class Members’ private information is included in the Class  
14 Information, the Settlement Administrator shall, in accordance with the agreement attached as  
15 Exhibit A, maintain the Class Information in confidence, shall limit access to the information to  
16 only those employees of the Settlement Administrator with a need to use the Class Information  
17 as part of the administration of the Settlement, and shall use and disclose Class Information only  
18 for purposes of this Settlement and for no other purpose.

19           2.11   “Class Notice” means the notice of class, collective and representative action  
20 settlement to be provided to California Class Members which shall be substantially in the form  
21 as the class notice attached as Exhibit B.

22           2.12   “Complete and General Release” means an irrevocable and unconditional release  
23 given only by Plaintiff Andrew Rasmussen, releasing the Released Parties from any and all  
24 charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements,  
25 promises, damages and liabilities of any kind or nature whatsoever, both at law and equity,  
26 known or unknown, suspected or unsuspected, arising from conduct occurring on or before the  
27 date Plaintiff sign this Settlement Agreement, including but not limited to a release of any and  
28 all rights Plaintiffs have to sue or bring any type of claim under (a) California state law, (b) the

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Fair Labor Standards Act; (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq, as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) the Occupational Safety and Health Act, as amended, (n) the Sarbanes-Oxley Act of 2002, as amended, (o) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (p) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (q) the Worker Adjustment and Retraining Notification Act, as amended, (r) any federal, state or common law claim or cause of action based on any alleged failure to pay wages, breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, liable, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, (s) any other tort or negligence claim or obligations arising out of any of Defendant's employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendant whether oral or written; and (t) for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claim, whether specifically enumerated herein or not, that Plaintiff might have or have had, that exists or ever has existed on or prior to the date this Settlement Agreement is signed. This release includes a 1542 Waiver. The Parties understand and agree that the word "claims" includes all actions, group actions (including any pending or future collective, class, private attorney general or representative actions for which Plaintiff may otherwise qualify as a putative class member or represented party), complaints and grievances that could potentially be brought by Plaintiffs against the Released Parties.

2.13 "Court" means the San Diego County Superior Court.



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1           2.14 “Defendant” means Customized Service Administrators, Inc.

2           2.15 “Effective Date” means the date by which this Settlement is finally approved as  
3 provided herein and the Court’s Final Approval Order becomes binding. The Effective Date will  
4 be the date of final approval by the Court if no timely objections are filed to the settlement, or  
5 if objections are filed but are withdrawn prior to the final approval hearing. If objections are  
6 filed to the Settlement that are overruled by the Court, then the Effective Date will become the  
7 later of: (1) the day after the last day by which a notice of appeal of the Final Approval Order  
8 and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2)  
9 if such an appeal is filed, and the final approval order is affirmed, the day after the last date for  
10 filing a request for further review of the decision passes and no further review is requested; (3)  
11 if an appeal is filed and further review of the decision affirming the final approval order is  
12 requested, the day after the request for review is denied with prejudice and/or no further review  
13 of the decision can be requested, or (4) if review is accepted, the day after the United States or  
14 California Supreme Court affirms the Settlement. Plaintiff and their counsel Sullivan Law  
15 Group, APC agree to waive their right to appeal the Final Approval Order.

16           2.16 “Exclusion/Objection Deadline” means the final date by which a Settlement Class  
17 Member may either (i) request to be excluded from the Settlement, or (ii) object to the  
18 Settlement. The Exclusion/Objection Deadline shall be thirty (30) days after the Mailed Notice  
19 Date, and shall be specifically identified and set forth in the Preliminary Approval Order and  
20 the Class Notice.

21           2.17 “Final Approval Order” means the Court’s entry of an order finally approving this  
22 Settlement, which order shall be substantially in the form as the final approval order attached  
23 hereto as Exhibit D.

24           2.18 “Final Approval Hearing” means the hearing at or after which the Court will make  
25 a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, is  
26 finally approved by the Court.

27           2.19 “FLSA Collective Claims” means all claims for wages, benefits and related  
28 penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf

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1 of themselves and the FLSA Collective Members, based on the facts alleged in the Complaint,  
2 including but not limited to: (1) failure to pay all minimum and overtime wages due under the  
3 Fair Labor Standards Act (29 U.S.C. §201, et seq.; and (2) attorney fees and litigation costs  
4 incurred to litigate and resolve this Action. “FLSA Collective Claims” also includes all claims  
5 that Plaintiffs and/or FLSA Settlement Collective Members may have against the Released  
6 Parties relating to (i) the payment, taxation and allocation the Class Counsel Award pursuant to  
7 this Settlement Agreement and (ii) the payment, taxation and allocation of Plaintiffs’ Service  
8 Awards pursuant to this Settlement Agreement.

9 2.20 “FLSA Settlement Collective Members” means all California Settlement Class  
10 Members who affirmatively opt into this Settlement by cashing the checks for their Individual  
11 Settlement Payment.

12 2.21 “FLSA Settlement Collective Members’ Released Claims” means the FLSA  
13 Collective Claims that the FLSA Settlement Collective Members are fully and irrevocably  
14 releasing in exchange for the consideration provided by this Settlement Agreement, whether  
15 arising at law, in contract or in equity, and whether for economic or non-economic damages,  
16 restitution, injunctive relief, penalties or liquidated damages from January 7, 2016 through the  
17 Exclusion/Objection Deadline.

18 2.22 “Individual Settlement Payment” means the amount payable from the Total  
19 Settlement Amount to each California Settlement Class Member and FLSA Settlement  
20 Collective Member who does not opt out of this Agreement.

