

JOINT STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Defendant NORRED & ASSOCIATES (hereinafter referred to as “Norred” or “Defendant”) on the one hand, and Plaintiffs MERZIER MCGINNIS (“Plaintiff McGinnis”) and GUILLERMINA HERRERA (“Plaintiff Herrera”) (collectively, “Plaintiffs” or “Class Representatives”) on behalf of themselves and all other “Class Members” (as defined herein) on the other hand, subject to the approval of the Court, that the settlement of the Consolidated Actions (as defined herein) shall be effectuated and subject to the following terms and conditions:

I. SUMMARY OF SETTLEMENT TERMS

Plaintiffs and Defendant are collectively referred to herein as “the Parties.” Under the terms of the settlement, Defendant will pay the Gross Settlement Amount of Two Hundred and Eighty Thousand Dollars and No Cents (\$280,000.00) in exchange for the full and final settlement and release of any and all Released Claims, as set forth herein, that were made or that could have been made based on the facts and claims alleged in the operative Complaint in the Consolidated Actions and for the full personal release entered into by Plaintiffs individually for any and all known and unknown claims. This is a non-reversionary settlement. The settlement will be administered by Phoenix Class Action Administration Solutions. Defendant conditionally agrees to stipulate, solely for the limited purpose of consummating the terms of the settlement contained in this Agreement, to have the Court certify a class of individuals employed by Norred in California during the Class Period, as defined below.

It is agreed that Plaintiffs and Class Counsel will seek from the Gross Settlement Amount: (1) attorneys’ fees in the amount of Eighty-Eight Thousand, Three Hundred and Thirty-Three Dollars and No Cents (\$88,333.00); (2) litigation costs in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00); (3) an Incentive Award for Plaintiffs Herrera and Plaintiff McGinnis in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each; (4) an Additional Award for Plaintiff Herrera in the amount of Eight Thousand Dollars and No Cents (\$8,000.00) for the release of her individual claims that existed prior to the beginning of the Class Period, which claims she is waiving and releasing by virtue of the general release of all claims herein. The Parties

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1 have also agreed that Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement
2 Amount shall be allocated to penalties that may be owed to the California Labor and Workforce
3 Development Agency (“LWDA”) under the California Private Attorneys General Act of 2004
4 (“PAGA”), Cal. Labor Code § 2698, *et seq.* Lastly, any costs associated with giving notice to the
5 Class regarding the settlement, processing of any Objections or Request for Exclusion from the
6 class, and remitting payment of any funds claimed pursuant to the procedures outlined herein, will
7 be paid from the Gross Settlement Amount and shall not exceed Ten Thousand Dollars and No
8 Cents (\$10,000.00). Defendant will not be responsible for any funds beyond the Gross Settlement
9 Amount, except under the conditions set forth in Section IV.M.4, below. There is to be no reversion
10 of any unclaimed funds to Defendant.

11 **II. DEFINITIONS**

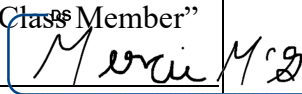
12 As used in this Stipulation and Settlement Agreement, the following terms shall have the
13 meanings specified below:

14 1. “**Actions**” refer to the lawsuits entitled *Herrera v. Norred & Associates, Inc.*, Los
15 Angeles Superior Court Case No. 19STCV44117 (filed on December 6, 2019 by Class Counsel
16 Frontier Law Center) (the “*Herrera* PAGA Action”); *McGinnis v. Norred & Associates, Inc.*, Los
17 Angeles Superior Court Case No. 20STCV03629 (filed on February 3, 2020 by Class Counsel Lavi
18 & Ebrahimian) (the “*McGinnis* Class Action”); and *McGinnis v. Norred & Associates, Inc.*, Los
19 Angeles Superior Court Case No. 20STCV18452 (filed on May 14, 2020 by Class Counsel Lavi &
20 Ebrahimian) (the “*McGinnis* PAGA Action”).

21 2. “**Additional Award**” means the additional payment to Plaintiff Guillermina Herrera
22 attributable to her individual claims which existed prior to the beginning of the Class Period, and
23 which she is waiving and releasing by virtue of the general release of all claims.

24 3. “**Agreement**” means this Stipulation and Settlement Agreement, including any
25 attached exhibits.

26 4. “**Class**” or “**Class Member**” or “**Class Members**” means any individual currently or
27 formerly employed by Defendant in California as an hourly, non-exempt employee during the Class
28 Period (as defined herein). If such person is incompetent or deceased, “Class” or “Class Member”



1 or “Class Members” means the person’s legal guardian, executor, heir or successor in interest.

