

# EXHIBIT A

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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 KATHLEEN B. LATHAM, an  
19 individual, on behalf of herself and all  
20 other similarly situated current and former  
21 employees,

22 Plaintiff,

23 v.

24 LEE HECHT HARRISON LLC and  
25 DOES 1 through 100, inclusive,

26 Defendants.

CASE NO. 8:20-cv-01769-DOC-JDE

**STIPULATED CLASS ACTION  
SETTLEMENT**

*[Removed from the Orange County  
Superior Court, Case No. 30-2020-  
01142377-CU-OE-CXC]*

Judge: Hon. David O. Carter

1 This Stipulation of Settlement is intended to resolve all class action and  
2 PAGA claims set forth in the above-entitled action.

3 **1. DEFINITIONS**

4 **1.1 “Agreement,” “Settlement” or “Settlement Agreement”** means the  
5 instant Stipulation of Settlement to settle the Class Action.

6 **1.2 “Claims Administrator”** means the firm of CPT Group or another  
7 mutually agreed upon third-party administrator.

8 **1.3 “Class Member”** means any employee who was employed by LHH in  
9 California in a nonexempt position between April 6, 2016, and the date the Court  
10 grants Preliminary Approval.

11 **1.4 “Class Period”** means the period from April 6, 2016, through the date  
12 the Court grants Preliminary Approval.

13 **1.5 “Class Representative Enhancement”** means the sums to be paid  
14 to Kathleen Latham as an enhancement for her work associated with her role and  
15 participation as the class representative and for the risks attendant to such role and  
16 participation.

17 **1.6 “Court”** as used herein means the United States District Court for the  
18 Central District of California.

19 **1.7 “Final Approval”** means the date on which the Court’s Judgment  
20 becomes final, which shall be deemed to be the last to occur of the following:

21 (a) if there are no objections to the settlement, then the date of final  
22 approval by the Court;

23 (b) if there are objections to the settlement, the day immediately following  
24 the expiration of the time period for filing an appeal, request for review or writ; or

25 (c) if an appeal, review or writ is sought from the Judgment, the day after  
26 the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and  
27 the Judgment is no longer subject to further judicial review.  
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1           **1.8 “First Mailing Date”** means the date on which the Claims  
2 Administrator sends the first Notice of Preliminary Approval to any Class Member.

3           **1.9 “Judgment”** means the entry of judgment of final approval for the  
4 settlement. The Judgment shall: retain the Court’s jurisdiction to enforce the terms  
5 of this Agreement and permanently enjoin all the Class Members from pursuing  
6 and/or seeking to reopen claims of any type based upon any of the conduct alleged  
7 in the Litigation.

8                   **1.10 “LHH”** means Defendant Lee Hecht Harrison, LLC, and refers  
9 generally to all released parties.

10           **1.11 “Litigation”** as used herein means the lawsuit filed in this action.

11           **1.12 “Net Settlement Amount”** means the Settlement Amount minus  
12 Plaintiff’s Counsel’s fees and costs, the charges and expenses of the Claims  
13 Administrator, the Class Representative’s Enhancement and the payment to the  
14 California Labor & Workforce Development Agency (“LWDA”) to settle the  
15 Private Attorney General (“PAGA”) claims.

16           **1.13 “Notice of Preliminary Approval”** means the notice sent to Class  
17 Members upon the Court’s Preliminary Approval in the form attached to this  
18 Stipulation of Settlement as Exhibit 3.

19           **1.14 “Plaintiff”** as used herein shall mean Kathleen Latham.

20           **1.15 “Plaintiff’s Counsel”** as used herein means the Law Office of Mark C.  
21 Thomas, APC and the Pettis Law Firm LLP.

22           **1.16 “Preliminary Approval”** means the Court’s Order preliminarily  
23 approving the settlement in the form attached hereto as Exhibit 2.

24           **1.17 “Settlement Amount” or “Settlement Payment”** means the total non-  
25 reversionary consideration of \$3,000,000.00 from which all Class Member  
26 payments, Plaintiff’s Counsel’s fees and costs, Class Representative’s Enhancement,  
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1 penalties to the California Labor & Workforce Development Agency (“LWDA”),  
2 and costs and expenses of administration of the Settlement shall be paid.

3 **1.18 “Settlement Class” or “Settlement Class Members”** means all  
4 persons who are Class Members who did not validly request exclusion (or “opt out”)  
5 from the Settlement in the manner provided by this Agreement and the Class  
6 Notice.

7 **1.19 “Timely Written Objection”** means a written objection to the  
8 Settlement which complies with Section 6.2, and that is filed with the Court and  
9 served on counsel for the Parties no later than 60 days after the Claims  
10 Administrator mails the Notice of Preliminary Approval.

11 **1.20 “Timely Written Request To Opt-Out”** means a written request to  
12 opt-out of the Settlement, in the form attached hereto as Exhibit 4 or that complies  
13 with Section 6.3, and that is received by the Claims Administrator and post-marked  
14 no later than 60 days after the Claims Administrator mails the Notice of Preliminary  
15 Approval.

16 **1.21 “Workweek”** means any week in which Class Members performed  
17 work for LHH at or for a LHH location in California during the Class Period.

18 **2. SCOPE, PURPOSE AND BENEFITS OF THE SETTLEMENT**

19 **2.1** This Agreement is intended to and does effectuate the full, final, and  
20 complete resolution of all allegations and claims that were asserted in the  
21 Litigation.