21 2.23 “Judgment” means the judgment to be entered in the Action on Final Approval of  
22 this Settlement.

23 2.24 “Mailed Notice Date” means the date of the initial mailing of the Class Notice to  
24 California Class Members.

25 2.25 “Net Distribution Fund” means the Total Settlement Amount, less the amount  
26 that the Court awards for: the Service Awards; the Class Counsel Award; the Settlement  
27 Administrator Expenses; and the PAGA Payment.  
28

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1           2.26 “PAGA Payment” means a total payment of \$10,000 to settle all claims under  
2 PAGA. From this amount, 75% (\$7,500) will be paid to the Labor and Workforce Development  
3 Agency (“LWDA”) and 25% (\$2,500) will be distributed to PAGA Representative Group  
4 Members. The PAGA payment shall be payable from the Total Settlement Amount.

5           2.27 “PAGA Representative Group Members” means any California Class Members  
6 who were employed within the PAGA limitations period of December 11, 2018 through the date  
7 of approval of the PAGA Settlement.  
8

9           2.28 “Plaintiff” means Andrew Rasmussen.

10          2.29 “Preliminary Approval Order” means the order granting preliminary approval of  
11 this Settlement Agreement, which shall be substantially in the form of the preliminary approval  
12 order attached hereto as Exhibit C.

13          2.30 “Released Parties” means (i) CUSTOMIZED SERVICES ADMINISTRATORS,  
14 INC., GENERALI GLOBAL ASSISTANCE, INC. and their past, present, and future parents,  
15 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal  
16 entities, whether foreign or domestic, and (ii) the past, present, and future shareholders, officers,  
17 directors, members, investors, agents, employees, consultants, representatives, fiduciaries,  
18 insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities  
19 listed in (i).

20          2.31 “Service Awards” means the amount approved by the Court to be paid to Plaintiff,  
21 in addition to their respective Individual Settlement Payments. The Service Award payable to  
22 Plaintiff shall not exceed \$500, and shall be payable from the Total Settlement Amount.

23          2.32 “Settlement,” “Settlement Agreement” and “Agreement” mean the settlement of  
24 this Action between and among Plaintiff and CSA, as set forth in this document.

25          2.33 “Settlement Administrator” means CPT Group.

26          2.34 “Settlement Administrator Expenses” means the maximum amount to be paid to  
27 the Settlement Administrator, which shall not exceed \$10,000. All Settlement Administrator  
28 Expenses are to be paid exclusively from the Total Settlement Amount.

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2.35 “Total Settlement Amount” means One Hundred and Eighty Thousand Dollars (\$180,000), which is the amount that Defendant is obligated to pay under this Settlement Agreement in order to resolve and settle this Action, subject to Court approval. The only circumstance in which Defendant is obligated to pay additional funds under this Settlement Agreement is employer-side payroll taxes on the portion of the Net Distribution Fund allocated to wage. For avoidance of doubt, the \$180,000 plus the employer-side payroll taxes on the wage portion of the settlement is the maximum amount Defendant is obligated to pay under this Settlement Agreement. Except for the employer-side payroll taxes on the portion of the Net Distribution Fund allocated to Wages, the Total Settlement Amount covers the Class Counsel Award, the Service Awards, the Settlement Administrator Expenses, the Individual Settlement Payments, all related interest, and all employee-side payroll and employment taxes, and all tax expenses. The Total Settlement Amount does not include employer-side payroll and employment taxes for wage payments under this Agreement, which Defendant agrees to pay separately.

2.36 “Void Date” means the date by which any checks issued to California Settlement Class Members and/or FLSA Settlement Collective Members shall become void, i.e. on the 181st day after mailing.

2.37 “1542 Waiver” means a waiver of the rights conferred by California Civil Code Section 1542, which provides:

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

### **3. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

3.1 Certification Of Classes And Claims: Solely for the purposes of this Settlement, the Parties stipulate and agree that the Court may certify the California Class Claims.

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1           3.2 Appointment Of Class Representative. Solely for the purposes of this Settlement,  
2 the Parties stipulate and agree Plaintiffs shall be appointed as representatives of the California  
3 Settlement Class Members.

4           3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement, the  
5 Parties stipulate and agree that Class Counsel shall be appointed as counsel for the California  
6 Settlement Class Members.

7           3.4 Appointment Of Settlement Administrator. Solely for the purposes of this  
8 Settlement, the Parties stipulate and agree that CPT Group shall be appointed to serve as  
9 Settlement Administrator. The Settlement Administrator shall be responsible for establishing: a  
10 toll-free telephone number through which California Class Members may make inquiries about  
11 the Settlement; a website, which will have links to the Notice of Settlement, the Settlement  
12 Agreement, and motions for the Class Counsel Award and the Service Awards; a Post Office  
13 Box for receipt of California Class Members' communications; preparing, printing and mailing  
14 the Notice of Settlement; receiving and reviewing requests for exclusion and objections, if any,  
15 submitted by California Class Members; calculating Individual Settlement Payments;  
16 calculating and paying any and all payroll tax or other required withholdings from the wage  
17 portion of the Individual Settlement Payments as required under this Settlement Agreement and  
18 applicable law; providing weekly status reports to CSA's Counsel and Class Counsel; providing  
19 a due diligence declaration for the Court prior to the Final Approval Hearing; mailing Individual  
20 Settlement Payments, the Service Awards, the Class Counsel Award and 75% of the PAGA  
21 Payment to the California Labor & Workforce Development Agency; printing and providing  
22 Plaintiffs, Class Counsel, California Settlement Class Members with IRS Forms W-2 and/or  
23 1099 as required under this Settlement Agreement and applicable law; providing a due diligence  
24 declaration for submission to the Court upon the completion of the Settlement; and for such  
25 other tasks as the Parties mutually agree. The Parties agree to cooperate in the Settlement  
26 administration process and to make all reasonable efforts to control and minimize Settlement  
27 Administration Expenses. The Parties each represent they do not have any financial interest in  
28

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1 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator  
2 that could create a conflict of interest.