2 5. “**Class Counsel**” means: (i) Joseph Lavi and Anwar Burton of the law firm Lavi &
3 Ebrahimian; (ii) Manny Starr and Daniel Ginzburg of the law firm Frontier Law Center; and (iii) Sam
4 Donabedian of Donabedian Law.

5 6. “**Class Counsel Costs**” means the amounts to be paid after Court approval to Class
6 Counsel for costs incurred by Class Counsel in this Action.

7 7. “**Class Counsel Fees**” means the amount to be paid after Court approval to Class
8 Counsel for attorneys' fees.

9 8. “**Class Notice**” means a notice approved by the Court and which shall be sent by the
10 Claims Administrator to the Class Members by first-class mail. The Class Notice will contain
11 information about this settlement and state the amount of each Class Member’s respective
12 anticipated Settlement Payment under this settlement based on Defendant’s records. A Class
13 Member may dispute his or her anticipated Settlement Payment as stated in the Class Notice within
14 forty-five (45) calendar days from the original date of mailing the Class Notice. Unless a disputing
15 Class Member submits documentary evidence in support of his or her dispute or Defendant agrees
16 with the disputing Class Member (in whole or in part), Defendant’s records for the Class Member
17 will be determinative.

18 9. “**Class Period**” means from October 1, 2019 up to the Preliminary Approval Date.

19 10. “**Class Representatives**” means Merzier McGinnis and Guillermina Herrera.

20 11. “**Complaint**” means the Second Amended Consolidated Complaint that is
21 forthcoming in the *McGinnis* Class Action. This Complaint will be filed pursuant to a joint
22 stipulation and proposed order entered into by the Parties, which will consolidate the *McGinnis*
23 Class, *McGinnis* PAGA, and *Herrera* PAGA Actions into a single Action.

24 12. “**Consolidated Action**” refers to the consolidation of the *Herrera* PAGA, *McGinnis*
25 PAGA, and the *McGinnis* Class Actions into a single action for purposes of seeking settlement
26 approval. To consolidate these actions, the Parties shall enter into a joint stipulation and proposed
27 order granting Plaintiff Merzier McGinnis leave to file a Second Amended Consolidated Complaint
28 in the *McGinnis* Class Action, which will (1) add Frontier Law Center and Donabedian Law as

Merzier McGinnis

1 Class Counsel, (2) add Plaintiff Guillermina Herrera as a Plaintiff/Class Representative, and (3) add
2 all claims and allegations set forth in the operative complaints in the *McGinnis* PAGA and the
3 *Herrera* PAGA Actions, each of which will relate back to the start of the Class Period. Once the
4 Court in the *McGinnis* Class Action signs an order granting Plaintiff McGinnis leave to file the
5 Second Amended Consolidated Complaint, Class Counsel shall dismiss the *Herrera* PAGA and the
6 *McGinnis* PAGA Actions without prejudice, with all Parties to bear their own fees and costs. Class
7 Counsel will thereafter prepare Motion for Preliminary Approval and Motion for Final Approval
8 documents and any other work necessary for the resolution of the claims pled in the Consolidated
9 Action.

10 13. “**Counsel for Defendant**” or “**Defense Counsel**” means Constangy, Brooks, Smith
11 & Prophete, LLP.

12 14. “**Court**” means the Superior Court for the County of Los Angeles where the
13 Consolidated Action will be pending for purposes of seeking settlement approval. “Court” shall also
14 mean any other Court that acquires proper jurisdiction of the Consolidated Action, as well as the
15 *McGinnis* Class, *McGinnis* PAGA, and/or *Herrera* PAGA Actions.

16 15. “**Distributable Amount**” means the amount that is distributable to the Class, and
17 equals the Gross Settlement Amount minus (1) Class Counsel Fees; (2) Class Counsel Costs; (3)
18 Plaintiffs’ respective Incentive Award Payments; (4) Plaintiff Guillermina Herrera’s Additional
19 Award Payment; (5) the PAGA Payment (see Paragraph 22 below); and the (6) Settlement
20 Administration Costs. One-third of the Distributable Amount shall be allocated to wages, one third
21 shall be allocated to interest, and one third of the Distributable Amount shall be allocated to
22 penalties.

23 16. “**Effective Date**” means the later of (a) sixty-one (61) days after the date of entry of
24 Judgment granting final approval of this Settlement, if no objection to the Settlement is filed, (b)
25 the date on which the time for any appeal arising from any objection filed by a Class Member to the
26 settlement has passed, if one or more objections to the settlement are filed, and (c) if an appeal is
27 taken, the date on which any reviewing court issues a decision, the time for further appeal has
28 expired, and the trial court has regained jurisdiction.



1 17. **“Gross Settlement Amount”** means the total amount of Two Hundred and Eighty
2 Thousand Dollars and No Cents (\$280,000.00) to be paid by Norred pursuant to the terms of this
3 Agreement.