22 **2.2** Although neither Plaintiff nor LHH abandon their positions taken in the  
23 Litigation, the parties believe that continued litigation would be protracted,  
24 expensive, uncertain, and contrary to their best interests. In light of these realities,  
25 the parties believe that this Settlement is the best way to resolve the disputes  
26 between them at this time.

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2 **3. JURISDICTION**

3 The Court retains jurisdiction over the parties and the subject matter of this  
4 action. Plaintiff submits to this Court's jurisdiction for the purpose of effectuating  
5 this Settlement. The Litigation includes claims that, while LHH denies them in their  
6 entirety, would, if proven, authorize the Court to grant relief pursuant to the statutes  
7 and common law cited or relied on therein.

8 **4. STATEMENT OF NO ADMISSION**

9 **4.1 Denial of Liability.** LHH denies any and all liability for Plaintiff's  
10 claims and/or causes of action stated in the Litigation. This Agreement does not  
11 constitute, and is not intended to constitute, and will not be deemed to constitute, an  
12 admission by LHH as to the merits, validity, or accuracy of any of the allegations or  
13 claims made against it in the Litigation.

14 **4.2 Use of Evidence.** Nothing in this Agreement, or any action taken in  
15 implementation thereof, nor any statements, discussions or communications, nor any  
16 materials exchanged during the course of the negotiations leading to the Agreement,  
17 is intended by the parties to, nor will any of the foregoing constitute, be introduced,  
18 be used or be admissible in any way in this case or any other judicial, arbitral,  
19 administrative, investigative or other forum or proceeding, as evidence of any  
20 violation of any federal, state, or local law, statute, ordinance, regulation, rule or  
21 executive order, or any obligation or duty at law or in equity. Notwithstanding the  
22 foregoing, this Agreement may be used in any proceeding in the Court that has as its  
23 purpose the interpretation, implementation, or enforcement of the Agreement or any  
24 orders or judgments of the Court entered into in connection therewith.

25 **4.3 No Admission of Liability.** No evidence produced or created by  
26 Plaintiff or any Class Member in connection with the prosecution, settlement or  
27 administration of such settlement shall constitute, and will not be deemed to  
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1 constitute, an admission by LHH of any violation of any federal, state, or local law,  
2 statute, ordinance, regulation, rule or executive order, or any obligation or duty at  
3 law or in equity.

4       **4.4 Propriety of Class Certification.** Plaintiff seeks class certification  
5 under the terms of this Agreement for settlement purposes only. Nothing in this  
6 Agreement will be construed as a request, admission or acknowledgment of any  
7 kind by LHH that any class should be certified or given collective treatment in the  
8 Litigation or in any other action or proceeding. Further, neither this Agreement nor  
9 the Court's actions with regard to this Agreement, nor the actions of any Class  
10 Member with respect to this Agreement, will be admissible in any court or other  
11 tribunal regarding the propriety of class certification or collective treatment. In the  
12 event that this Agreement is not approved by the Court or any appellate court, or is  
13 terminated, or otherwise fails to be enforceable, LHH will not be deemed to have  
14 waived, limited, or affected in any way, any of its objections or defenses in the  
15 Litigation, including, but not limited to, its opposition to the certification of a class  
16 for the purposes of litigation.

17       **4.5 No Preclusive Effect.** Neither Plaintiff nor LHH concedes the merits  
18 of the other's contentions regarding the suitability of the Litigation for class  
19 certification under the Federal Rules of Civil Procedure, but have agreed to resolve  
20 the action through this Settlement in recognition of the expense and risk of  
21 continuing with the action and in the belief that the settlement is fair, adequate and  
22 reasonable. Therefore, in entering into this Agreement, it is the parties' mutual  
23 intention and agreement that if the Settlement does not become final as a  
24 consequence of any appeal taken from the Court's grant of Final Approval, the class  
25 certification will be vacated, Plaintiff and LHH will retain all rights to support or  
26 oppose certification for the purposes of litigation, and any certification arising from  
27 the Court's Final Approval of this Settlement may not be used by Plaintiff  
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1 or LHH in support of any argument for or against certification of any class. Neither  
2 the provisional certification nor, if ultimately approved, the certification of the Class  
3 to consummate this Settlement constitutes a determination by the Court that a  
4 plaintiff class should be certified for purposes of trial. Thus, if any appeal is  
5 successful in the Court of Appeal, the Court's certification of the class for settlement  
6 purposes shall be deemed void *nunc pro tunc*. This Agreement is explicitly  
7 conditioned on the Court's confirmation that its approval of class certification for  
8 settlement purposes pursuant to this Agreement shall not be accorded *res judicata*,  
9 judicial estoppel, collateral estoppel, or any other form of preclusive effect  
10 concerning the suitability of the Litigation for certification under the Code of Civil  
11 Procedure in the event that the Settlement does not become final as a consequence  
12 of any appeal from the Court's Order of Final Approval.

