

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to final approval by the Court, it hereby stipulated by and between plaintiff Valerie Boyer, on behalf of herself, all others similarly situated and aggrieved (“Plaintiff”) and defendant Lucile Salter Packard Children’s Hospital at Stanford (“Defendant” or “LPCH”) that the Action, defined below, is hereby compromised and settled pursuant to the terms and conditions set forth in this Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Agreement”), and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Agreement. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

1. “Action”: The lawsuit was filed, on December 29, 2020, by Plaintiff in Santa Clara County Superior Court titled *Valerie Boyer v. Lucile Salter Packard Children’s Hospital at Stanford*, Case No. 20CV375153, pursuant to and in furtherance of this Agreement.

2. “Administration Costs”: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed eighteen thousand dollars and zero cents (\$18,000.00). All Administration Costs shall be paid from the Gross Settlement Amount.

3. “Application for Fees and Expenses”: Plaintiff’s request for attorneys’ fees and expenses contained within Plaintiff’s Motion for Order Granting Final Approval.

4. “Attorney Fee Award”: The amount, not to exceed 35% of the Gross Settlement Amount or one hundred and five thousand dollars and zero cents (\$105,000.00), finally approved by the Court and awarded to Class Counsel to compensate them for their fees and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. The Attorney Fee Award shall be paid from the Gross Settlement Amount. If a lesser amount is awarded by the Court, the remainder will become part of the Net Settlement Amount. If the Gross Settlement Amount is increased pursuant to section 5.b of this Agreement, Class Counsel may seek an Attorney Fee Award

1 up to 35% of the escalated Gross Settlement Amount.

2 5. "Class": Plaintiff and all other individuals in California who are or were employed by
3 Defendant and who entered into Temporary Remote Work Agreements with Defendant during the
4 Class Period.

5 a. Defendant represents that the Class consists of 1,200 Class Members. As part
6 of this Agreement, Defendant will stipulate to certification of the Class for settlement purposes only.

7 b. In the event the total number of Class Members conveyed to the Settlement
8 Administrator during the Class Period is 10% more than the Class Members stated in section 5.a of
9 this Agreement, Defendant will have the option of: increasing the Gross Settlement Amount for any
10 Class Members above 1,320, or void the deal. If Defendant elects not increase the Gross Settlement
11 Amount, Plaintiff can withdraw from the settlement, and the Parties will proceed with the Class and
12 PAGA claims, as defined below.

13 6. "Class Counsel": Craig Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.
14 and Amir Seyedfarshi of Employment Rights Law Group, APC.

15 7. "Class List": The list of Class Members that Defendant will diligently and in good faith
16 compile from its records and provide to the Settlement Administrator only. The Class List will be
17 provided in Excel format and will include the following information for each Class Member: (1) first
18 and last name; (2) last known mailing address; (3) social security number; (4) hire and termination
19 dates; (5) the total number of months during which the Class Member performed any actual work
20 during the Class Period as a member of the Class and (6) information about reimbursements for home
21 internet already received by Class Members from Defendant. The Settlement Administrator will keep
22 Class information confidential and use Class information only for the purposes described herein.

23 8. "Class Member": Each person eligible to participate in this Settlement who is a member
24 of the Class as defined above.

25 9. "Class Notice": The Notice of Class Action Settlement, substantially similar to the form
26 attached hereto as **Exhibit A**, subject to Court approval, which will be sent to Class Members.

27 10. "Class Period": The period from March 13, 2020 through March 12, 2021.

28 11. "Class Representative Payment": The amount the Court awards to Plaintiff for

1 execution of a broader general release of claims against Released Parties than Participating Class
2 Members, including a California Civil Code Section 1542 Waiver, which will not exceed ten thousand
3 dollars and zero cents (\$10,000.00) and is subject to Court approval. This payment shall be paid from
4 the Gross Settlement Amount, at no additional cost to Defendant, and will not be opposed by
5 Defendant and is being offered in consideration for Plaintiff executing a general release of claims
6 against Defendant, a release that is broader than any Participating Class Member, which will
7 compensate her for initiating the Action, performing work in support of the Action, and undertaking
8 the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the
9 prosecution of the Action.

10 12. "Complaint": The operative Complaint filed by Plaintiff in the Superior Court of Santa
11 Clara County.

12 13. "Cost Award": The amount requested by Class Counsel as part of this Settlement for
13 actual incurred costs, which shall not exceed twenty-four thousand dollars (\$24,000.00). The Cost
14 Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The
15 Cost Award is subject to Court approval. If the Court awards less than the amount requested, any
16 amount not awarded will become part of the Net Settlement Amount for distribution to Participating
17 Class Members.

18 14. "Counsel for Defendant": Michael D. Bruno and Sara A. Moore of Gordon Rees Scully
19 Mansukhani, LLP.

20 15. "Court": California Superior Court for the County of Santa Clara.

21 16. "Effective Date": the later of the following: (a) if no timely objections are filed or if
22 all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
23 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely
24 appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not
25 alter the terms of the Settlement.

26 17. "Final Approval Hearing": The hearing by the Court to determine whether to give final
27 approval to and implement the terms of this Agreement.

28 18. "Final Judgment or Final Approval": The final order entered by the Court finally

1 approving this Agreement.

2 19. "Gross Settlement Amount" or "GSA": The total value of the Settlement is a non-
3 reversionary maximum amount of three hundred thousand dollars and zero cents (\$300,000.00). This
4 is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes
5 without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the
6 Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by
7 the Court; (3) the Class Representative Payment paid to Plaintiff, as approved by the Court; (4) the
8 Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court.
9 No portion of the Gross Settlement Amount will revert to Defendant for any reason. Under no
10 circumstances will Defendant's Settlement payment exceed the GSA unless Defendant chooses to
11 exercise the escalator in section 5.b of this Agreement.

12 20. "LWDA": California Labor and Workforce Development Agency.

13 21. "Months": The total number of months worked by a Class Member for Defendant
14 during the Class Period. The total Months will be calculated by the Settlement Administrator. The
15 Settlement Administrator will calculate the number of months worked in California by the Class
16 Members during the Class Period, the amount to be paid per month, and the Settlement Share awards
17 to Class Members, based on the employment history data provided by Defendant to the Settlement
18 Administrator. One day worked in a month will be credited as one full Month. Defendant's
19 employment data will be presumed to be correct, unless a particular Class Member proves otherwise
20 to the Settlement Administrator by credible, written evidence. All disputes as to the number of Months
21 worked will be resolved and decided by the Settlement Administrator, and the Settlement
22 Administrator's decision on all shift disputes will be final and non-appealable. Any Months for which
23 the Class Members have already received a home internet reimbursement shall be excluded from that
24 Class Member's Months worked for purposes of distribution.