4 18. **“Incentive Award”** means the payment to the Class Representatives for their service
5 to the Class, which is in addition to whatever payment they are otherwise entitled to as a Class
6 Member and/or terms of this Settlement Agreement.

7 19. **“Judgment”** means the judgment entered by the Court pursuant to the terms set forth
8 in this Agreement finally and fully giving effect to the settlement terms contained in this Agreement.

9 20. **“Notice Period”** means the forty-five (45) day period after the Settlement
10 Administrator mails the Class Notice to Class Members and during which Class Members may
11 timely make a Request for Exclusion or Objection.

12 21. **“Objection”** means any written objection to this settlement by any Class Member
13 who does not choose to be excluded from the Class that is filed, personally or through an attorney,
14 with the Settlement Administrator as specified in the Class Notice.

15 22. **“PAGA Payment”** means the Ten Thousand Dollars and No Cents (\$10,000.00) of
16 the Gross Settlement allocated to settling claims for penalties under the Private Attorneys General
17 Act (“PAGA”). Of this amount, 75% (*i.e.*, \$7,500.00) shall be remitted to the LWDA and the
18 remaining 25% (*i.e.*, \$2,500.00) shall distributed to the Class as part of the Distributable Amount.

19 23. **“Personal Release”** is limited to the Class Representatives, and means the irrevocable
20 and unconditional release, acquittal, and discharge of the Released Persons and all persons and/or
21 corporate entities acting by, through, under or in concert with any of them, from any and all
22 complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs,
23 losses, debts and expenses (including attorneys’ fees and costs actually incurred), of any nature
24 whatsoever, including but not limited to the claims made in the Actions, claims arising from the
25 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California
26 Fair Employment and Housing Act (Cal. Govt. Code §12900 *et seq.*); the California Labor Code,
27 the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-
28 633a); PAGA; and claims of intentional infliction of emotional distress; defamation and/or libel, or

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1 any other damage to reputation claims; breach of implied contract or for claims of a breach of the
2 covenant of good faith and fair dealing, as well as any other express or implied covenant; or any
3 other statute or common law principle of similar effect, known or unknown, which the Class
4 Representatives, and each of them, now have, own, or hold, or claim to have, own or hold, or which
5 the Class Representatives, and each of them, at any time heretofore had, owned, or held, or claimed
6 to have, own, or hold, against each or any of the Released Persons, arising from acts, events, or
7 circumstances occurring on or before the effective date of this Agreement.

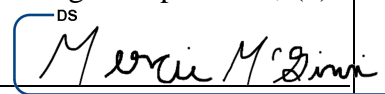
8 As to the foregoing claims, the Class Representatives expressly waive the benefits of
9 California Civil Code § 1542, which provides:

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

16 24. **“Preliminary Approval Date”** is the date the Court grants preliminary approval of
17 this settlement.

18 25. **“Preliminary Approval Order”** is the order preliminarily approving the settlement
19 contained in this Agreement.

20 26. **“Released Claims”** means any and all disputes and claims arising from or related to
21 the Complaints filed in the *McGinnis* Class, *McGinnis* PAGA, and *Herrera* PAGA Actions, which
22 shall comprise a single Consolidated Action. To achieve a full and complete release of Released
23 Persons (defined below), this Settlement is intended to include in its effect any and all claims, debts,
24 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages or causes of
25 action that were pled in this case or that could have been pled based on the facts alleged in the
26 operative *McGinnis* Class, *McGinnis* PAGA, and *Herrera* PAGA Complaints under state or federal
27 law for (1) claims under California Labor Code Sections 201, 202, 203, 218.5, 226, 226.7, 227.3,
28 510, 512, 1194, 1194.2, 1197, 2802 or any subsection thereof; (2) claims for unpaid minimum wages
and liquidated damages; (3) claims for unpaid overtime; (4) claims for failure to provide meal
periods; (5) claims for failure to provide accurate wage statements; (6) waiting time penalties; (7)

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1 claims for unpaid expense reimbursements; (8) claims for unfair business practices under the
2 California Business & Professions Code; (9) claims for penalties pursuant to the Private Attorneys
3 General Act (Lab. Code §§ 2698, *et seq.*) for the Class Period; and (10) any other claims, legal
4 theories, causes of action, complaints, and/or charges, whether unknown or known, suspected or
5 unsuspected, that arise from or could have been asserted, based the facts alleged in the Actions.

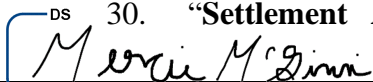
6 This release is limited in time to the Class Period covering the Class Members who worked
7 for the Released Persons in the State of California, and is limited to the Released Claims.