13 **5. WAIVER AND RELEASE**

14 **5.1 Release and Waiver of Claims.** Plaintiff, on behalf of herself and all  
15 Class Members (except any Class Members who timely "opt-out" pursuant to  
16 Section 6.3 below), hereby waives, releases and promises never to assert in any  
17 forum any and all claims, rights, demands or causes of action against LHH, that  
18 were asserted or could reasonably have been asserted on a class basis in the  
19 Litigation, based upon or reasonably related to the facts and claims alleged in the  
20 Litigation, as follows:

21 (a) Any and all claims for the payment of unpaid wages, including but not  
22 limited to overtime wages, uncompensated work, unreimbursed business expenses,  
23 timing of the payment of wages, and compensation associated with missed meal or  
24 rest periods, penalties (including, without limitation, penalties for alleged violations  
25 of California Labor Code sections 201, 202, 203, 204, 205.5 and 226), interest,  
26 costs, attorneys' fees, restitution, unjust enrichment, compensatory damages,  
27 liquidated damages, punitive damages, injunctive relief, and any other remedies  
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1 available at law or equity for wages allegedly owed to Plaintiff and with respect to  
2 the Class Members only to the extent that such claims were asserted or could have  
3 been asserted in the Litigation based upon any of the conduct alleged in the  
4 Litigation and which arose from their employment with LHH in California during  
5 the relevant Class Period. Subject to the foregoing, the claims being waived include  
6 any and all claims, rights, demands or causes of action, that were brought or could  
7 have been brought in the Litigation on behalf of the Plaintiff and all members of the  
8 Settlement Class under any state or local statutory or common law, including, but  
9 not limited to, California Labor Code §§ 201–205.5, 210, 218, 218.5, 218.6, 226,  
10 226.3, 226.7, 512, 558, 1197.1, 1194, 1198, 2698 *et seq.*, 2802, all related  
11 provisions of the California Industrial Welfare Commission Wage Orders,  
12 California Business and Professions Code § 17200 *et seq.*, California Code of Civil  
13 Procedure § 1021.5, and the laws of contract, torts and equity that relate to the  
14 claims asserted in the Litigation.

15       Except as to Plaintiff, who releases any and all claims, known or unknown,  
16 that she may have against LHH and who agrees to a section 1542 waiver, this  
17 release does not release any claims other than those described above or claims held  
18 by Class Members for unlawful employment discrimination under Title VII of the  
19 Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. § 2000e *et seq.*, the  
20 Americans with Disabilities Act (the “ADA”), 42 U.S.C. § 12101 *et seq.*, the Age  
21 Discrimination in Employment Act (the “ADEA”), 29 U.S.C. § 621 *et seq.*, or the  
22 California Fair Employment and Housing Act (the “FEHA”), California  
23 Government Code § 12940 *et seq.* or any other claims for wrongful termination  
24 based on state or federal law.

25       (b) Upon Final Approval of the Settlement, this waiver and release of  
26 claims shall be binding on Plaintiff and all Class Members who have not exercised  
27 the right to “opt-out” pursuant to Section 6.3, including each of their  
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1 respective executors, representatives, guardians ad litem, heirs, successors, and  
2 assigns. Further, this waiver and release of claims shall inure to the benefit  
3 of LHH and its predecessors and successors, as well as all of its current, former and  
4 future subsidiaries, affiliates, parent companies, fiduciaries, insurers, agents,  
5 partners, employees, assigns, subrogees, privies, officers, officials, directors,  
6 shareholders, attorneys, benefit plans, administrators and trustees.

7 (c) Plaintiff and all Class Members (except those who file a Timely  
8 Written Request To Opt Out) agree not to sue or otherwise make any individual  
9 claims against LHH for any claims or causes of action released under Section 5.1(a)  
10 of this Agreement.

11 **6. NOTICE, OBJECTIONS, AND OPPORTUNITY TO OPT-OUT**

12 **6.1 Notice.** Within ten (10) business days after entry of the Preliminary  
13 Approval Order, LHH shall submit to the Claims Administrator, in electronic form,  
14 a list which sets forth: 1) each Class Member's name; 2) last known address; and 3)  
15 social security number or employee identification number, and 4) Workweek data,  
16 including inclusive dates of employment. Within thirty (30) days of Preliminary  
17 Approval of this Settlement, the Claims Administrator will send Class Members by  
18 first-class mail, at their last known address, the Court-approved Notice of  
19 Preliminary Approval of this Settlement in a form attached hereto as Exhibit 3. This  
20 notice includes, among other things, a summary of the claims, the settlement, a  
21 calculation of the Class Member's estimated share of the Net Settlement  
22 Amount, and the right to object and/or opt-out. Prior to mailing this notice, the  
23 Class Administrator shall conduct a "national change of address search." The  
24 Claims Administrator will use reasonable efforts, including tracing, to identify the  
25 correct address and re-mail all returned, undelivered mail within five (5) days of  
26 receiving notice that a Notice of Preliminary Approval was undeliverable. The  
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1 parties agree to cooperate with the Claims Administrator to locate Class Members, if  
2 necessary.

3       **6.2 Objections.** All objections to the Settlement must be filed with the  
4 Court and served on all counsel no later than sixty (60) days after the Claims  
5 Administrator's First Mailing Date of the Notice of Preliminary Approval. If the  
6 Claims Administrator performs the duties that it is required to perform pursuant to  
7 the terms of this Settlement, the deadline to file objections shall be enforced  
8 notwithstanding any assertion that the Notice of Preliminary Approval was not  
9 received. If any objector intends to appear at the final fairness hearing, either in  
10 person or through counsel, he or she must include notice of that fact and state the  
11 grounds for his or her objection. The parties will be permitted to respond in writing  
12 to such objections within the time period set by the Court. If any Class Member  
13 fails to file and serve a Timely Written Objection, he or she will not be permitted to  
14 contest the settlement at the final fairness hearing. Submitting an objection is not  
15 the equivalent of opting out.