3 3.5 Conditional Nature Of Stipulation For Certification. Solely for the purposes of  
4 this Settlement, the Parties stipulate and agree to the certification of the California Settlement  
5 Class Members and the California Class Claims. Should for whatever reason the Settlement not  
6 become effective, the fact that the Parties were willing to stipulate to certification as part of the  
7 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of  
8 whether the California Class Members and/or the California Class Claims should be certified in  
9 a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves its  
10 right to oppose any claim or class certification in this or any other action should this Settlement  
11 not become effective.

12 3.6 The Parties agree to stay all proceedings in the Action, except such proceedings  
13 necessary to implement and complete the Settlement, pending the Final Approval hearing to be  
14 conducted by the Court.

15 3.7 The Settlement is not intended to and may not be deemed to affect the  
16 enforceability of any arbitration agreement between Defendant and Plaintiffs and/or between  
17 Defendant and any California Class Member.

18 **4. SETTLEMENT CONSIDERATION**

19 4.1 CSA's total monetary obligation under this Settlement is the Total Settlement  
20 Amount (\$180,000). This is an "all in" number that includes, without limitation, all monetary  
21 benefits and payments for the California Settlement Class Members and the FLSA Settlement  
22 Collective Members, the Service Awards, the Class Counsel Award, the Settlement  
23 Administrator Expenses and the PAGA Payment, and all other claims for interest, fees, and  
24 costs. Under no circumstances shall CSA be required to pay anything more than the Total  
25 Settlement Amount, except that CSA will separately pay the employer payroll and employment  
26 taxes due for the wages payments made under this Agreement. In no event shall CSA be liable  
27 for making any payments under this Settlement, or for providing any relief to the California  
28

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1 Settlement Class Members and/or the FLSA Settlement Collective Members, before the  
2 Effective Date of this Agreement.

3 4.2 The Plaintiffs and all California Settlement Class Members and/or FLSA  
4 Settlement Collective Members who receive a payment of any kind from the Total Settlement  
5 Amount (including, in the case of the Plaintiffs, Service Awards) expressly agree to hold  
6 Plaintiffs, Class Counsel, Defendant, Defense Counsel and the Settlement Administrator  
7 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
8 payments under this Settlement.

9 4.3 Plaintiff agrees not to pursue a Service Award in excess of \$500. Defendant agrees  
10 not to oppose Plaintiff's application for such Service Award. Any Service Award awarded by  
11 the Court shall be paid from the Total Settlement Amount. If the Court awards less than the full  
12 Service Award, then the unawarded funds shall become part of the Net Distribution Fund.

13 4.4 Plaintiff agrees not to seek a Class Counsel Award from the Court in excess of  
14 one third (1/3), or \$60,000.00, of the Total Settlement Amount. CSA agrees not to oppose a  
15 request for a Class Counsel Award up to one third (1/3), or \$60,000.00, of the Total Settlement  
16 Amount. Any Class Counsel Award awarded by the Court shall be paid from the Total  
17 Settlement Amount. If the Court awards fees in an amount less than the Class Counsel Award,  
18 the unawarded fees shall become part of the Net Distribution Fund.

19 4.5 Plaintiff shall seek a PAGA Payment of \$10,000. 75% of the PAGA Payment  
20 shall be paid to the Labor and Workforce Development Agency, and that the remaining 25%  
21 shall be paid to the PAGA Representative Group Members. CSA agrees not to oppose Plaintiff's  
22 request for the PAGA Award or to oppose the 75%/25% allocation of the PAGA Payment. The  
23 PAGA Payment shall be paid from the Total Settlement Amount. If the Court awards less than  
24 the requested PAGA Payment, the unawarded funds shall become part of the Net Distribution  
25 Fund.

26 4.6 Plaintiff agrees to file a First Amended Complaint that includes all of the factual  
27 and legal allegations in the Complaint and adds the following class-wide claims on behalf of all  
28 CSA's non-exempt employees since February 14, 2016: (1) Violation of California Labor Code

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1 §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and  
2 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid  
3 Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1  
4 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final  
5 Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely  
6 Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant  
7 Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite  
8 Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed  
9 Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200,  
10 et seq.; (10) penalties pursuant to the Private Attorneys General Act (“PAGA”) (Cal. Labor  
11 Code §2699, et seq.;

12 4.7 The Settlement Administrator agrees its expenses to administer the Settlement  
13 shall not exceed \$12,000. The Settlement Administration Expenses shall be paid from the Total  
14 Settlement Amount. Any Settlement Administration Expenses not actually incurred by the  
15 Settlement Administrator shall become part of the Net Distribution Fund.

16 4.8 The Individual Settlement Payments from the Net Distribution Fund, excluding  
17 the PAGA award that is payable to the PAGA Representative Group members, shall be  
18 calculated on a pro-rata, workweek basis. Specifically, the Net Distribution Fund shall be  
19 divided by all workweeks worked by California Settlement Class Members during the California  
20 Class Period in order to establish the value of each workweek worked. The Individual  
21 Settlement Payment to be made to each California Settlement Class Member shall be calculated  
22 by multiplying the weekly value times the number of workweeks worked by the California  
23 Settlement Class Member.