25 22. "Net Settlement Amount" or "NSA": The total amount of money available for payout
26 to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class
27 Representative Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is
28 the portion of the GSA that will be distributed to Class Members who do not request exclusion from

1 the Settlement.

2 23. "PAGA": The California Labor Code Private Attorneys General Act of 2004 (Cal.
3 Labor Code §§ 2698 *et seq.*).

4 24. "PAGA Aggrieved Employees": Plaintiff and all other individuals in California who
5 are or were employed by Defendant and who entered into Temporary Remote Work Agreements with
6 Defendant during the Class Period. The Class and PAGA Aggrieved Employees are co-extensive.

7 25. "PAGA Period" is from March 13, 2020, through March 12, 2021. The Class Period
8 and PAGA Period are co-extensive.

9 26. "PAGA Payment": The PAGA Payment consists of ten thousand dollars (\$10,000.00)
10 of the GSA allocated to satisfy the PAGA penalties claim as alleged in the Complaint. Seventy-five
11 percent (75%) of the PAGA Payment, or seven thousand five hundred dollars and zero cents
12 (\$7,500.00), shall be paid to the LWDA, and twenty-five percent (25%), or two thousand five hundred
13 dollars and zero cents (\$2,500.00), of the PAGA Payment shall be part of the Net Settlement Amount
14 distributed to the PAGA Aggrieved Employees.

15 27. "Opt Out Procedure": The process by which Class Members must undertake to not
16 participate in, and to not be bound by, the Settlement. Specifically, the Class Notice shall provide that
17 Class Members who wish to exclude themselves from, or opt out of, the Class must submit to the
18 Settlement Administrator a written statement (as directed by the Class Notice) requesting exclusion
19 from the Settlement (also referred to herein as "opt out") which must: (a) state the Class Member's
20 name; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement;
21 and (c) be postmarked no later than the Response Deadline. Any Class Member who properly opts out
22 of the Class using this procedure will no longer be a member of the Class, will be barred from
23 participating in this Settlement, will be barred from objecting to this Settlement, and will receive no
24 benefit from this Settlement. Class Members who do not timely opt out in accordance with the Opt-
25 Out Procedure shall automatically receive a Settlement Share and shall be bound by the Settlement of
26 the Class Claims. An opt out request shall not be effective as to the release of claims under PAGA
27 and shall not preclude the Class Member who worked during the PAGA Period from receiving their
28 share of the PAGA Payment.

1 28. “Participating Class Members”: All Class Members who do not submit a valid and
2 timely request to opt out of this Settlement.

3 29. “Preliminary Approval Hearing”: The hearing by the Court to determine whether to
4 give preliminary approval to and implement the terms of this Agreement.

5 30. “Preliminary Approval or Preliminary Approval Order”: The Court’s order
6 preliminarily approving the proposed Settlement.

7 31. “Projected Month Value”: The estimated Net Settlement Amount divided by the sum
8 of all Months worked by all Class Members. This will be the value the Settlement Administrator will
9 use to estimate the Class Members’ Settlement Shares in the Class Notice. Any Months for which a
10 Class Member already received a home internet reimbursement shall be excluded from this
11 calculation.

12 32. “Qualified Settlement Fund” or “QSF”: The Parties agree that the QSF is intended to
13 be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations §
14 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the
15 benefit of Participating Class Members and will be administered by the Settlement Administrator as
16 such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a
17 Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such
18 election statement shall be attached to the appropriate returns as required by law.

19 33. “Released Claims”: Any and all claims, obligations, demands, rights, causes of action,
20 and liabilities against Defendant during the Class Period, under PAGA and/or Labor Code Section
21 2802 that have been asserted or that could have been asserted in Plaintiff’s LWDA PAGA letter, and
22 Plaintiff’s Complaint and Amended Complaint, based on the facts, claims and/or allegations therein,
23 including for failure to provide timely and/or complete reimbursement for necessary business-related
24 expenditures, and includes all such claims for recovery of expenses and/or all penalties under
25 California Labor Code section 2802, California Business & Professions Code section 17200, *et seq.*
26 (based on section 2802 claims), and California’s Wage Orders (for unreimbursed expenses), from
27 during the Class Period. Released Claims shall not apply to claims for workers’ compensation benefits,
28 unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived

1 or released. The Parties acknowledge that Released Claims includes any claims for penalties under
2 PAGA resulting from any LWDA investigation.

3 34. "Released Parties": Defendant Lucile Salter Packard Children's Hospital at Stanford
4 and its past, present and/or future, direct and/or indirect, officers, directors, members, managers,
5 employees, agents, representatives, attorneys, insurers and reinsurers, partners, principals, heirs,
6 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
7 predecessors, successors, assigns, and joint venturers.

8 35. "Response Deadline": The date sixty (60) days after the Settlement Administrator mails
9 the Class Notice to Class Members, which is the last date on which Class Members may submit opt
10 out requests, written objections to the Settlement, or Months disputes. In the event the 60th day falls
11 on a Sunday or federal holiday, the Response Deadline will be extended to the next day on which the
12 U.S. Postal Service is open. The Response Deadline for opt out requests or objections will be extended
13 fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement
14 Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response
15 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
16 Deadline may also be extended by express written agreement between Class Counsel and Counsel for
17 Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to
18 unilaterally extend the Response Deadline.

19 36. "Settlement Administrator": The third-party administrator agreed upon by Parties to
20 administer this Settlement will be Atticus Administration LLC.

21 37. "Settlement Share": The amount payable to each Participating Class Member under the
22 terms of this Settlement Agreement. The Settlement Share shall be determined by multiplying the
23 Participating Class Member's total number of Months worked during the Class Period (after resolution
24 of any dispute regarding the number of Months) multiplied by the Month Value. Any Months for
25 which a Class Member has already received a home internet reimbursement shall be excluded from
26 this calculation.

27 38. "Month Value": The value calculated by dividing the NSA by the sum of all Months
28 worked by all Participating Class Members, excluding any month for which a Class Member already

1 received a home internet reimbursement.

2 II. RECITALS

3 A. Lawsuit. On December 29, 2020, Plaintiff filed a Complaint in the Superior Court of
4 California for the County of Santa Clara entitled *Valerie Boyer v. Lucile Salter Packard Children's*
5 *Hospital at Stanford*, Case No. 20CV375153. Defendant denies, generally and specifically, each and
6 every allegation and cause of action in the Complaint.