16       **6.3 Opportunity to Opt-Out.** To opt-out of the Settlement Class, a Class  
17 Member must provide the Claims Administrator with a Timely Written  
18 Request To Opt Out (*i.e.*, must be postmarked no later than 60 days after the First  
19 Mailing Date). The Opt-Out Form, substantially in the form of **Exhibit 4** attached  
20 hereto, shall be mailed to each Class Member by the Settlement Administrator.  
21 Within 10 days following the last day to opt out, the Claims Administrator shall  
22 provide by e-mail to counsel for the Parties the names and addresses of those Class  
23 Members who have submitted opt-out requests. In order to be valid, a request to  
24 opt-out must state the Class Member name, contain the last four digits of his/her  
25 social security number, be dated and signed by the Class Member and be timely  
26 received by the Claims Administrator. All Class Members shall be bound by all of  
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1 the terms of the Settlement Agreement and Final Judgment unless a timely request  
2 for exclusion is received by the Claims Administrator.

3 **6.4 Opportunity to Withdraw From the Settlement.** If the number of  
4 individuals opting out of the Settlement Class exceeds twenty-five percent (25%) of  
5 the Class Members combined, then LHH will have the right and option to  
6 unilaterally withdraw from and rescind the Settlement. To withdraw from the  
7 Settlement, LHH must first provide written notice to Plaintiff's Counsel within ten  
8 (10) calendar days after receipt of the above-described facsimile notice from the  
9 Claims Administrator that identifies the Class Members who have requested to be  
10 excluded from the Settlement Class.

11 **6.5 Timeliness.** Opt-outs postmarked or objections filed and served after  
12 the time periods set forth in Sections 6.2 and 6.3 are conclusively untimely and  
13 invalid.

14 **6.6 Solicitations.** At no time shall any of the Parties or their counsel seek  
15 to solicit or otherwise encourage Settlement Class Members to submit objections to  
16 the settlement, requests for exclusion from the settlement, or appeal from the Order  
17 and Final Judgment.

18 **7. ADMINISTRATION**

19 Class Members are not required to file claims to be paid the payments  
20 provided by this Settlement Agreement. All Class Members shall be paid the  
21 amount calculated pursuant to Section 8 below from the Net Settlement Amount  
22 unless they timely submit a request for exclusion in accordance with Section 6.3  
23 above.

24 **7.1 Claims Administrator.** The Claims Administrator will mail the  
25 Notice of Preliminary Approval to the Class Members. The Claims Administrator  
26 will date stamp all incoming written communications from the Class Members,  
27 including but not limited to objections and opt-outs. The Claims Administrator will  
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1 also disburse and calculate claims to be paid from the Net Settlement Amount. All  
2 charges assessed by the Claims Administrator for the administration of this case  
3 shall be paid from the Settlement Amount.

4 **7.2 Determination of Settlement Class Awards.** Payments from the Net  
5 Settlement Amount to Class Members shall be determined from LHH's records  
6 (*e.g.*, identification of Class Members and Workweeks for each Class Member)  
7 and calculated pursuant to Section 8 below. The information that LHH is required to  
8 provide shall be provided to the Claims Administrator in electronic form. The  
9 Claims Administrator shall perform the required calculations pursuant to Section 9  
10 below and shall provide Plaintiff's Counsel and LHH, in electronic form, the  
11 proposed payments that were calculated pursuant to Section 8 below.

12 **7.3 Class Members' Payments.** Payments to Class Members shall be sent  
13 by United States mail, first class, postage prepaid to the Class Member's last known  
14 address. Notwithstanding the foregoing, no payment shall be mailed to any Class  
15 Member whose notice package was returned to the Claims Administrator after fully  
16 complying with Section 6 above. Checks issued to Class Members shall contain a  
17 legend that they are in accord and satisfaction of all claims alleged in the  
18 Lawsuit. Settlement checks may be negotiated in any lawful manner subject to  
19 applicable law and the requirements of the institution that is negotiating such  
20 checks. The funds represented by any checks that were not issued because a current  
21 address could not be obtained for a Class Member by the Claims Administrator, or  
22 checks that were mailed but not cashed, shall be deemed residue and distributed  
23 pursuant to Section 8.1 below. Any funds remaining after the second distribution  
24 shall escheat to the state. The Parties further agree, to the extent permitted by law,  
25 that the provisions of Labor Code section 96.7 and Code of Civil Procedure section  
26 1500, *et seq.* relating to unclaimed wages and/or settlement funds are not  
27 applicable.