24 4.9 In addition, the PAGA Representative Group will receive a pro-rata share of the  
25 25% PAGA Payment. This payment shall be calculated on a pro-rata, workweek basis.  
26 Specifically, 25% of the PAGA payment shall be divided by all workweeks worked by the  
27 PAGA Representative Group during the PAGA period in order to establish the value of each  
28 workweek worked. The Individual Settlement Payment to be made to each PAGA



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1 Representative Group Member shall be calculated by multiplying the weekly value times the  
2 number of workweeks worked by the PAGA Representative Group Member.

3 4.10 The Settlement Administrator shall calculate the Individual Settlement Payments  
4 based on the Class Information provided to the Settlement Administrator by CSA. The  
5 Settlement Administrator shall allocate 20% of each Individual Settlement Payment to  
6 settlement of wage claims, 10% of each Individual Settlement Payment to reimbursement of  
7 business expenses, 35% of each Individual Settlement Payment to settlement of claims for  
8 interest, and 35% of each Individual Settlement Payment to settlement of claims for statutory  
9 penalties. Settlement Class Members are not eligible to receive any compensation other than  
10 the Individual Settlement Payments discussed above.

11 4.11 Amounts paid to Plaintiff, California Settlement Class Members and/or FLSA  
12 Settlement Collective Members pursuant to this Settlement Agreement do not count as earnings  
13 or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans) sponsored  
14 by Defendant or the Released Parties. Amounts paid will not result in any additional employee  
15 benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and shall not have any  
16 effect on the eligibility for, or calculation of, any employee benefit. Plaintiff and Class Members  
17 will be deemed to have waived all such claims, whether known or unknown by them, as part of  
18 their release of claims under this Agreement.

19 4.12 In exchange for the consideration provided by Defendant, Plaintiff, individually  
20 and on behalf of his heirs, estates, trustees, executors, administrators, representatives, agents,  
21 successors, and assigns, and anyone claiming through them or acting or purporting to act on his  
22 behalf, agrees to provide a Complete and General Release to the Released Parties. Plaintiff's  
23 Complete and General Release is subject to a 1542 Waiver.

24 4.13 In exchange for the consideration provided by Defendant, the California  
25 Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors,  
26 administrators, representatives, agents, successors, and assigns, and anyone claiming through  
27 them or acting or purporting to act on their behalf, agree to forever release, discharge, hold  
28 harmless, and covenant not to sue each and all of the Released Parties for the California

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1 Settlement Class Members' Released Claims. By cashing the checks for the Individual  
2 Settlement Payments, California Settlement Class Members further opt into the FLSA  
3 Settlement Collective and become FLSA Settlement Collective members and release the  
4 Released Parties from the FLSA Settlement Collective Members Released Claims.

5 4.14 In exchange for the consideration provided by Defendant, the FLSA Settlement  
6 Collective Members, individually and on behalf of their heirs, estates, trustees, executors,  
7 administrators, representatives, agents, successors, and assigns, and anyone claiming through  
8 them or acting or purporting to act on their behalf, agree to forever release, discharge, hold  
9 harmless, and covenant not to sue each and all of the Released Parties for the FLSA Settlement  
10 Collective Members' Released Claims.

11 4.15 As of the Effective Date, Plaintiffs, the California Settlement Class Members and  
12 the FLSA Settlement Collective Members shall be permanently barred and enjoined from  
13 initiating, asserting, or prosecuting against the Released Parties in any federal or state court or  
14 tribunal any and all claims released under this Settlement.

15 4.16 Plaintiff, California Settlement Class Members and FLSA Settlement Collective  
16 Members acknowledge that they may hereafter discover claims presently unknown and  
17 unsuspected, or facts in addition to or different from those which they now know or believe to  
18 be true with respect to claims released herein. Nevertheless, Plaintiff, California Settlement  
19 Class Members, FLSA Settlement Collective Members, and the PAGA Representative Group  
20 acknowledge that a portion of the consideration received herein is for a release with respect to  
21 unknown damages and complaints, whether resulting from known injuries and consequences or  
22 from unknown injuries or unknown consequences, and agree that it is their intention to fully,  
23 finally, and forever to settle and release all matters and all claims that exist, hereafter may exist,  
24 or might have existed, with respect to the California Settlement Class Members Released Claims  
25 and the FLSA Settlement Collective Members' Released Claims, respectively.

26 4.17 That an individual is both a California Settlement Class Member and a FLSA  
27 Settlement Collective Member shall in no way limit scope of the claims released by that  
28 individual.

**5. PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF THE SETTLEMENT**

5.1 Upon execution of this Settlement Agreement, Plaintiff shall submit a motion for preliminary approval of the Settlement to the Court. Plaintiff's motion for preliminary approval shall ask the Court to enter a Preliminary Approval Order substantially in the form attached hereto as Exhibit C. Plaintiff's motion shall also ask the Court to stay this action, and to prohibit any California Class Member and/or FLSA Collective Member from pursuing a separate action regarding any of the claims at issue in this case pending the Final Approval Hearing.

5.2 Within seven (7) calendar days of execution of this Settlement Agreement, Plaintiff shall file a First Amended Complaint. The First Amended Complaint, which shall include all legal and factual allegations of the Complaint and will make the following additions:

5.2.1 Adds the following Claims on behalf of Plaintiff and the California Class:  
(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq.

5.3 The Parties stipulate to the form of, and agree to submit to the Court for its consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement: the Class Notice (Exhibit B) and the [Proposed] Preliminary Approval Order (Exhibit C).