7 B. Mediation. The Parties attended private mediation with a California wage and hour
8 class action mediator, Michael Loeb, on February 28, 2023. The Parties reached an agreement in
9 principle to settle the case after a mediator's proposal was accepted by the Parties on May 18, 2023,
10 the terms of which are reflected herein. At all times, the Parties' settlement negotiations have been
11 non-collusive, adversarial, and at arm's length. This Agreement represents a compromise and
12 settlement of highly disputed claims and defenses, as Plaintiff believes his claims have merit and
13 Defendant believes its defenses have merit. Nothing in this Agreement shall be construed as an
14 admission by Defendant or any of the Released Parties that the asserted claims have merit or as an
15 admission by Plaintiff that the defenses asserted by Defendant have merit.

16 C. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
17 expense and length of continued proceedings necessary to continue the litigation against Defendant
18 through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into
19 account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and
20 delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement
21 negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in
22 this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class
23 Members.

24 D. Defendant's Reasons for Settlement. Defendant and its Counsel recognize that the
25 defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and
26 resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to
27 the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner
28 and upon the terms set forth in this Agreement to put to rest the Released Claims.

1 E. Defendant's Denial of Wrongdoing. Defendant generally and specifically denies any
2 and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no
3 concessions or admissions of liability of any sort, and contends that for any purpose other than
4 settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses
5 to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or
6 conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein,
7 nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an
8 admission, concession, or indication by or against Defendant or any of the Released Parties of any
9 fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to
10 the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes
11 should be certified, other than for settlement purposes only.

12 F. Plaintiff's Claims. Plaintiff asserts that Defendant's defenses are without merit. Neither
13 this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry
14 out this Agreement is, may be construed as, or may be used as an admission, concession or indication
15 by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses
16 asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved
17 by the Court, the Plaintiff, Class Members, and Class Counsel will not oppose Defendant's efforts to
18 use this Agreement to prove that Plaintiff and Participating Class Members have resolved and are
19 forever barred from re-litigating the Released Claims.

20 G. Approval Required. Because the Action is a putative class action, this Settlement must
21 receive preliminary and final approval by the Court. Accordingly, Plaintiff and Defendant enter into
22 this Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this
23 Action, decline to approve all material aspects of the Agreement or make rulings substantially altering
24 the material terms of the Agreement, except for the awards of the Attorney Fee Award and Cost Award
25 or the Class Representative Payment, the Defendant will have no obligation to make any payment,
26 including any portion of the Gross Settlement Amount. In the event that the Effective Date does not
27 occur, this Agreement will be deemed null and void ab initio and will be of no force or effect
28 whatsoever, and will not be referred to or utilized for any purpose. Defendant denies all of Plaintiff's

1 claims as to liability and damages, as well as Plaintiff's class and PAGA allegations. Defendant
2 expressly reserves all rights to challenge any and all such claims and allegations upon all procedural
3 and factual grounds, including the assertion of all defenses, if the Effective Date does not occur.

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5 **III. SETTLEMENT TERMS AND CONDITIONS**

6 A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the
7 maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement
8 Agreement is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). Under no circumstance
9 will Defendant be obligated to pay any more than the Gross Settlement Amount unless Defendant
10 chooses to exercise the escalator in section 5.b of this Agreement.

11 B. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and
12 agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate
13 and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this
14 Agreement.

15 C. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree
16 to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this
17 Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to
18 stipulate to certification as part of the Settlement shall not be admissible or used in any way in
19 connection with, the question of whether the Court should certify any claims in a non-settlement
20 context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant
21 reserves the right to contest any issues relating to class certification and liability.

22 D. **Appointment of Class Representative.** Solely for the purpose of this Settlement, the
23 Parties stipulate and agree Plaintiff Valerie Boyer shall be appointed as the representative for the Class.

24 E. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties
25 stipulate and agree that the Court appoint Class Counsel to represent the Class.

26 F. **Settlement Share.** Subject to the terms and conditions of this Agreement, the
27 Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each
28 Participating Class Member.

1 1. Calculation.

2 a. Plaintiff and Defendant agree that the formula for allocating settlement
3 payments to Participating Class Members provided herein is reasonable and that the payments
4 provided herein are designed to provide a fair settlement, despite any uncertainties of the amounts that
5 could be owed to Participating Class Members and the calculation of them. Plaintiff and Defendant
6 have agreed that the distribution to each Participating Class Member will be determined as set forth in
7 subsections of this paragraph.

8 b. The total amount of all Settlement Shares shall not exceed the NSA. All
9 payments that Defendant is required to make with respect to this Settlement Agreement shall be made
10 from the GSA.

11 c. Month Value Calculation. The “Month Value” shall be calculated by
12 dividing the NSA by the sum of all Months worked by all Participating Class Members, excluding any
13 month for which a Class Member already received a home internet reimbursement.

14 d. Class Member Settlement Share Calculation. All Participating Class
15 Members will automatically receive their Settlement Share of the NSA. The NSA shall be distributed
16 to the individual Participating Class Members based on the Months the individual Participating Class
17 Members worked for Defendant during the Class Period, excluding any month for which a Class
18 Member already received a home internet reimbursement. The amount allocated for each individual
19 Participating Class Member will be determined by multiplying the number of Months worked during
20 the Class Period by each Participating Class Member (after resolution of any dispute regarding the
21 number of Months), excluding any month for which a Class Member already received a home internet
22 reimbursement, multiplied by the Month Value.

23 e. PAGA Aggrieved Employees PAGA Payment Share Calculation. All
24 PAGA Aggrieved Employees will automatically receive their share of the PAGA Payment. The
25 portion of the PAGA Payment to be distributed to the PAGA Aggrieved Employees shall be distributed
26 to the PAGA Aggrieved Employees based on the months the individual PAGA Aggrieved Employees
27 worked for Defendant during the PAGA Period. The amount allocated for each individual PAGA
28 Aggrieved Employees will be determined by multiplying the number of Months worked during the

1 PAGA Period by each PAGA Aggrieved Employee multiplied by the Month Value. The “Month”
2 shall be calculated by dividing the PAGA Aggrieved Employees share of the PAGA Payment by the
3 sum of all Months worked by all PAGA Aggrieved Employees during the PAGA Period.

4 2. Tax Withholdings. Each Participating Class Member’s Settlement Share will
5 be apportioned as follows: 100% as non-wage reimbursement. Each PAGA Aggrieved Employees’
6 PAGA Payment Share shall be apportioned as 100% non-wages. The Settlement Administrator shall
7 issue IRS 1099 forms with respect to Class Member’s Settlement Shares. Accordingly, there will be
8 no withholdings taken from Class Member’s Settlement Shares.