1           **8.       COMPUTATION AND DISTRIBUTION OF PAYMENTS**

2           **8.1     Distribution Formulas.** Each Class Member will receive as  
3 compensation for the claims alleged in the Litigation and for the waiver and release  
4 of claims set forth above in Section 5, an amount determined by the Claims  
5 Administrator in accordance with the following formulas:

6           The Parties recognize that the damages and penalty claims in this action are  
7 difficult to determine with any certainty for any given employee or time period, and  
8 are subject to myriad different methods of potential calculation and formulas. The  
9 Parties have agreed that from the Net Settlement Amount, the Claims Administrator  
10 will calculate the amount of individual Settlement Awards based on the number of  
11 weeks worked by Settlement Class Members during the Settlement Class Period, as  
12 reflected by LHH' payroll data. Specifically, each Settlement Class Member's  
13 Settlement Award will be calculated by multiplying the fraction  $x/y$  by the total of  
14 the Net Settlement Amount, where "x" equals the total number of Workweeks  
15 during the Class Period in which the Class Member was employed and receiving  
16 wages and "y" equals the total number of Workweeks during the Class Period in  
17 which all Eligible Class Members were employed and receiving wages. The Parties  
18 agree that this formula is reasonable and that the payments provided for herein are  
19 designed to provide a fair settlement to all Settlement Class Members, in light of the  
20 uncertainties concerning the compensation claimed to be owed to Settlement Class  
21 Members and the calculation of such amounts. All Settlement awards shall be  
22 deemed 20% wage compensation, subject to normal payroll withholding, 40%  
23 interest and 40% penalties, the latter two categories to be reported via Form 1099.

24           **8.2     Claim Forms.** If a Class Member disputes the number of Workweeks  
25 he or she worked during the Class Period, the Class Member will have the  
26 opportunity to submit a claim form, as well as any documentation to support the  
27 number of Workweeks. The Claim Form, substantially in the form of **Exhibit 1**

1 attached hereto, shall be mailed to each Class Member by the Settlement  
2 Administrator, which each Class Member may submit to dispute the number of  
3 Workweeks calculated by the Claims Administrator.

4 **8.3 Notice to the Court by the Claims Administrator.** Twenty-one  
5 (21) days prior to the hearing set for final approval of the settlement, the Claims  
6 administrator shall file with the Court a declaration stating the number of notices  
7 mailed, undeliverable notices, notices forwarded, address traces performed, notices  
8 re-mailed, opt-out requests and/or objections. Thirty (30) business days after the  
9 Final Approval, LHH shall fund the settlement by wiring the Settlement Amount  
10 into an account established by the Claims Administrator. Fifteen (15) business days  
11 after the wiring of the funds, the Claims Administrator will distribute the settlement  
12 (minus the cost of administration) to the Settlement Class Members,  
13 Plaintiff, and Plaintiff's Counsel.

14 **8.4 Maintenance of Records.** The Claims Administrator shall maintain  
15 complete, accurate, and detailed records regarding the administration of the  
16 Settlement Amount, including but not limited to, any and all receipts by and  
17 disbursements from the Settlement Amount. The Claims Administrator shall make  
18 such records available to Counsel for the Parties or to their designee upon  
19 reasonable request and at reasonable times. The documentation maintained by the  
20 Claims Administrator shall be sufficient to audit the administration of the settlement  
21 including, without limitation, the addresses to which claims packages and/or checks  
22 were sent and a list of checks which were sent to Settlement Class Members, but not  
23 cashed. Upon request, the Claims Administrator shall provide such records to  
24 Counsel for the Parties in electronic form. The Claims Administrator shall also  
25 provide counsel for the Parties with periodic reports of the number of requests for  
26 exclusion received from Settlement Class Members. The Claims Administrator shall

1 maintain all records for a period of not less than four years after the date of Final  
2 Approval.

3 **8.5 Settlement Administration Costs.** The Settlement Administrator  
4 shall be paid from the Settlement Payment for the Settlement Administration Costs.  
5 The Parties agree to cooperate in the Settlement administration process and to make  
6 all reasonable efforts to control and minimize Settlement Administration Costs.

7 The Parties each represent they do not have any financial interest in the  
8 Settlement Administrator or otherwise have a relationship with the Settlement  
9 Administrator that could create a conflict of interest.

10 The Settlement Administrator shall keep the Parties timely apprised of the  
11 performance of all Settlement Administrator responsibilities required by the  
12 Settlement. The Settlement Administrator shall be authorized to establish a  
13 Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which  
14 the Settlement Payment shall be placed and from which payments required by the  
15 Settlement shall be made.

16 The Settlement Administrator shall be entitled to withdraw from the QSF its  
17 Settlement Administration Costs at the same time as payments are made to  
18 Settlement Class Members and to Class Counsel for their attorneys’ fees.

19 **9. CLASS REPRESENTATIVE ENHANCEMENT**

20 **9.1 Amount of Payments.** Subject to approval by the Court, Plaintiff will  
21 receive an enhanced award (e.g., Class Representative Enhancement) of  
22 \$20,000.00 to be deducted from the Settlement Amount for his time and effort in  
23 prosecuting the Litigation on behalf of the Class Members and for assuming the risk  
24 of paying LHH’s costs in the event of an unsuccessful outcome, as well as in  
25 consideration for his execution of a full and complete waiver and release of all  
26 known and unknown claims against LHH. To the extent the Court awards less than  
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1 the requested Class Representative Enhancement, the difference shall revert to the  
2 Class.

3       **9.2 Tax Treatment.** IRS 1099 Forms will be issued to Plaintiff for her  
4 Class Representative Enhancement. Plaintiff hereby agrees that she is solely  
5 responsible for the payment of all taxes and other related contributions, if any, due  
6 as a result of the Class Representative Enhancement paid pursuant to this  
7 Agreement, and agrees to defend, indemnify and hold LHH harmless against any  
8 and all claims which may be asserted by any taxing or other government authority  
9 against LHH for taxes, withholding taxes, penalties, and any other assessment that  
10 may be asserted or levied by any tax or other government authority arising from or  
11 relating to the payment of the Class Representative Enhancements due to the failure  
12 of Plaintiff to pay any taxes for which she is responsible.