5.4 The Preliminary Approval Order shall:

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- Conditionally certify the California Class and the California Class Claims;
- Conditionally appoint Plaintiff and Class Counsel as representatives of the proposed California Settlement Class and the FLSA Settlement Collective;
- Appoint CPT Group as the settlement administrator, and order the Settlement Administrator to provide notice of the settlement as outlined below;
- Confirm that the procedure for distributing the Class Notice (discussed below) (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and their right to exclude himself from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law;
- Impose a stay on all litigation of the Action pending the Final Approval Hearing, or prohibit Plaintiff, California Class Members and FLSA Collective Members from prosecuting any claims against CSA or the Release Parties pending the Final Approval Hearing; and
- Order that the preliminary approval of the Settlement, certification of the California Settlement Class Members and the California Class Claims and the FLSA Settlement Collective Members and the FLSA Collective Claims, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

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1           5.5    The motion for preliminary approval shall request: that the Final Approval  
2   Hearing and any determination on the request for a Class Counsel Award and Service Awards  
3   be set no earlier than twenty-one (21) days after the Exclusion/Objection deadline; that Plaintiff  
4   be permitted to file his motion for final approval no later than fourteen (14) days before the  
5   Final Approval Hearing. Plaintiff will submit to Defendant's counsel, at least three (3) days  
6   before filing, the motion for preliminary approval and all supporting papers.

7           5.6    At the same time that Plaintiff files his motion for preliminary approval, Class  
8   Counsel will notify the LWDA that the Parties have filed a motion for preliminary approval of  
9   the settlement of a PAGA claim.

10   **6.    PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

11           6.1    No more than thirty (30) calendar days after entry of the Preliminary Approval  
12   Order, Defendant shall provide the Settlement Administrator with the Class Information for  
13   purposes of sending the Class Notice to California Class Members.

14           6.2    No more than forty-five (45) calendar days after entry of the Preliminary Approval  
15   Order (i.e., the Mailed Notice Date), the Settlement Administrator shall send the Class Notice  
16   to California Class Members via U.S. Mail.

17           6.3    The Class Notice will inform California Class Members that, unless they file a  
18   request to be excluded from the Settlement, they will become California Settlement Class  
19   Members; they will receive Individual Settlement Payments under the Agreement; they will be  
20   bound by the release of California Settlement Class Members Released Claims; and if they cash  
21   their Individual Settlement Payment check, they will thereby opt into the FLSA Settlement  
22   Collective and release the FLSA Settlement Collective Members Released Claims.

23           6.4    The Class Notice will inform California Class Members of their right to request  
24   exclusion from the Settlement and the procedure for doing so.

25           6.5    The Class Notice will inform California Class Members of their right to object to  
26   the Settlement and the procedure for doing so.

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1           6.6 The Class Notice shall include a statement as to the number of workweeks  
2           attributable to each California Class Members well as explanation for how the workweeks will  
3           be used to calculate the Individual Settlement Payments.

4           6.7 If any Class Notice mailed to any California Class Member is returned, the  
5           Settlement Administrator shall make a good-faith attempt to obtain the most-current names and  
6           postal mail addresses for those individuals, including cross-checking the names and/or postal  
7           mail addresses it received from CSA with other appropriate databases (e.g., the National Change  
8           of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis)  
9           for more-current names and/or postal mail addresses for those individuals. All California Class  
10          Members' names and postal mail addresses obtained through these sources shall be protected as  
11          confidential and not used for purposes other than the notice and administration of this  
12          Settlement. The address determined by the Settlement Administrator as the current mailing  
13          address shall be presumed to be the best mailing address for each California Class Members.  
14          The Settlement Administrator shall promptly re-mail the Class Notice to any California Class  
15          Member whose original notice was returned because of a wrong address.

16          6.8 If any Class Notice to a Settlement Class Member or Putative Settlement  
17          Collective Member is returned to the Settlement Administrator with a forwarding address, the  
18          Settlement Administrator shall forward the postal mailing to that address.

19          6.9 In the event that any Class Notice is returned as undeliverable a second time, no  
20          further postal mailing shall be required. The Settlement Administrator shall maintain a log  
21          detailing the instances Class Notices are returned as undeliverable, re-mailed, and when  
22          applicable, returned again.

23          6.10 The Settlement Administrator will also provide Class Notice via a content-neutral  
24          settlement website managed by the Settlement Administrator, and approved by counsel for the  
25          Parties.

26          6.11 The Parties agree that the procedures set forth in this Section comply with all due  
27          process requirements, constitute reasonable and the best practicable notice under the  
28          circumstances, and constitute an appropriate and sufficient effort to locate current addresses for

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1 California Class Members such that no additional efforts to do so shall be required. Any  
2 California Class Members who fail to receive the Notice of Settlement after these procedures  
3 have been followed will nonetheless be bound by this Settlement.

4 6.12 At least twenty-eight (28) days before the Final Approval Hearing, the Settlement  
5 Administrator shall provide a declaration of due diligence confirming: its dissemination of the  
6 Class Notice in accordance with the notice procedures of this Agreement; all attempts by the  
7 Settlement Administrator to locate California Class Members; the number of delivered and  
8 undeliverable Class Notices; the number of objections received (and copies of same); and the  
9 number of requests for exclusion received (but not copies of same). Class Counsel shall be  
10 responsible for filing the due diligence declaration with the Court.

11 **7. ESCALATOR/ DESCALATOR**

12 It is estimated that there are approximately 250 individuals in the proposed Settlement  
13 Class. Because the class period ends on the date the number of Class Members meets 10% of  
14 this number (275 people) the parties agree that no escalator/descalator is warranted.