9 G. **Constituents of GSA Disbursement.** Subject to the terms and conditions of this
10 Agreement, the Settlement Administrator shall disburse the GSA as follows:

11 1. To the Plaintiff. In addition to her Settlement Share, and subject to the Court’s
12 approval, the Plaintiff will receive Ten Thousand Dollars and Zero Cents (\$10,000.00) in
13 consideration for providing Released Parties a general release, including a California Civil Code
14 Section 1542 Waiver, a release that is broader than the claims released by Participating Class Members
15 in consideration for a settlement share and to compensate Plaintiff for initiating the Action, performing
16 work in support of the Action, and undertaking the risk of liability for attorneys’ fees and expenses in
17 the event he was unsuccessful in the prosecution of the Action. The Settlement Administrator will pay
18 the Class Representative Payment out of the Gross Settlement Amount. Payroll tax withholdings and
19 deductions will not be taken from the Class Representative Payment. An IRS Form 1099 will be issued
20 by the Settlement Administrator to the Plaintiff for the Class Representative Payment.

21 2. To Class Counsel. Class Counsel will apply to the Court for, and Defendant
22 agrees not to oppose, a total Attorney Fee Award not to exceed 35% percent of the GSA (or 35% of
23 the escalated GSA if the escalator in section 5.b of this Agreement is triggered) and a Cost Award not
24 to exceed Twenty Four Thousand Dollars and Zero Cents (\$24,000.00). The Settlement Administrator
25 will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross
26 Settlement Fund. The Settlement Administrator may purchase an annuity to utilize US treasuries and
27 bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions
28 will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to

1 Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the
2 entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement
3 Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement
4 Administrator shall be responsible for paying the difference between the amount requested and the
5 amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the
6 Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available
7 for distribution to Participating Class Members.

8 3. To the Settlement Administrator. The Settlement Administrator will pay to
9 itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed
10 Eighteen Thousand Dollars and Zero Cents (\$18,000.00). This will be paid out of the Gross Settlement
11 Amount. If the actual amount of Administration Costs is less than the amount estimated and/or
12 requested, the difference shall become part of the NSA and be available for distribution to Participating
13 Class Members.

14 4. To the LWDA. The Settlement Administrator will pay Ten Thousand Dollars
15 and Zero Cents (\$10,000.00) of the Gross Settlement Amount allocated to satisfy the PAGA penalties
16 claim as alleged in the Complaint. Seventy-five percent (75%) of the PAGA Payment shall be paid to
17 the LWDA, and twenty-five percent (25%) of the PAGA Payment shall be distributed to the PAGA
18 Aggrieved Employees.

19 6. To Class Members. The Settlement Administrator will pay Participating Class
20 Members according to the Settlement Share calculations set forth above. All payments to Participating
21 Class Members shall be made from the NSA. In the event that a Settlement Share check sent to a
22 Participating Class Member is not cashed within the 180-day expiration period, that Participating Class
23 Member's Settlement Share shall be redistributed pro-rata to Participating Class Members who cashed
24 their settlement check.

25 H. **Tax Treatment.** Plaintiff and Participating Class Members shall be exclusively liable
26 for any and all of their respective tax liability, if any. Plaintiff and Participating Class Members should
27 consult with their tax advisors concerning the tax consequences of the payments they receive under
28 the Settlement. The Settlement Shares received by Participating Class Members will be reported as

1 required to the state and federal taxing authorities on IRS forms 1099 or similar forms. Each
2 Participating Class Member will be responsible for paying all applicable state, local, and federal
3 income taxes on all amounts the Participating Class Member receives pursuant to this Agreement.
4 Participating Class Members shall cooperate with Defendant and provide documentation as requested
5 to demonstrate such payment should any taxing authority challenge the allocation of Settlement
6 Shares. Each Party to this Agreement acknowledges and agrees that:

7 1. No provision of this Settlement Agreement and no written communication or
8 disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be,
9 nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax
10 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
11 amended);

12 2. He or she: (a) has relied exclusively upon his, her, or its own, independent legal
13 and tax advisers for advice (including tax advice) in connection with this Settlement Agreement; (b)
14 has not entered into this Agreement based upon the recommendation of any other Party or any attorney
15 or advisor to any other Party; and (c) is not entitled to rely upon any communication or disclosure by
16 any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on him or her;
17 and

18 3. No attorney or adviser to any other Party has imposed any limitation that
19 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether
20 such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure
21 of any transaction, including any transaction contemplated by this Agreement.

22 I. **Appointment of Settlement Administrator.** Solely for the purposes of this
23 Settlement, the Parties stipulate and agree that Atticus Administration LLC shall be retained to serve
24 as Settlement Administrator. The Settlement Administrator shall be responsible for preparing,
25 printing, and mailing the Class Notice to the Class Members; keeping track of any objections or
26 requests for exclusion from Class Members; performing skip traces and re-mailing Class Notices and
27 Settlement Shares to Class Members; calculating each Class Member's Settlement Share; providing
28 weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any

1 objections or requests for exclusion that have been received; providing a due diligence declaration for
2 submission to the Court prior to the Final Approval hearing; mailing Settlement Shares to Participating
3 Class Members and PAGA Payment recipients; calculating and mailing the PAGA Payment to the
4 LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing
5 Class Members and Plaintiff with 1099 forms as required under this Agreement and applicable law;
6 providing a due diligence declaration for submission to the Court upon the completion of the
7 Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the *cy pres*
8 beneficiary under this Agreement; and for such other tasks as the Parties mutually agree. The
9 Settlement Administrator will have the final authority to resolve all disputes concerning the calculation
10 of a Participating Class Member's Settlement Share subject to the terms set forth in this Agreement.
11 The Parties each represent that they do not have any financial interest in the Settlement Administrator
12 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
13 interest.

14 **J. Procedure for Approving Settlement.**

15 1. Motion for Preliminary Approval and Conditional Certification.

16 a. Plaintiff will move for an order conditionally certifying the Class for
17 settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final
18 Approval hearing, and approving the Class Notice.

19 b. At the Preliminary Approval hearing, the Parties will jointly appear,
20 support the granting of the motion, and submit a proposed order granting conditional certification of
21 the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class
22 Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval
23 hearing.

24 c. Should the Court decline to conditionally certify the Class or to
25 Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and
26 the Parties will have no further obligations under it. Provided, however, that the amounts of the
27 Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Payment shall be
28 determined by the Court, and the Court's determination on these amounts shall be final and binding,

1 and that the Court's approval or denial of any amount requested for these items are not conditions of
2 this Agreement and are to be considered separate and apart from the fairness, reasonableness, and
3 adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee
4 Award, Cost Award, Administration Costs, and Class Representative Payment shall not operate to
5 terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or
6 Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney
7 Fee Award, Cost Award, Administration Costs, and Class Representative Payment.