13       **10. ATTORNEYS' FEES AND COSTS**

14       The Claims Administrator shall pay from the Settlement Amount the  
15 following attorneys' fees and costs:

16       **10.1 Attorneys' Fees.** In connection with the motion for final approval,  
17 Plaintiff's Counsel shall file a motion with the Court seeking approval of an award  
18 of attorneys' fees for all past and future work necessary to prosecute, settle and  
19 administer the Litigation in an amount not greater than \$900,000. The "future"  
20 aspect of this amount includes, without limitation, all time expended by Plaintiff's  
21 Counsel in defending the Settlement and securing Final Approval (including any  
22 appeals thereof) and assisting in the administration of this Settlement as  
23 necessary. Any and all such future work shall be performed at no additional charge  
24 to either the Class Members or LHH. LHH agrees not to oppose such motion. Any  
25 attorneys' fees awarded by the Court to Plaintiff's Counsel shall be paid to the firms  
26 listed in Section 1.15 above (the "Firm" or "Firms"), and such payment may be  
27 wired or mailed to the Firms. The Firms may distribute such attorneys' fees to  
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1 Plaintiff's Counsel and/or any other counsel that assisted in the prosecution of this  
2 Litigation in such proportions as the Firms shall in good faith determine represents  
3 each counsel's contribution to the prosecution and resolution of the Litigation,  
4 subject to disclosure to and approval by this Court. It is further understood and  
5 agreed that any such distribution may be modified by the Firms, in their sole  
6 discretion, in the event an appeal is filed to account for the additional services  
7 rendered and/or costs incurred by the Firms in defending any such appeal. To the  
8 extent the Court awards less than the requested attorneys' fees, the difference shall  
9 revert to the Class.

10 **10.2 Costs.** In connection with the motion for final approval, Plaintiff's  
11 Counsel shall file a motion with the Court seeking approval of an award of actual  
12 and reasonable costs. LHH agrees not to oppose such motion and, subject to Court  
13 approval, such sums shall be paid from the Settlement Amount as approved by the  
14 Court. Any costs awarded by the Court to Plaintiff's Counsel shall be paid to the  
15 Firms listed in Section 1.15, and may be wired or mailed to the Firms. The Firms  
16 shall distribute such costs in such proportions as such costs were incurred by the  
17 Firms and/or other counsel that assisted in the prosecution and resolution of the  
18 Litigation, subject to disclosure to and approval by this Court.

19 **11. PAGA CLAIMS.**

20 **11.1** To the extent approved by the Court, Fifty Thousand Dollars  
21 (\$50,000.00) from the Settlement Payment shall be allocated to penalties under  
22 PAGA, of which Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) shall  
23 be paid by the Settlement Administrator directly to the LWDA at the same time as  
24 the payments are made to Settlement Class Members and to Class Counsel for their  
25 attorneys' fees. The remaining Twelve Thousand Five Hundred Dollars  
26 (\$12,500.00) shall be part of the Net Payment and shall be distributed to Settlement  
27 Class Members as part of their Individual Settlement Payments.

1           **12.1 TAXATION**

2           **12.1** The parties agree that appropriate withholding of federal, state, and  
3 local income taxes, and each Class Member’s share of FICA and Medicare  
4 taxes, will be made from payments to the Class Members, including Plaintiff, except  
5 for the Class Representative Enhancement, and the settlement amounts attributed to  
6 penalties and interest, and that said withholdings will be deducted from the  
7 Settlement Amount. The amounts paid as the Class Representative Enhancement,  
8 penalties, and interest shall be reported via 1099 Forms.

9           **12.2** The amount of federal income tax withholdings will be made pursuant  
10 to applicable federal, state and/or local withholding codes or regulations.

11           **12.3** W-2 Forms and/or 1099 Forms will be distributed at times and in the  
12 manner required by the Internal Revenue Code of 1986, as amended (the “Code”)  
13 and consistent with this Agreement with respect to payments made to the Class  
14 Members.

15           **12.4** If the Code, the regulations promulgated thereunder, or other applicable  
16 tax law changes after the date of this Agreement, the processes set forth in this  
17 section may be modified with the approval of the Court in a manner to  
18 bring LHH into compliance with any such changes.

19           **12.5** The Parties warrant, represent and agree that no one has provided tax  
20 advice to the other and that any responsibility or liability for any tax matters relating  
21 to any payments made under this Agreement including, but not limited to, the  
22 withholding of, or reporting of taxes, belongs to the individual Class Member. Each  
23 Class Member is advised to consult with his or her own tax advisor concerning the  
24 tax consequences of the Settlement to him or her.

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1           **13.    COURT APPROVAL**

2           **13.1** This Agreement is contingent upon Preliminary and Final Approval of  
3 this Stipulation of Settlement (including any appeals thereof) and the non-  
4 withdrawal of LHH from the Settlement in accordance with Section 6.4 above.

5           **13.2** The parties agree to take all steps as may be reasonably necessary to  
6 secure approval of the Agreement, to the extent not inconsistent with the terms of  
7 this Agreement, and will not take any action adverse to each other in obtaining  
8 Court approval, and, if necessary, appellate approval, of the Agreement in all  
9 respects. Plaintiff and her counsel expressly agree that they will not file any  
10 objection (as opposed to request for correction) to the terms of this Stipulation of  
11 Settlement or assist or encourage any person or entity to file any such objection or to  
12 opt-out of the Settlement Class.