8 27. **“Released Persons”** means NORRED & ASSOCIATES, INC., and its respective
9 agents, attorneys, insurers, past, present and future divisions, affiliates, any DBAs, predecessors,
10 successors, shareholders, officers, directors, managers, employees, trustees, representatives,
11 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies,
12 and/or any and all persons and/or corporate entities acting by, through, under or in concert with any
13 of them.

14 28. **“Request for Exclusion”** or **“Opt-Out”** means a written request by a Class Member
15 to be excluded from the Class and the Settlement.

16 29. **“Settlement Administration Costs”** means the fees and costs incurred or charged by
17 the Settlement Administrator in connection with the execution of its duties under this Agreement
18 including, but not limited to: (i) fees and costs associated with preparing, issuing, and/or monitoring
19 reports, filings, and notices (including the cost of printing and mailing all notices and other
20 documents to the Class) required to be prepared in the course of administering the settlement;
21 (ii) computing the amount of the Settlement Payments, taxes, and any other payments to be made
22 under this Agreement; (iii) handling inquiries about the calculation of individual Settlement
23 Payments; (iv) establishing and operating a settlement payment center address, and phone number
24 to receive Class Members' inquiries about the settlement; and (v) remitting any tax deductions or
25 subtractions applicable under the law and/or pursuant to this Agreement and preparing and
26 submitting any filings required by any governmental taxing authority or other governmental agency.
27 Settlement Administration Cost shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

28 30. **“Settlement Administrator”** refers to Phoenix Class Action Administration

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1 Solutions which will process the settlement under the terms of this Agreement, subject to approval
2 by the Court.

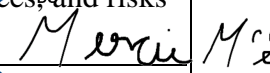
3 31. “**Settlement Payment**” refers to the payment to any individual Class Member
4 pursuant to the terms of this Agreement.

5 **III. BACKGROUND**

6 The forthcoming Consolidated Action is comprised of three separate class and/or
7 representative actions that are entitled as follows: *Herrera v. Norred & Associates, Inc.*, Los
8 Angeles Superior Court Case No. 19STCV44117 (filed on December 6, 2019) (the “*Herrera* PAGA
9 Action”); *McGinnis v. Norred & Associates, Inc.*, Los Angeles Superior Court Case No.
10 20STCV03629 (filed on February 3, 2020) (the “*McGinnis* Class Action”); and *McGinnis v. Norred*
11 *& Associates, Inc.*, Los Angeles Superior Court Case No. 20STCV18452 (filed on May 14, 2020)
12 (the “*McGinnis* PAGA Action”) (collectively, the “Actions”). The Actions collectively assert the
13 following claims: (1) recovery of unpaid minimum wages; (2) recovery of unpaid overtime wages;
14 (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods
15 or compensation in lieu thereof; (5) failure to provide accurate wage statements; (6) waiting time
16 penalties; (7) unpaid business expense reimbursements; (8) unlawful deductions; (9) violation of
17 unfair competition. Norred denies each and every one of the allegations asserted in the operative
18 complaints in these Actions, and asserts that it has no liability for the claims of the Class
19 Representatives and/or the Class.

20 The Parties agreed early in the case to mediate the Actions in an effort to avoid the high cost
21 of litigation and on condition that Norred would provide sufficient information to allow Class
22 Counsel to conduct a thorough evaluation of the claims and damages. In the context of mediation,
23 Norred produced information that included Plaintiffs’ payroll records and personnel file, Norred’s
24 compensation and policy documents, as well as a 20% sample payroll and timecard data for the
25 Class.

26 While Norred is confident of a positive outcome on the merits, it has concluded that the
27 future costs and expenses involved in continuing litigation would be significant. For that reason,
28 Norred has agreed to settle the Actions to eliminate any further expenses, attorneys’ fees, and risks



1 associated with further litigation of these Actions.

2 Class Counsel has conducted a thorough investigation into the facts of the Actions, including
3 a thorough review of relevant documents, and has diligently pursued an investigation of the claims
4 of the Class against Defendant. Based on their own independent investigation and evaluation, Class
5 Counsel are of the opinion that the Gross Settlement Amount is fair, reasonable, adequate, and in
6 the best interest of the Class in light of all known facts and circumstances, including the risk of
7 significant delay, the risk the Class will not be certified by the Court, defenses asserted by
8 Defendant, and numerous potential appellate issues.

9 This settlement contemplates (i) consolidation of the *Herrera* PAGA Action, *McGinnis*
10 PAGA Action, and the *McGinnis* Class Action into a single action in the manner set forth in Section
11 IV(B); (ii) entry of an Order preliminarily approving the settlement and approving certification of a
12 provisional settlement class, contingent upon final approval of the settlement; (iii) the mailing of a
13 Class Notice to all Class Members; (iv) the processing of any Objections and/or Requests for
14 Exclusion by the Settlement Administrator, as well as payment of the claims after final approval of
15 this Agreement by the Court; and (v) entry of a Judgment and Order granting final approval of the
16 settlement and dismissal of the Action with prejudice.