8 2. Notice to Class Members. After the Court enters its Preliminary Approval
9 Order, every Class Member will be provided with the Class Notice in accordance with the following
10 procedure:

11 a. Within fourteen (14) calendar days after entry of the Preliminary
12 Approval Order, Defendant shall deliver to the Settlement Administrator the Class List. If any
13 information required for the Class List is unavailable to Defendant, Defendant will so inform Class
14 Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal
15 with the unavailable information. The Settlement Administrator will conduct a skip trace for the
16 current address of all Class Members. The Settlement Administrator shall maintain the Class List and
17 all data contained within the Class List as private and confidential and use the information in the Class
18 List only for the purposes described herein without disclosure to Plaintiff, Class Counsel, or any third
19 party other than as ordered by the Court.

20 b. Within thirty (30) calendar days after entry of the Preliminary Approval
21 Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via
22 first- class regular U.S. Mail, using the mailing address information provided by Defendant and the
23 results of the skip trace performed on all Class Members.

24 c. If a Class Notice is returned because of an incorrect address, within five
25 (5) business days from receipt of the returned Class Notice, the Settlement Administrator will conduct
26 a search for a more current address for the Class Member and re-mail the Class Notice to the Class
27 Member. The Settlement Administrator will use the National Change of Address Database and skip
28 traces to attempt to find the current address. The Settlement Administrator will be responsible for

1 taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is
2 returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum,
3 the tracking of all undelivered mail; performing address searches for all mail returned without a
4 forwarding address; and promptly re-mailing to Class Members for whom new addresses are found.
5 The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed
6 to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its
7 own records the date and address of each re-mailing.

8 d. The Settlement Administrator shall provide a weekly status report to the
9 Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel
10 and Counsel for Defendant of the number of Class Notices mailed, the number of Class Notices
11 returned as undeliverable, the number of Class Notices re-mailed, and the number of requests for
12 exclusion or objections received.

13 e. No later than seven (7) calendar days after the Response Deadline, the
14 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
15 compliance with its obligations under this Agreement. The declaration from the Settlement
16 Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days
17 before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator
18 will supplement its declaration of due diligence if any material changes occur from the date of the
19 filing of its prior declaration.

20 3. Dispute Resolution Procedure Regarding Months. If a Class Member disputes
21 the number of Months shown in the Class Notice, the Class Member must—in writing mailed and
22 postmarked no later than thirty (30) calendar days after the Settlement Administrator first mails the
23 Class Notice—notify the Settlement Administrator of the dispute, provide a statement of the number
24 of total Months the Class Member contends he or she worked while employed with Defendant during
25 the Class Period, and submit written documentation in support of the dispute. The timeframe to submit
26 a dispute will not be increased for returned mailings. In the event of a dispute, Defendant's records
27 regarding the number of Months of the Class Member shall be presumed to be correct and the Class
28 Member will bear the burden of proof (i.e., a Class Member who fails to provide written proof will

1 have his or her challenge denied). The Settlement Administrator shall investigate the challenge,
2 requesting information from Defendant as necessary and make the final determination of whether any
3 additional amount is owed. In no case will a challenge to employment data result in a payment by
4 Defendant in excess of the Gross Settlement Amount.

5 4. No Claim Settlement. This is a non-reversionary, all-in settlement that does not
6 require Class Member to make a claim to receive their proportionate Settlement Shares. The Class
7 Notice mailed to each Class Member shall explain that Participating Class Members will automatically
8 receive a Settlement Share if they do not exclude themselves from the Settlement. The Class Notice
9 will also reflect the individual Class Member's Months based on information provided by Defendant.

10 5. Objections to Settlement. The Class Notice will provide that the Class Members
11 who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement
12 Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection
13 will not be increased for returned mailings.

14 a. Format. Any Objections must (a) clearly identify the case and number,
15 (b) be submitted to the Court either by mailing the objection or by filing in person; (c) also be mailed
16 to the Plaintiff's Counsel; and (d) be filed or postmarked on or before the Response Deadline. Class
17 Members need not include legal arguments for their written objections to be considered. The objection
18 will not be valid if it objects only to the appropriateness of the Action or the merits thereof. Any Class
19 Member who properly opts out of the Class will be barred from objecting to this Settlement.

20 b. Notice of Intent to Appear. If an objector also wishes to appear at the
21 Final Approval Hearing, in person, or through an attorney, he must file a notice of intention to appear
22 at the same time as the objection is filed.

23 c. Response to Objections. Plaintiff and/or Defendant may file a response
24 to objections to the Settlement no later than five (5) court days before the Final Approval Hearing.

25 6. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will
26 provide that Class Members who wish to exclude themselves from the Settlement must: (a) state the
27 Class Member's name; (b) state the Class Member's intention to exclude themselves from or opt-out
28 of the Settlement; and (c) be postmarked no later than the Response Deadline.

1 a. Confirmation of Authenticity. If there is a question about the
2 authenticity of a signed request for exclusion, the Settlement Administrator may demand additional
3 proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed
4 request for exclusion will not participate in or be bound by the Settlement and subsequent judgment
5 and will not receive an Individual Settlement Share. A Class Member who does not complete and mail
6 a timely request for exclusion will automatically be included in the Settlement, will receive an
7 Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the
8 Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she
9 has objected to the Settlement.

10 b. Report. No later than five (5) business days after the Response Deadline,
11 the Settlement Administrator will provide the Parties with a complete and accurate accounting of the
12 number of Class Notices mailed to Class Members, the number of Class Notices returned as
13 undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-mailed
14 Class Notices returned as undeliverable, the number of Class Members who objected to the Settlement
15 and copies of their submitted objections, the number of Class Members who returned valid requests
16 for exclusion, and the number of Class Members who returned invalid requests for exclusion.

17 7. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor
18 their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to
19 object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

20 8. Right to Rescission. In the event that more than five percent (5%) of the class
21 members opt-out of the Settlement, Defendant has the right to rescind the Settlement. The Parties
22 agree that if Defendant exercises its option to rescind the Settlement, it will be responsible for the
23 Settlement Administrator fees through the rescission date. Otherwise, if the Settlement is not finally
24 approved by the Court, Plaintiff will be responsible for the Settlement Administrator's fees.

25 9. Motion for Final Approval.

26 a. Class Counsel will file motions and memorandums in support thereof
27 for Final Approval of the Settlement and the following payments in accord with the terms of the
28 Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4)

1 the Class Representative Payment; and (5) PAGA Payment. Class Counsel will also move the Court
2 for and order of Final Approval (and associated entry of Judgment) releasing and barring any Released
3 Claims of the Class Members who do not opt out of the Settlement.