13           **14.    FINAL ACCOUNTING**

14           **14.1 Final Accounting.** No later than 30 calendar days after the occurrence  
15 of both the Final Approval and the distribution of all payments to be paid pursuant  
16 to the terms of this Agreement, the Claims Administrator shall submit to the Parties  
17 and file with the Court a final accounting of all monies paid from the Settlement  
18 Amount.

19           **14.2 No Further Obligations.** Upon receipt of the final accounting  
20 referenced in Section 14.1 and the payment of the monies required to be paid from  
21 the Settlement Amount, LHH shall have no obligation to provide further funding  
22 pursuant to this Agreement.

23           **15.    NOTICES**

24           **15.1 Designated Recipients.** Unless otherwise specified in this Agreement  
25 or agreed to in writing by the Party receiving such communication, all notices,  
26 requests, or other required communications hereunder shall be in writing and shall  
27 be sent by one of the following methods: (a) first class mail, postage prepaid; (b) by  
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1 e-mail; or (c) by personal delivery (including by Federal Express or other courier  
2 service). All such communications shall be sent to the undersigned persons at their  
3 respective addresses as set forth herein.

4 **Plaintiff's Counsel**

5 Mark C. Thomas

6 Law Office of Mark C. Thomas, APC

7 555 Montgomery Street, Suite 605

8 San Francisco, CA 94111

9 Tel: 415.986.1338 x 140

10 E-mail: mark@mctlawoffice.com

11 ///

12 **LHH's Counsel**

13 Steve L. Hernandez

14 DLA Piper LLP (US)

15 2000 Avenue of the Stars

16 Suite 400 North Tower

17 Los Angeles, California 90067-4704

18 Tel: 310.595.3000

19 E-mail: steve.hernandez@us.dlapiper.com

20 ///

21 **15.2 Changes in Designated Recipients.** Any Party may re-designate the  
22 Person to receive notices, requests, demands, or other communications required or  
23 permitted by this Agreement by providing written notice to the other Parties and the  
24 Claims Administrator.

25 **16. MISCELLANEOUS PROVISIONS**

26 **16.1 Stay of Litigation.** The parties agree to a stay of the Litigation,  
27 pending Final Approval of the Agreement.

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1           **16.2 Interpretation of the Agreement/Continuing Jurisdiction.** The  
2 Agreement will be interpreted and enforced under the laws of the State of  
3 California. The Court shall retain jurisdiction with respect to the  
4 interpretation, implementation and enforcement of the terms of this Agreement and  
5 all orders and judgments entered in connection therewith, and the Parties and their  
6 counsel hereto submit to the exclusive jurisdiction of the Court and consent to the  
7 personal jurisdiction of this Court over each of them for the purpose of interpreting,  
8 implementing and enforcing the settlement embodied in this Agreement and all  
9 orders and judgments entered in connection therewith.

10           **16.3 Final Agreement.** The terms and conditions of this Agreement  
11 constitute the exclusive and final understanding and expression of all agreements  
12 between the parties with respect to the resolution of the Litigation. Plaintiffs, on  
13 their own behalf and on behalf of the classes they represent, and LHH, have agreed  
14 to enter into this Agreement based solely upon its terms and not in reliance upon any  
15 representations or promises other than those contained in this  
16 Agreement. Notwithstanding the foregoing, this Agreement may be amended or  
17 modified by a written instrument signed by counsel for all Parties or their  
18 successors-in-interest, subject to approval by the Court.

19           **16.4 Counterparts.** This Agreement may be executed in one or more actual  
20 or telecopied counterparts, all of which will be considered one and the same  
21 instrument and all of which will be considered duplicate originals.

22           **16.5 Authority.** Counsel for the Parties warrant and represent that they are  
23 expressly authorized by the Parties whom they represent to negotiate this Agreement  
24 and to take all appropriate action required or permitted to be taken by such Parties  
25 pursuant to this Agreement to effectuate the terms hereof, and to execute any other  
26 documents required to effectuate the terms of this Agreement. Each individual  
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1 signing below warrants that she or he has the authority to execute this Agreement on  
2 behalf of the party for whom or which that individual signs.

3       **16.6 Costs of Administration.** The Class Members and Plaintiff’s Counsel  
4 shall not have any responsibility or liability with respect to any administrative costs  
5 incurred in connection with the administration of this settlement. All charges for  
6 administration shall be paid from the Settlement Amount as required by this  
7 Agreement.

8       **16.7 No Continuing Liability.** No person shall have any claim  
9 against LHH, the Class Members, Plaintiff or Plaintiff’s Counsel based on  
10 distributions or payments made in accordance with this Agreement.

11       **16.8 Lapse.** If this Agreement is not approved, or is terminated, rescinded,  
12 canceled, or fails to become effective for any reason, and Final Approval does not  
13 occur, then no funds shall be paid from the Settlement Amount and any previously  
14 paid monies, except costs of administration, shall be returned to LHH.

15       **16.9 Injunctive Relief.** As part of this Agreement, LHH shall not be  
16 required to enter into any consent decree, nor shall LHH be required to agree to any  
17 provision for injunctive or prospective relief.