17 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

18 **A. Cooperation**

19 The Parties agree to cooperate fully with each other to accomplish the terms and
20 requirements of this Agreement, including but not limited to, the execution of such documents and
21 to take such other action as may reasonably be necessary to implement the terms of this stipulated
22 settlement.

23 **B. Consolidation of the Actions.**

24 As soon as practicable, the Parties will engage in all necessary efforts to consolidate the
25 *Herrera* PAGA, *McGinnis* PAGA, and *McGinnis* Class Actions into a single action for purposes of
26 seeking settlement approval. To do so, the Parties agreed to enter into a joint stipulation and
27 proposed order granting Plaintiff Merzier McGinnis leave to file a Second Amended Consolidated
28 Complaint in the *McGinnis* Class Action. Pursuant to the Parties' Agreement, this Second Amended

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1 Consolidated Complaint shall: (1) add Frontier Law Center as Class Counsel, (2) add Plaintiff
2 Guillermina Herrera as a Class Representative, and (3) add all claims and allegations set forth in the
3 operative complaints in the *McGinnis* PAGA and the *Herrera* PAGA Actions, each of which will
4 relate back to the start of the Class Period. Once the Court in the *McGinnis* Class Action signs an
5 order granting Plaintiff McGinnis leave to file the Second Amended Consolidated Complaint, Class
6 Counsel shall dismiss the *Herrera* PAGA and the *McGinnis* PAGA Actions without prejudice, with
7 all Parties to bear their own fees and costs.

8 **C. Preliminary Approval of the Settlement**

9 Once the Actions become a single Consolidated Action in the *McGinnis* Class Action case,
10 Class Counsel will submit this Agreement to the Court for preliminary approval. Such submission
11 will include such motions, pleadings, and evidence as may be required for the Court to determine
12 that this Agreement is fair, adequate, and reasonable. Such submission will also include a Class
13 Notice detailing the terms and conditions of the Agreement and will also include all the necessary
14 information for Class Members to exercise their options to be excluded from the Class or object to
15 the terms of the Agreement. At the preliminary approval hearing, the Court shall set a hearing to
16 determine whether to approve the settlement fully and finally.

17 **D. Conditional Certification of the Class**

18 Defendant hereby consents, solely for purposes of the settlement set forth in this Agreement,
19 to the conditional certification of the Class, to the conditional appointment of Class Counsel, and to
20 the conditional approval of the Class Representatives; provided, however, that if the settlement fails
21 to be approved or otherwise fails to be consummated for any reason whatsoever, including but not
22 limited to the Judgment not becoming final, then Defendant retains all rights and defenses
23 previously available to it, and any provisional certification of any class, or the adoption of any
24 procedure or any ruling made pursuant to the terms contained herein, shall be undone and the Parties
25 restored to their pre-settlement status as if no settlement had been reached and no decisions were
26 made pursuant to it, except as otherwise expressly provided herein. In that event, nothing in this
27 Agreement or other papers or proceedings related to the settlement shall be used as evidence or
28 argument by any party, including any Class Members who opt out, concerning whether or not the

1 Action may properly be maintained as a class action pursuant to California state law.

2 **E. Notice of Settlement to LWDA**

3 Simultaneously with filing the Preliminary Approval Motion, Class Counsel will submit a
4 copy of this Settlement to the Labor & Workforce Development Agency (“LWDA”) as required by
5 Labor Code Section 2699(1)(2).

6 **F. Notice Of Settlement To The Class By Mail**

7 Within fifteen (15) calendar days after the entry of the Preliminary Approval Order,
8 Defendant shall provide to only the Settlement Administrator a confidential list containing the Class
9 Members’ names, last-known addresses, last-known telephone number, social security number, and
10 number of workweeks worked during the Class Period. Using the information contained in this list,
11 the Settlement Administrator shall, within thirty (30) days of the Preliminary Approval Date of this
12 Agreement, mail the Class Notice via First-Class mail using the United States Postal Service to the
13 most recent address known for each Class Member. Before mailing the Class Notice, the Settlement
14 Administrator shall review the national change of address registry for all Class Members to
15 determine the most up-to-date addresses of all Class Members. If any Class Notices are returned
16 with a forwarding address, the Settlement Administrator will re-mail the Class Notice to the Class
17 Member whose notice was returned.

18 In the event that prior to the final date for any Class Member to opt out, any Class Notice
19 mailed to any Class Member is returned as having been undeliverable by the U.S. Postal Service,
20 the Settlement Administrator shall, via skip-tracing, seek an address correction from such Class
21 Member(s), and re-send a Class Notice to the new or different address within seven (7) days.