4 b. If the Court does not grant Final Approval of the Settlement, or if the
5 Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then
6 this Settlement will become null and void. If that occurs, the Parties will have no further obligations
7 under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or
8 any amounts that otherwise would have been owed under this Agreement. Further, should this occur,
9 Plaintiff agrees he shall be responsible for the Administration Costs through that date. An award by
10 the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative
11 Payment, Attorney Fee Award, or Cost Award will not constitute a material modification to the
12 Settlement within the meaning of this paragraph.

13 c. Upon Final Approval of the Settlement, Plaintiff shall present to the
14 Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in
15 accordance therewith. The Final Approval Order will, among other things: (1) find that the
16 dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as
17 directed, met the requirements of due process, was the best notice practicable under the circumstances,
18 and constituted due and sufficient notice to all persons entitled thereto; (2) find that Plaintiff and Class
19 Counsel herein have fairly and adequately represented and protected the interests of the Class at all
20 times in the Action; (3) grant Final Approval to the Settlement as fair, reasonable, adequate, in good
21 faith, and in the best interests of the Class as a whole, and order the Parties to carry out the provisions
22 of this Agreement; (4) enter final judgment in the Action, which shall include an order containing the
23 following provisions: (a) direction to the Parties to implement the terms of the Settlement, including
24 without limitation the provisions regarding the payment of the Settlement Shares to each Participating
25 Class Member as set forth in this Agreement; (b) a definition of the Class for purposes of the
26 Settlement; (c) entrance of judgment and permanently barring and enjoining all Participating Class
27 Members from prosecuting against any of the Released Parties, any individual or class claims based
28 on any of the Released Claims released herein and adjudging that the Participating Class Members are

1 conclusively deemed to have released the Released Parties from any and all rights, claims, demands,
2 liabilities, causes of action, liens and judgments arising out of or related to the Action, as more
3 specifically set forth in this Agreement; (d) a prohibition and permanent injunction against each
4 Participating Class Member from pursuing in any fashion against the Released Parties any and all of
5 the Released Claims; (e) an award of a reasonable Attorney Fee Award and Cost Award; (f) an award
6 of a reasonable Class Representative Payment; (g) direction to the Settlement Administrator to pay to
7 the LWDA the PAGA payment; and (h) reserve continuing jurisdiction as provided herein.

8 d. After entry of Judgment, the Court shall have continuing jurisdiction
9 over the Action for purposes of: (i) administration and consummation of the terms of this Settlement
10 Agreement; (ii) enforcing, constructing, and interpreting this Settlement Agreement; (iii) addressing
11 such post-Judgment matters as may be appropriate under Court rules or applicable law; and
12 (iv) enforcing, constructing, and interpreting the Judgment, including, but not limited to, the
13 provisions therein enjoining any further litigation of Released Claims, and over Plaintiff and all
14 Participating Class Members (and their attorneys and law firms) in connection therewith.

15 10. Waiver of Right to Appeal. Provided that the Judgment is consistent with the
16 terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then
17 the Parties and their respective counsel waive any and all rights to appeal from the Judgment,
18 including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding,
19 such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will
20 become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of
21 the right to oppose any invalid appeal, appellate proceeding, or post-judgment proceeding.

22 11. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of
23 appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material
24 modification to the Settlement, and that court's decision is not completely reversed and the Judgment
25 is not fully affirmed on review by a higher court, then this Settlement will become null and void and
26 the Parties will have no further obligations under it, and the Settlement Administrator will immediately
27 return to Defendant, without further authorization from Plaintiff or Class Counsel, 100% of any funds
28 paid by Defendant to the QSF pursuant to this Agreement. However, Defendant will be responsible

1 for the Administration Cost. A material modification would include, but not necessarily be limited to,
2 any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement
3 Amount, and any change to the calculation of the Individual Settlement Share.

4 12. Disbursement of Settlement. Subject to the Court finally approving the
5 Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement
6 and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required
7 to pay under this Settlement for any purpose is the Gross Settlement Amount plus the escalator if
8 exercised by Defendant under section 5.b of this Agreement. The Settlement Administrator shall keep
9 Counsel for Defendant and Class Counsel apprised of all distributions from the Gross Settlement
10 Amount. The Settlement Administrator shall respond to questions from Counsel for Defendant and
11 Class Counsel. No person shall have any claim against Defendant, Counsel for Defendant, Plaintiff,
12 Class Counsel, or the Settlement Administrator based on the distributions and payments made in
13 accordance with this Agreement.

14 1. Final Calculations. Within five (5) calendar days after the Effective
15 Date, the Settlement Administrator will provide Defendant with the final calculation of all funds
16 necessary to make the payments required under this Agreement, including all payments from the Gross
17 Settlement Amount (i.e., the Court- awarded Attorney Fee Award; the Cost Award; Administrative
18 Costs; the Class Representative Payment; and PAGA Payment) and all payments to Class Members
19 from the Net Settlement Amount along with the employer payroll taxes.

20 2. Funding the Settlement. Defendant shall pay the Gross Settlement
21 Amount to the Settlement Administrator within thirty (30) days following the Effective Date.

22 3. Disbursement. Within fifteen (15) calendar days after receipt of the
23 Gross Settlement Amount from Defendant, the Settlement Administrator shall disburse: (1) the Net
24 Settlement Amount to be paid to Participating Class Members in their respective Settlement Shares;
25 (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as
26 approved by the Court; (3) the Class Representative Payment paid to the Class Representative, as
27 approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA
28 Payment to the LWDA and to PAGA Aggrieved Employees, as approved by the Court.

1 13. Uncashed Checks. The Parties agree the Settlement is not subject to California
2 Code of Civil Procedure section 384. Participating Class Members must cash or deposit their
3 Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to
4 them. In the event that a Settlement Share check sent to a Participating Class Member is not cashed
5 within the 180-day expiration period, that Participating Class Member's Settlement Share shall be
6 redistributed pro-rata to Participating Class Members who cashed their settlement check. In the event
7 a Participating Class Member fails to cash an Individual Settlement Payment Check, the affected
8 Participating Class Member shall be deemed to, nevertheless, be bound to the Settlement.

9 14. Final Report by Settlement Administrator. Within fourteen (14) calendar days
10 after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration
11 providing a final report on the disbursements of all funds.

12 16. Discharge of Obligations. Defendant shall fully discharge its obligations under
13 this Agreement once the Gross Settlement Amount is provided to the Settlement Administrator. The
14 Gross Settlement Amount represents Defendant's complete and total financial obligation with respect
15 to the Settlement and shall be funded to the QSF via wire transfer or electronic funds transfer as set
16 forth above. Upon full provision of the Gross Settlement Amount by Defendant to the QSF, all of
17 Defendant's obligations under this Agreement shall be deemed complete.