15 **8. DEFENDANT'S ABILITY TO FUND SETTLEMENT**

16 CSA represents that its business is currently solvent, and it currently is and believes it  
17 will be able to pay the Settlement Fund within the time frame set forth below. Specifically, CSA  
18 has reviewed its financial status in contemplation of this Settlement and believes it will be able  
19 to comply with the payment schedule set forth below. CSA further affirms that it has not  
20 consulted or retained bankruptcy counsel or has contemplated a bankruptcy filing in the twelve  
21 (12) months prior to the date of this Settlement.

22 **9. PROCEDURE FOR REQUESTING EXCLUSION**

23  
24 9.1 California Class Members who wish to exclude themselves from (or "opt out" of)  
25 the Settlement must submit timely, written requests for exclusion. To be effective, the request  
26 for exclusion must include: the California Class Member's name, address, and telephone  
27 number; the name and case number of this case; a clear and unequivocal statement that the  
28

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individual wishes to be excluded from the Settlement; and the California Class Member's signature.

9.2 The request for exclusion must be mailed to the Settlement Administrator at the address provided in the Class Notice and must be postmarked no later than thirty (30) days after the Mailed Notice Date. The date of the postmark on the envelope containing the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by a California Class Member. Attempted collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.

9.3 The Settlement Administrator shall automatically notify Class Counsel and counsel for CSA if and when the number of timely-submitted requests for exclusion reaches 5% of all California Class Members. If more than 10% of California Class Members opt out of the Settlement, CSA at its sole and absolute discretion may elect to rescind and revoke the entire Settlement Agreement by sending written notice to Class Counsel that it revokes the Settlement within 30 days after expiration of the opt out period.

9.4 All California Class Members who do not opt out shall be bound by this Agreement, and all of their claims shall be dismissed with prejudice and released as provided for herein, even if they never received the Class Notice or other actual notice of this Settlement.

9.5 Plaintiff agrees not to request exclusion from the Settlement Class.

9.6 Notwithstanding the submission of a timely request for exclusion, California Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

## **10. PROCEDURE FOR OBJECTING**

10.1 Any California Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for CSA), and file



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1 with the Court, a timely statement of the objection. However, written objections are not required,  
2 and a California Class Member may also appear at the Final Approval Hearing to make any  
3 objections to the Court, in person.

4 10.2 All written objections and supporting papers must be filed or postmarked no later  
5 than the thirty (30) days after the Mailed Notice Date. The filing date or the date of the postmark  
6 on the envelope containing the objection shall be the exclusive means used to determine whether  
7 the written objection has been timely submitted.

8 10.3 A written objection must contain at least the following: (i) the objector's full  
9 name, address, telephone, and signature; (ii) a clear reference to the name and case number of  
10 the Action; (iii) a statement of the specific legal and factual basis for each objection argument;  
11 and (iv) a statement whether the objector intends to appear at the Final Approval Hearing, either  
12 in person or through counsel and, if through counsel, a statement identifying that counsel by  
13 name, bar number, address, and telephone number.

14 10.4 California Class Members who object to the proposed Settlement shall remain  
15 California Settlement Class Members and shall be deemed to have voluntarily waived their right  
16 to pursue an independent remedy against CSA and the Released Parties. To the extent any  
17 California Class Member objects to the Settlement, and such objection is overruled in whole or  
18 in part, those California Class Members will be forever bound by the Final Approval order and  
19 Judgment.

20 **11. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE**  
21 **SETTLEMENT**

22 11.1 Promptly after the Exclusion/Objection Deadline, Plaintiffs shall file a motion  
23 requesting final approval of the Settlement substantially in the form of the Final Approval Order  
24 attached as Exhibit D, the entry of which is a material condition of this Settlement. Plaintiff will  
25 submit to Defendant's counsel, at least three (3) days before filing, the motion requesting final  
26 approval and proposed Final Approval Order.

27 11.2 The Final Approval Order shall adjudge that, among other things:  
28

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- The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law.
- The Settlement as fair, reasonable, and adequate;
- Plaintiff and Class Counsel may adequately represent the California Settlement Class Members, and the FLSA Collective Members for the purpose of entering into and implementing the Agreement;
- The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- The Final Approval Order and Judgment of dismissal shall be final and entered forthwith;
- Without affecting the finality of the Final Approval order and Judgment, the Court retains continuing jurisdiction over Plaintiff, Defendant, the California Settlement Class Members, and the FLSA Settlement Collective Members as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- As of the Final Approval Date, the Plaintiff, California Settlement Class Members, and the FLSA Settlement Collective Members, and their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement,

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1 have conclusively compromised, settled, discharged, and provided: the Complete  
2 and General Release (in the case of Plaintiffs); the release of California Settlement  
3 Class Members Released Claims (in the case of the California Settlement Class  
4 Members); and release of FLSA Settlement Collective Members Released Claims  
5 (in the case of FLSA Settlement Collective Members) against CSA and the  
6 Released Parties, and are bound by the provisions of this Settlement Agreement;