22 The Class Notice to Class Members shall notify the Class Members of the fact and nature of
23 this Settlement. The Class Notice shall also inform the Class Members that they are entitled to a
24 Settlement Payment along with the amount of the Settlement Payment due the particular Class
25 Member if they do not timely file a valid Request for Exclusion. Moreover, the Notice of Settlement
26 shall outline the procedures for submitting any evidence disputing Defendant’s payroll records,
27 Requests for Exclusion and/or Objections to the Settlement and all deadlines applicable thereto.

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1 **G. Exclusion (“Opt-Outs”) and Resolution of Disputes**

2 Any Class Member who wishes to be excluded from the settlement outlined herein must
3 mail to the Settlement Administrator a legibly written statement stating “I WISH TO BE
4 EXCLUDED FROM THE CLASS IN THE MERZIER MCGINNIS VS NORRED &
5 ASSOCIATES, INC. CLASS ACTION LAWSUIT, LOS ANGELES SUPERIOR COURT, CASE
6 NO. 20STCV03629. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
7 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT,” or any similar
8 statement clearly indicating the Class Member wishes to opt out of the settlement, and any such
9 statement shall include the name (and former names, if any), current address, telephone number,
10 and last four digits of his or her social security number to confirm the Class Member’s identity.

11 Any Class Member who wishes to be excluded from the settlement must submit a Request
12 for Exclusion from the settlement to the Settlement Administrator no later than forty-five (45)
13 calendar days after the original date of the Settlement Administrator’s mailing of the Class Notice
14 (the “Notice Period”). Any Class Member who submits a valid and timely Request for Exclusion
15 shall no longer be a member of the Class, shall be barred from participating in this settlement, shall
16 be barred from objecting to this settlement, and shall receive no benefit from this settlement nor be
17 bound by any of the terms and conditions of the settlement.

18 If a Class Member disputes the accuracy of Defendant’s records regarding the number of
19 workweeks worked during the Class Period, that Class Member shall provide documentation and/or
20 an explanation during the Notice Period in support of his or her claim of a different number of
21 workweeks worked. If there is a dispute related to the number of workweeks worked, the Settlement
22 Administrator will consult with Counsel for Defendant to determine whether an adjustment is
23 warranted. In the absence of sufficient proof to substantiate a Class Member’s dispute as to the
24 number of workweeks worked, Defendant’s records shall govern.

25 **H. Objections To Settlement**

26 Any Class Member may object to the Settlement. To object, the Class Member may mail a
27 written Objection to the Settlement Administrator. Class Members must mail their Objections
28 within the Notice Period, which must include: (1) the full name of the Class Member; (2) the dates

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1 of employment of the Class Member; (3) the last four digits of the Class Member's Social Security
2 number; (4) the basis for the Objection; and (5) whether the Class Member intends to appear at the
3 final approval or settlement fairness hearing. Class Counsel and Defense Counsel may, at least five
4 (5) days (or some other number of days as the Court shall specify) before the final approval hearing,
5 file responses to any written Objections. Alternatively, any Class Member may appear at the Final
6 Approval Hearing, either personally or through their own counsel and at their own expense, and
7 state their objection to the Court.

8 If a Class Member submits to the Settlement Administrator a timely Objection and a timely
9 Request for Exclusion, the Settlement Administrator shall contact the Class Member to determine
10 whether the Class Member wishes to participate in the settlement but interpose an Objection or
11 whether the Class Member wishes to be excluded from the settlement. If the Settlement
12 Administrator cannot reach the Class Member and clarify the situation, the Request for Exclusion
13 shall be deemed valid and operative.

14 Any Participating Class Member who does not make his or her objection in the manner
15 provided for in this Agreement shall be deemed to have waived such objection(s).

16 **I. Declaration Of Compliance**

17 As soon as practicable, but no later than fifteen (15) business days following the close of the
18 Notice Period, the Settlement Administrator shall provide Class Counsel and Counsel for Defendant
19 with a declaration attesting to completion of the notice process set forth in Section IV.F, including
20 an explanation of efforts to resend undeliverable notices returned with forwarding addresses, a
21 summary of disputed claims, and the number of Objections and Requests for Exclusion, along with
22 any other matters relevant for the Court to consider. Said declaration shall be filed with the Court
23 by Class Counsel along with their papers requesting final approval of the Settlement.

24 **J. Sufficient Notice**

25 Compliance with the procedures described in this Agreement (Section IV.F) shall constitute
26 due and sufficient notice to Class Members of this settlement and the final approval hearing shall
27 satisfy the requirements of due process, and nothing else shall be required of the Plaintiffs, Class
28 Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide additional

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1 notice of the settlement and the final approval hearing, unless expressly ordered by the Court.