18 17. Individual Settlement Payments Do Not Trigger Employment Relationship or
19 Additional Benefits. All monies received by Participating Class Members under the Settlement shall
20 constitute income to such Participating Class Members solely in the year in which such monies
21 actually are received by the Participating Class Members. It is expressly understood and agreed that
22 the receipt of Settlement Shares shall not entitle any Participating Class Member to additional
23 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
24 other compensation or benefit plan or agreement in place during the period covered by the Settlement,
25 nor shall it entitle any Participating Class Member to any increased pension and/or retirement, 401K
26 benefits or matching benefits, or other deferred compensation benefits. It is the intent of the Parties
27 that the Settlement Shares provided for in this Agreement are the sole payments to be made by
28 Defendant to Participating Class Members in connection with this Settlement, with the exception of

1 Plaintiff, who may, subject to Court approval, also receive a Class Representative Payment, and that
2 the Participating Class Members are not entitled to any new or additional compensation or benefits as
3 a result of having received the Settlement Share (notwithstanding any contrary language or agreement
4 in any collective bargaining agreement or in any benefit or compensation plan document that might
5 have been in effect during the period covered by this Settlement). Furthermore, the receipt of
6 Settlement Shares by Participating Class Members shall not, and does not, by itself establish any
7 general, special, or joint employment relationship between and among the Participating Class
8 Member(s) and Defendant.

9 **K. Release of Claims.** Provided the Court grants Final Approval of this Agreement, then,
10 as of the Effective Date, each Participating Class Member, individually and on behalf of all their
11 respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives
12 (“Releasers”), shall fully and finally release and discharge Defendant and the Released Parties, and
13 each of them, from the Released Claims. The Parties’ intent in entering into this Settlement is to release
14 Defendant and any of the Released Parties from any and all claims that arise from or relate to the
15 claims alleged in the Action, or which could have been alleged based on the allegations in the LWDA
16 letter and/or operative Complaint, and preclude Defendant and any of the Released Parties from owing
17 any further monies (beyond the payments set forth in this Settlement Agreement) to Participating Class
18 Members based upon the claims made or that could have been made based upon the allegations
19 contained in the operative Complaint filed in this Action or the LWDA letter. This release excludes
20 the release of any claims not permitted to be released by law.

21 **L. Class Representative’s General Release.** As of the Effective Date, and in exchange
22 for the Class Representative Payment, Plaintiff shall give the following general release of claims for
23 herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties
24 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
25 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties
26 and expenses of any nature whatsoever, from the beginning of time through the date of his signature
27 on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or
28 otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including

1 but not limited to all claims arising out of, based upon, or relating to his employment with Defendant
2 or the remuneration for, or termination of, such employment. Plaintiff's general release of claims also
3 includes a waiver under California Civil Code section 1542, which provides as follows:

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

10 This release excludes any release of any claims not permitted to be released by law.

11 **M. Miscellaneous Terms**

12 1. No Admission of Liability or Class Certification for Other Purposes. Defendant
13 and Released Parties make no admission of liability or wrongdoing by virtue of entering into this
14 Agreement. Additionally, Defendant reserves the right to contest any issues relating to class
15 certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any
16 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under
17 the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the
18 Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims.
19 Nothing in this Agreement is intended or will be construed as an admission by Defendant or Released
20 Parties of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle
21 the Action will have no bearing on, and will not be admissible in connection with, any litigation (other
22 than solely in connection with this Settlement). Whether or not the Settlement set forth in this
23 Agreement becomes final, neither the Settlement, this Agreement, any document, statement,
24 proceeding, or conduct related to the Settlement or the Agreement, nor any reports or accounting of
25 those matters, will be: (i) construed as, offered, or admitted in evidence as, received as, or deemed to
26 be evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not
27 limited to, evidence of a presumption, concession, indication, or admission by any of the Released
28 Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred

1 to, or offered in evidence against any of the Released Parties, in any further proceeding in the Action,
2 or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating
3 the Settlement pursuant to this Agreement. This Section and all other provisions of this Agreement
4 notwithstanding, any and all provisions of this Agreement, may be admitted in evidence and otherwise
5 used in any and all proceedings to enforce any or all terms of this Agreement or in defense of any
6 claims released or barred by this Agreement.

7 2. No Effect on Employee Benefits. The Class Representative Payment and/or
8 Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be
9 pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the
10 employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating
11 Class Members. The Parties agree that any Class Representative Payment and/or Settlement Share
12 paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent
13 any modification of Plaintiff's or Participating Class Members' previously credited hours of service
14 or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan
15 sponsored by Defendant. Further, any Class Representative Payment shall not be considered
16 "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an
17 employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

18 3. Integrated Agreement. After this Agreement is signed and delivered by all
19 Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between
20 the Parties relating to the Settlement, and it will then be deemed that no oral representations,
21 warranties, covenants, or inducements have been made to any party concerning this Agreement or its
22 exhibits, other than the representations, warranties, covenants, and inducements expressly stated in
23 this Agreement and its exhibits.

24 4. Authorization to Enter into Settlement Agreement. Class Counsel and
25 Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant,
26 respectively, to take all appropriate action required or permitted to be taken by such Parties under this
27 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
28 of this Agreement. The Parties and their counsel will cooperate with each other and use their best

1 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
2 agreement on the form or content of any document needed to implement this Agreement, or on any
3 supplemental provisions that may become necessary to effectuate the terms of this Agreement, the
4 Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental
5 provisions, and assistance of the Court will be consistent with this Agreement.

6 5. No Inducements. Plaintiff and Defendant acknowledge that they are entering
7 into this Settlement Agreement as a free and voluntary act without duress or undue pressure or
8 influence of any kind or nature whatsoever, and that neither Plaintiff nor Defendant have relied on any
9 promises, representations, or warranties regarding the subject matter hereof other than as set forth in
10 this Settlement Agreement.

11 6. Waiver of Right to Object. By signing this Settlement Agreement, Plaintiff, on
12 behalf of the Class and herself, agrees to be bound by its terms. Plaintiff further agrees not to request
13 to be excluded from the Settlement and agree not to object to any of the terms of the Settlement. Any
14 request for exclusion from the Settlement by Plaintiff or any objection by Plaintiff will be void and of
15 no force and effect. Likewise, Defendant agrees to be bound by the terms of the Settlement and agrees
16 not to object to any of the terms of the Settlement Agreement.

17 7. Exhibits and Headings. The terms of this Agreement include the terms set forth
18 in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any
19 exhibits to this Agreement are an integral part of the Settlement and must be approved substantially
20 as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for
21 convenience of reference only and do not constitute a part of this Agreement.