- 7 • Notwithstanding the submission of a timely request for exclusion, California Class  
8 Members are still bound by the settlement and release of the PAGA Claims or  
9 remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969  
10 (2009), as requests for exclusion do not apply to the PAGA Claims, and further  
11 affirms that the State's claims for civil penalties pursuant to PAGA are also  
12 extinguished;
- 13 • This Settlement Agreement and the Final Approval order and Judgment to be  
14 binding on, and have *res judicata* and preclusive effect in, all pending and future  
15 lawsuits or other proceedings that encompass Plaintiff's, California Settlement  
16 Class Members', and the FLSA Settlement Collective Members' claims released  
17 herein, and that are maintained by or on behalf of Plaintiff, California Settlement  
18 Class Members, and the FLSA Settlement Collective Members and/or their heirs,  
19 estates, trustees, executors, administrators, principals, beneficiaries,  
20 representatives, agents, assigns, and successors, and/or anyone claiming through  
21 them or acting or purporting to act for them or on their behalf;
- 22 • Plaintiff, the California Settlement Class Members, and the FLSA Settlement  
23 Collective Members are permanently barred from filing, commencing,  
24 prosecuting, intervening in, or participating (as class members or otherwise) in  
25 any other lawsuit or administrative, regulatory, arbitration, or other proceeding in  
26 any jurisdiction based on the claims released herein;
- 27 • The Settlement provided for herein, and any proceedings undertaken pursuant  
28 thereto, are not, and should not in any event be offered, received, or construed as

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evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued; provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement;

- The Action is dismissed with prejudice;
- The Parties, without further approval from the Court, are authorized to agree to and adopt such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order; (ii) do not limit the rights of California Settlement Class Members, and FLSA Settlement Collective Members; and (iii) contains such other and further provisions consistent with the terms of this Settlement Agreement to which the Parties expressly consent in writing.

11.3 At the Final Approval Hearing, Class Counsel may also request entry of an Order approving the Class Counsel Award and the Service Awards to Plaintiff. Any such Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement Payment. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees and expenses or Service Awards. The disposition of Class Counsel's application for a Class Counsel Award, and for Service Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that such application be granted. Any disapproval or modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in connection with the Settlement. Released Parties shall have no liability to Plaintiff or Class Counsel arising from any claim regarding the division of any attorneys' fee/litigation cost award between and among Class Counsel.

## **12. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT BECOMES EFFECTIVE**

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12.1 Within seven (7) business days following the Effective Date, CSA shall provide the Total Settlement Amount (\$180,000) to the Settlement Administrator.

12.2 Within fifteen (15) business days following the Effective Date, the Settlement Administrator shall distribute Total Settlement Amount as follows:

- Pay the costs and expenses incurred in connection with administering this Settlement, which shall not be more than \$10,000.00;
- Subject to the approval and further order(s) of the Court, pay the Service Award to Plaintiff, which shall not be more than \$5,000 total;
- Subject to the approval and further order(s) of the Court, pay the Class Counsel Award, which shall not be more than \$60,000.00;
- Subject to the approval and further order(s) of the Court, distribute 75% of the PAGA Payment to the LWDA;
- Collect, pay, and prepare all tax forms related to any and all employer taxes incurred by Defendant as a result of this Settlement;
- Subject to the approval and further order(s) of the Court, distribute the Individual Settlement Payments from the Total Settlement Amount for the benefit of the California Settlement Class Members and the FLSA Settlement Collective.

12.3 If any portion of the Total Settlement Amount cannot be evenly distributed to the California Settlement Class Members, and/or the FLSA Settlement Collective Members, or if any the Individual Settlement Payments are not cashed after the Void Date, then within thirty (3) days after the Void Date, the Settlement Administrator shall void the checks and shall pay such unallocated and unclaimed funds to the California State Controller's Office's Unclaimed Property Fund division.

12.4 Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of the Settlement.

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12.5 California Settlement Class Members and FLSA Settlement Collective Members are not eligible to receive any compensation other than the Individual Settlement Payment.

12.6 The Individual Settlement Payments cashed shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS Forms W-4 and/or 1099s (if required). The parties agree all Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims, 35% to settlement of claims for interest and 35% to settlement of claims for statutory penalties, 10% to unreimbursed expenses. The portions allocated to Service Awards shall be reported on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies of all IRS Forms for the Plaintiffs, California Settlement Class Members, and FLSA Settlement Collective Members.

12.7 The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Plaintiffs, the California Settlement Class Members and the FLSA Settlement Collective Members are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiffs and the California Settlement Class Members and the FLSA Settlement Collective Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiffs, Class Counsel, CSA, CSA's counsel and the Released Parties free and harmless from and against any claims resulting from the tax treatment of payments under this Agreement. Plaintiffs, the California Settlement Class Members and the FLSA Settlement Collective Members acknowledge and agree that no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

12.8 Payments and tax reporting by the Settlement Administrator in the manner described above shall be deemed conclusive of compliance with this Settlement Agreement as to all California Settlement Class Members, and FLSA Settlement Collective Members. No

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1 California Settlement Class Members and/or FLSA Settlement Collective Members shall have  
2 any claim against the Plaintiffs, Class Counsel, CSA, CSA's counsel or the Settlement  
3 Administrator for distributions made substantially in accordance with this Settlement  
4 Agreement and/or orders of the Court. No California Settlement Class Members and/or FLSA  
5 Settlement Collective Members shall have any claim against CSA, the Released Parties or  
6 CSA's counsel relating to distributions made under this Settlement.

7  
8 **13. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**  
9 **SETTLEMENT AGREEMENT**

10 13.1 If the Court does not approve the Settlement as set forth in this Settlement  
11 Agreement, or if the Court enters the Judgment and appellate review is sought, and on such  
12 review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final  
13 Approval order does not otherwise become Final, then this Settlement Agreement shall be  
14 cancelled and terminated, unless all Parties, in their sole discretion within thirty (30) days from  
15 the date such ruling becomes final, provide written notice to all other Parties hereto of their  
16 intent to proceed with the Settlement under the terms of the Judgment as it may be modified by  
17 the Court or any appellate court.