2 **K. Final Approval Hearing**

3 At the final approval hearing, the Class Representatives, Class Counsel, and Counsel for
4 Defendant shall ask the Court to give final approval to terms and conditions contained in this
5 Agreement. At this hearing, the Court will be presented with and rule upon any Objections to
6 settlement submitted by any Class Member, whether timely or not. Upon granting final approval of
7 the settlement contained herein, the Court shall also enter a Final Judgment and Order dismissing
8 with prejudice all claims and implementing the Releases contained in Section VI as to Plaintiffs and
9 all Class Members who did not timely opt-out of the settlement as well as the Personal Release
10 contained in Section VII.E of this Agreement as to Class Representatives.

11 **L. Notice of Final Approval to LWDA**

12 Within ten (10) calendar days of entry of the Final Approval Order and Judgment, Class
13 Counsel will submit a copy of the Order and Judgment to the LWDA, as required by Labor Code
14 Section 2699(1)(3).

15 **M. Distribution and Payment of Settlement Funds**

16 **1. The Settlement Administrator**

17 Class Counsel and Defendant designated and retained Phoenix Class Action Administration
18 Solutions, which will administer the settlement terms and conditions detailed herein, including but
19 not limited to distributing the Class Notice, calculating and directing the disbursements for claims
20 against and payments from the Distributable Amount, and handling inquiries about the calculation
21 of individual settlement payments to the Class pursuant to the terms contained in this Agreement.
22 The Settlement Administrator shall establish a settlement payment center address, telephone
23 number, and facsimile number to receive and timely process Class Members' inquiries about the
24 Class Notice, Requests for Exclusion and Objections, and process the payments to the Class under
25 the terms of this Agreement.

26 The Settlement Administrator shall not disburse the settlement funds except as provided
27 herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and Class
28 Counsel. Subject to further orders and/or directions as may be made by the Court, the Settlement

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1 Administrator is authorized to execute such transactions on behalf of the Class Members as are
2 consistent with the terms of this Agreement.

3 **2. Payment of Gross Settlement Amount**

4 Defendant shall pay the Gross Settlement Amount of Two Hundred and Eighty Thousand
5 Dollars and No Cents (\$280,000.00) to the Settlement Administrator no later than sixty (60) days
6 after the Effective Date. Defendant shall tender this payment to the Settlement Administrator, who
7 will place the funds into and hold them in escrow until payment to the Participating Class Members
8 and all other parties is made, pursuant to the terms of this Agreement.

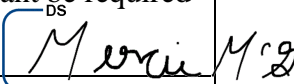
9 Class Counsel shall timely provide a completed IRS Form W-9 no later than five (5) days
10 after the Effective Date and any other information needed for the Settlement Administrator to make
11 payments.

12 Any payment obligation by any party shall be tolled until the correct information is provided
13 as required by any party. Settlement Administration Costs may be paid earlier if necessary to
14 effectuate the terms of this Agreement, except that the party paying said costs shall be entitled to
15 offset the costs from the Gross Settlement Amount. Under no circumstances shall Defendant be
16 required to pay more than the Gross Settlement Amount.

17 **3. Allocation of Gross Settlement Amount and Calculation of Amount**
18 **Distributable to Class**

19 From the Gross Settlement Amount, Class Counsel will request an amount equal to one-
20 third of the Gross Settlement Amount or Eighty-Eight Thousand, Three Hundred and Thirty-Three
21 Dollars and No Cents (\$88,333.00) as Class Counsel Fees, and up to Fifteen Thousand Dollars and
22 No Cents (\$15,000.00) as Class Counsel Costs.

23 Class Counsel will also request Five Thousand Dollars and No Cents (\$5,000.00) as an
24 Incentive Award for Plaintiffs McGinnis and Herrera each for their service to the Class. In addition,
25 Class Counsel will request an Additional Award for Plaintiff Herrera in the amount of Eight
26 Thousand Dollars and No Cents (\$8,000.00) for the release of her individual claims that existed
27 prior to the beginning of the Class Period, which she is waiving and releasing by virtue of her general
28 release of all claims pursuant to this settlement. Under no circumstance will Defendant be required



1 to pay more in Class Counsel Fees, Class Counsel Costs, the Incentive Award, and/or the Additional
2 Award than specified in this Section. Class Counsel Fees, Class Counsel Costs, the Incentive Award,
3 and the Additional Award are subject to Court approval. The Court’s ruling on the request for Class
4 Counsel Fees, Class Counsel Costs, the Incentive Award, and the Additional Award shall not affect
5 the enforceability of this Agreement or the terms contained herein.