22 8. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings
23 in the Action in abeyance, except such proceedings necessary to implement and complete the
24 Settlement, pending the Final Approval hearing to be conducted by the Court.

25 9. Amendment or Modification of Agreement. This Agreement, and any and all
26 parts of it, may be amended, modified, changed, or waived only by an express written instrument
27 signed by counsel for all Parties or their successors-in-interest.

28 10. Agreement Binding on Successors and Assigns. This Agreement will be

1 binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously
2 defined.

3 11. No Prior Assignment. Plaintiff hereby represents, covenants, and warrants that
4 she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
5 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
6 or rights herein released and discharged.

7 12. Applicable Law. All terms and conditions of this Agreement and its exhibits
8 will be governed by and interpreted according to the laws of the State of California, without giving
9 effect to any conflict of law principles or choice of law principles.

10 13. Fair, Adequate, and Reasonable Settlement. The Parties and their respective
11 counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of
12 the Action and have arrived at this Agreement through arms-length negotiations, taking into account
13 all relevant factors, current and potential.

14 14. No Tax or Legal Advice. The Parties understand and agree that the Parties are
15 neither providing tax or legal advice, nor making representations regarding tax obligations or
16 consequences, if any, related to this Agreement, and that Class Members will assume any such tax
17 obligations or consequences that may arise from this Agreement, and that Class Members shall not
18 seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties
19 agree that, in the event that any taxing body determines that additional taxes are due from any Class
20 Member, such Class Member assumes all responsibility for the payment of such taxes.

21 15. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
22 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
23 judgment entered in connection therewith, and the Parties and their counsel hereto submit to the
24 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
25 embodied in this Agreement and all orders and judgments in connection therewith.

26 16. Invalidity of Any Provision; Severability. Before declaring any provision of this
27 Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to
28 the fullest extent possible consistent with applicable precedents, so as to define all provisions of this

1 Agreement valid and enforceable. In the event any provision of this Agreement shall be found
2 unenforceable, the unenforceable provision shall be deemed deleted, and the validity and
3 enforceability of the remaining provisions shall not be affected thereby.

4 17. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
6 that the Party was the drafter or participated in the drafting.

7 18. Notice. All notices, demands, or other communications given under this
8 Agreement will be in writing and deemed to have been duly given as of the third (3rd) business day
9 after mailing by United States mail, addressed as follows:

10 To Plaintiff and the Class:

11 Craig J. Ackermann, Esq.
12 Avi Kreitenberg, Esq.
13 ACKERMANN & TILAJEF, P.C.
14 315 South Beverly Drive, Suite 504
15 Beverly Hills, CA 90212
16 (310) 277-0614

17 Amir Seyedfarshi, Esq.
18 EMPLOYMENT RIGHTS LAW GROUP, APC
19 6380 Wilshire Blvd., Suite 1602
20 Los Angeles, CA 90048
21 (253) 212-7913

22 To Defendant:

23 Michael D. Bruno, Esq.
24 Sara A. Moore, Esq.
25 GORDON REES SCULLY MANSUKHANI, LLP
26 275 Battery Street, Suite 2000
27 San Francisco, CA 94111
28 (415) 986-5900

19. Execution in Counterpart. This Agreement may be executed in one or more
counterparts. All executed counterparts, and each of them, will be deemed to be one and the same
instrument. Facsimile, Electronic or PDF signatures will be accepted. Any executed counterpart will
be admissible in evidence to prove the existence and contents of this Agreement.

20. Dates. If any of the dates in the Stipulation fall on a weekend, bank holiday, or

1 court holiday, the time to act shall be extended to the next business day.

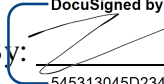
2 21. Public Disclosure / No Media. Plaintiff and Class Counsel agree that they will
3 not issue a press release or otherwise have any communications with the media about the terms of the
4 Settlement. Plaintiff and Class Counsel agree that they will not advertise or market any of the terms
5 of the Settlement through written, recorded, or electronic communications. In addition, Class Counsel
6 will take all necessary steps to ensure Plaintiff is aware of, and will encourage her to adhere to, the
7 restriction against any media comment on the Settlement and its terms. Class Counsel further agrees
8 not to use the Settlement or the Settlement terms for any marketing purposes, including that Class
9 Counsel agrees to not put any details about the Settlement on their website(s).

10 22. Binding Agreement. The Parties warrant that they understand and have full
11 authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable
12 and binding on all Parties and agree that it will be admissible and subject to disclosure in any
13 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
14 otherwise might apply under federal or state law.

15
16 APPROVED AS TO FORM AND CONTENT:

17 Dated: _____ By: _____
18 Valerie Boyer

19 Dated: September 8, 2023 | 2:18 PM PDT **LUCILE SALTER PACKARD CHILDREN'S HOSPITAL**
20 **AT STANFORD**

21 DocuSigned by:
22 By:  _____
23 545313045D2343C...
24 Name: Christopher Comma

25 Title: vice President of HR Consulting and Talent Acquisition

26 APPROVED AS TO FORM ONLY:


27 Dated: _____ **ACKERMANN & TILAJEF, P.C.**
28 **EMPLOYMENT RIGHTS LAW GROUP,**
APC

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By: _____
Craig Ackermann, Esq.
Avi Kreitenberg, Esq.
Amir Seyedfarshi, Esq.
Attorneys for Plaintiff and the Putative
Settlement Class

Dated: Sept. 8, 2023

GORDON REES SCULLY MANSUKHANI, LLP

By:  _____
Michael D. Bruno, Esq.
Sara A. Moore, Esq.
Attorneys for Defendant


1 court holiday, the time to act shall be extended to the next business day.

2 21. Public Disclosure / No Media. Plaintiff and Class Counsel agree that they will
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13 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
14 otherwise might apply under federal or state law.

15
16 APPROVED AS TO FORM AND CONTENT:

17 Dated: 09 / 08 / 2023

18 By:  _____
Valerie Boyer

19 Dated: _____

20 **LUCILE SALTER PACKARD CHILDREN'S HOSPITAL
AT STANFORD**

21 By: _____

22 Name: _____


23 Title: _____

24
25 APPROVED AS TO FORM ONLY:

26 Dated: 09 / 07 / 2023

27 **ACKERMANN & TILAJEF, P.C.**
28 **EMPLOYMENT RIGHTS LAW GROUP,**
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By: 

Craig Ackermann, Esq.
Avi Kreitenberg, Esq.
Amir Seyedfarshi, Esq.
Attorneys for Plaintiff and the Putative
Settlement Class

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Michael D. Bruno, Esq.
Sara A. Moore, Esq.
Attorneys for Defendant