18 13.2 In the event that: (i) the Settlement is not approved, is overturned, or is materially  
19 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this  
20 Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then:  
21 (a) the Parties stipulate and agree the Settlement, the Class Information, and all documents  
22 exchanged and filed in connection with the Settlement shall be treated as inadmissible mediation  
23 communications under Cal. Evid. Code §§ 1115 et seq., (b) the Settlement shall be without force  
24 and effect upon the rights of the Parties hereto, and none of its terms shall be effective or  
25 enforceable, with the exception of this Paragraph, which shall remain effective and enforceable;  
26 (c) the Parties shall be deemed to have reverted to their respective status prior to execution of  
27 this Agreement; (d) all Orders entered in connection with the Settlement, including the  
28 certification of the California Settlement Class Members and the California Class Claims, FLSA

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Settlement Collective Members and FLSA Collective Claims, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any statement or report concerning the Settlement Agreement, its existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any other action or proceedings.

#### **14. PLAINTIFF'S RECEIPT OF SETTLEMENT FUNDS OUTSIDE THIS LAWSUIT**

14.1 Plaintiff has made individual non-wage related claims against Defendants that are not the subject of this lawsuit. Plaintiff and Defendants have agreed to settle these claims by way of separate individual settlement and release agreements ("Individual Settlement Agreement(s)"). The obligations owing under these separate individual settlement and release agreements are entirely contingent on the Court approving this Stipulation. The existence of these settlement agreements must be disclosed to the Court by Plaintiff.

#### **15. ADDITIONAL PROVISIONS**

15.1 The Class Notice is the approved method for communicating with California Class Members about the Settlement. Plaintiff and Class Counsel will not issue any news media releases, initiate any contact with the news media, respond to any news media inquiry, post any



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1 information on a website (including social media), or have any other public communication  
2 about the Action or the fact, amount or terms of the Settlement.

3 15.2 All of the Exhibits to this Agreement are an integral part of the Settlement and are  
4 incorporated by reference as though fully set forth herein.

5 15.3 Unless otherwise noted, all references to “days” in this Agreement shall be to  
6 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend  
7 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

8 15.4 This Agreement supersedes all prior negotiations and agreements and may be  
9 amended or modified only by a written instrument signed by counsel for all Parties or the Parties’  
10 successors-in-interest.

11 15.5 The Parties reserve the right, subject to the Court’s approval, to make any  
12 reasonable extensions of time that might be necessary to carry out any of the provisions of this  
13 Agreement. Such extensions must be in writing to be enforceable.

14 15.6 The Released Parties shall have the right to file the Settlement Agreement, the  
15 Final Approval Order and Judgment, and any other documents or evidence relating to the  
16 Settlement in any action that may be brought against them in order to support a defense or  
17 counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith  
18 settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion  
19 or similar defense or counterclaim.

20 15.7 The Parties to the Settlement Agreement agree that the terms of the Settlement  
21 were negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length  
22 mediation session facilitated by Michael Young, and reflect a settlement that was reached  
23 voluntarily based upon adequate information and sufficient discovery and after consultation  
24 with experienced legal counsel.

25 15.8 Plaintiff, Class Counsel and Defendant have concluded that the Settlement set  
26 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiff  
27 asserted against CSA, including the claims on behalf of the California Class Members, and the  
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FLSA Collective Members, and that it promotes the best interests of the California Class Members and the FLSA Collective Members.

15.9 To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

15.10 Within sixty (60) days following the Effective Date, Class Counsel shall return to CSA all documents produced in the Action, or confirm in writing that all such documents have been destroyed.

15.11 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

15.12 This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

15.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

15.14 The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

15.15 This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

15.16 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the

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Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement.

15.17 Except where this Settlement Agreement itself provides otherwise, all terms, conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.18 This Settlement Agreement shall be governed by California law. Any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the San Diego County Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement Agreement shall be subject to the jurisdiction of said Court for all purposes related to this Settlement Agreement. This Paragraph relates solely to the law governing this Settlement Agreement and any action based thereon, and nothing in this Paragraph shall be construed as an admission or finding that California law applies to the Released Claims of any Plaintiff or California Class Member and/or the FLSA Collective Member who resides outside the State of California.

15.19 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

15.20 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

15.21 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

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Dated: \_\_\_\_\_, 2020

ANDREW RASMUSSEN

\_\_\_\_\_  
Plaintiff

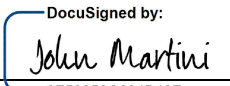
Dated: \_\_\_\_\_, 2020

SULLIVAN LAW GROUP

By: \_\_\_\_\_  
William B. Sullivan  
Attorneys for Plaintiffs and the Putative  
Class

Dated: **11/23/2020**, 2020


CUSTOMIZED SERVICE ADMINISTRATORS,  
INC.

By:   
Name: John Martini  
Title: General Manager

**Approved as to Form:**

Dated: **11/23/2020**, 2020

GORDON REES SCULLY MANSUKHANI,  
LLP

By:   
Travis Jang-Busby  
Lindsay David  
Attorneys for Defendants CUSTOMIZED  
SERVICES ADMINISTRATORS, INC.

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Dated: 11/30, 2020

ANDREW RASMUSSEN

  
Plaintiff

Dated: 12/1, 2020

SULLIVAN LAW GROUP

By:   
William B. Sullivan  
Attorneys for Plaintiffs and the Putative  
Class

Dated: \_\_\_\_\_, 2020

CUSTOMIZED SERVICE ADMINISTRATORS,  
INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

Dated: \_\_\_\_\_, 2020

GORDON REES SCULLY MANSUKHANI,  
LLP

By: \_\_\_\_\_  
Travis Jang-Busby  
Lindsay David  
Attorneys for Defendants CUSTOMIZED  
SERVICES ADMINISTRATORS, INC.