18       **16.10 Effect of Payments to Class Members.** Neither the payments paid to  
19 Class Members or Plaintiff pursuant to this Agreement nor any other term of this  
20 Agreement shall have any effect on the eligibility or calculation of any employee  
21 benefits. The Parties agree that any payments paid to Class Members under the  
22 terms of this Agreement do not represent any modification of any Class Member’s  
23 previously credited hours of service or other eligibility criteria under any employee  
24 pension benefit plan, employee welfare benefit plan or other program or policy  
25 sponsored by LHH. Further, such payments shall not be considered compensation  
26 or annual earnings for benefits in any year for purposes of determining eligibility  
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1 for, or benefit accrual within, an employee pension benefit plan, employee welfare  
2 benefit plan or other program or policy sponsored by LHH.

3 **16.11 Exhibits.** The terms of this Agreement include the terms set forth in  
4 any of the attached Exhibits 1 through 4, which are incorporated by this reference as  
5 though fully set forth herein. The Exhibits to this Agreement are an integral part of  
6 the Agreement. In the event of any conflict between the Agreement and the  
7 Exhibits, the terms of the Agreement shall control.

8 **16.12 Further Acts.** The Parties and their respective counsel will cooperate  
9 with each other and use their best efforts to effect the implementation of the  
10 Agreement. In the event the Parties are unable to reach agreement on the form or  
11 content of any document needed to implement the Agreement, or on any  
12 supplemental provisions that may become necessary to effectuate the terms of this  
13 Agreement, the Parties may seek the assistance of the Court to resolve such  
14 disagreement.

15 **16.13 Construction.** Each of the Parties has cooperated in the drafting and  
16 preparation of this Agreement. Hence, any construction of this Agreement shall not  
17 be construed against any of the Parties and before declaring any provision  
18 of this Agreement invalid, the Court shall first attempt to construe the provisions  
19 valid to the fullest extent possible consistent with applicable precedents so as to  
20 render all provisions of this Agreement valid and enforceable.

21 **16.14 LHH's Costs.** All of LHH's attorney's fees and costs incurred in this  
22 Action shall be borne by LHH from LHH's separate funds and not paid from the  
23 Settlement Amount.

24 **16.15 Plaintiff's Duties.** Plaintiff agrees to sign this Agreement and by  
25 signing this Agreement is bound by the terms herein stated, and further agrees not to  
26 request to be excluded from the Settlement Class or to object to any of the terms of  
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1 this Agreement. Non-compliance by Plaintiff with this paragraph shall be void and  
2 of no force and effect.

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4 Dated:

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By: \_\_\_\_\_

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Kathleen Latham

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9 Dated: February 22, 2022

Lee Hecht Harrison, LLC

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Digitally signed by John Morgan  
DN: cn=John Morgan, o=Lee Hecht  
Harrison, ou=President,  
email=John.Morgan@lhh.com, c=US  
Date: 2022.02.23 09:16:18 -05'00'

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By: \_\_\_\_\_

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John Morgan, President

13 **Approved as to form and content:**

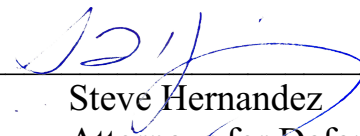
14 Dated: February 23, 2022

DLA Piper

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By: \_\_\_\_\_



Steve Hernandez  
Attorneys for Defendant

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19 Dated:

Law Office of Mark C. Thomas, APC

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By: \_\_\_\_\_

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Mark C. Thomas  
Attorneys for Plaintiff

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24 Dated:

Pettis Law Firm, LLP

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By: \_\_\_\_\_

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James Pettis  
Attorneys for Plaintiff

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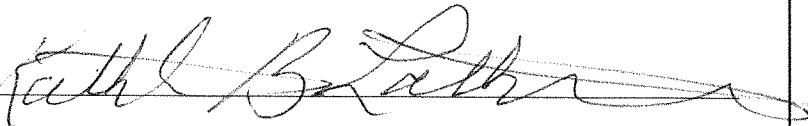
1 this Agreement. Non-compliance by Plaintiff with this paragraph shall be void and  
2 of no force and effect.

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4 Dated:

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By:   
Kathleen Latham

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9 Dated:

Lee Hecht Harrison, LLC

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By: \_\_\_\_\_

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[name of authorized signatory]

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**Approved as to form and content:**

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Dated:

DLA Piper

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By: \_\_\_\_\_

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Steve Hernandez  
Attorneys for Defendant

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Dated:

Law Office of Mark C. Thomas, APC

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By: \_\_\_\_\_

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Mark C. Thomas  
Attorneys for Plaintiff

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Dated:

Pettis Law Firm, LLP

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By: \_\_\_\_\_

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James Pettis  
Attorneys for Plaintiff

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1 this Agreement. Non-compliance by Plaintiff with this paragraph shall be void and  
2 of no force and effect.

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4 Dated:

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By: \_\_\_\_\_

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Kathleen Latham

8 ///

9 Dated:

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By: \_\_\_\_\_

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[name of authorized signatory]

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**Approved as to form and content:**

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Dated:

DLA Piper

15

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By: \_\_\_\_\_

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Steve Hernandez  
Attorneys for Defendant

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19 Dated:

*2/23/22*

Law Office of Mark C. Thomas, APC

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By: \_\_\_\_\_

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Mark C. Thomas  
Attorneys for Plaintiff

23 ///

24 Dated: 2/7/2022

25

26

By: \_\_\_\_\_

27

*J. Pettis*  
James Pettis  
Attorneys for Plaintiff

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