6 In addition, the Parties agree to designate Ten Thousand Dollars and No Cents (\$10,000.00)
7 of the Gross Settlement Amount as the PAGA Payment. Pursuant to Cal. Labor Code §2699(i),
8 seventy-five percent (75%) of this sum-- *i.e.*, Seven Thousand Five Hundred Dollars and No Cents
9 (\$7,500.00) -- will be remitted to the LWDA with the remaining Two Thousand Five Hundred
10 Dollars and No Cents (\$2,500.00) being allocated to the Distributable Amount and paid to Class
11 Members.

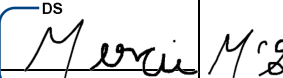
12 Finally, the Settlement Administration Costs will be subtracted from the Gross Settlement
13 Amount, which shall not exceed Ten Thousand Dollars (\$10,000.00).

14 The amount to be distributed to the Class, also called the “Distributable Amount,” equals
15 the Gross Settlement Amount minus Class Counsel Fees, minus Class Counsel Costs, minus the
16 Incentive Award, minus the Additional Award, minus the 75% of the PAGA Payment paid to the
17 LWDA, and minus Settlement Administration Costs. No funds will revert to Defendant from the
18 Gross Settlement Amount.

19 **4. Calculation of Payments to Each Participating Class Member and Tax**
20 **Treatment**

21 The Distributable Amount will first be divided by the total number of workweeks worked
22 by all of the Participating Class Members during the Class Period to arrive at a “Settlement Share
23 Per Workweek” value; thereafter, the Settlement Share Per Workweek will be multiplied by the
24 number of workweeks worked by each Participating Class Member, separately, to determine his or
25 her Individual Settlement Share.

26 The respective Individual Settlement Shares to be paid to Participating Class Members under
27 this Agreement shall be considered Thirty-Three Percent (33%) wages and Sixty-Seven Percent
28 (67%) interest and penalties. The Settlement Administrator will make appropriate tax withholdings

A handwritten signature in blue ink, appearing to read "Merie M. G.", is written over a blue rectangular stamp that contains the letters "DS" in the top right corner.

1 from payments to the Class Members herein as required by law and shall issue to each Participating
2 Class Member appropriate W-2 tax forms for all amounts paid as wages under this Agreement,
3 making all deductions and withholdings required under law, and 1099 tax forms for all amounts
4 paid as penalties and interest, and file those forms with the appropriate government agencies
5 required by law. The Settlement Administrator shall calculate and make any employer-side payroll
6 tax contributions required of Defendant with respect to payments to the Participating Class Members
7 under this Agreement, from funds separate and apart from the Gross Settlement Amount.

8 Each Class Member shall be responsible for any and all tax consequences that may result
9 from the payment of settlement funds pursuant to this Agreement, including the payment of any
10 applicable tax obligations.

11 Defendant, Counsel for Defendant, Plaintiffs, and Class Counsel make no representation as
12 to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
13 Participating Class Members are not relying on any statement, representation, or calculation by
14 Defendant, Defense counsel, Plaintiffs, or Class Counsel or by the Settlement Administrator in this
15 regard. Plaintiffs, Participating Class Members and Class Counsel understand and agree that except
16 for Defendant's payment of the employer's portion of any payroll taxes, they will be solely
17 responsible for the payment of any taxes and penalties assessed on the payments described herein.

18 Except as otherwise herein stated, the Parties shall bear their own respective attorneys' fees
19 and costs of every kind incurred in connection with the Action and the negotiation of the settlement
20 of the Action.

21 **5. Time For Disbursement**

22 Within thirty (30) days of the Effective Date, the Settlement Administrator shall cause to be
23 paid all of the Distributable Amount to the Class Members and all other amounts to appropriate
24 parties, pursuant to the terms of this Agreement. Payment of said funds will be in the form of a
25 check issued for an amount calculated using the formulas contained in this Agreement, minus any
26 deductions required by law. Any deduction for wages that normally would apply to the Class
27 Members is to be borne by the Class Members from the value of their claim. Any settlement checks
28 remaining uncashed one hundred and eighty (180) days after being issued shall be deemed null and

Mercie M'g

1 void, with any unclaimed funds being remitted to the State of California’s unclaimed property fund.

2 **N. Taxes**

3 **1. *Withholding and Reporting Requirements***

4 The Settlement Administrator shall be responsible for ensuring that all taxes associated with
5 the Agreement are properly calculated and timely paid to the appropriate tax authorities. To verify
6 the Settlement Administrator's compliance with the foregoing reporting requirements, as soon as
7 administratively practicable, the Settlement Administrator shall furnish Counsel for Defendant with
8 copies of all forms detailing the payment of taxes (including all 1099 returns) sufficient to prove
9 that such payments were properly remitted. The Settlement Administrator shall provide, if
10 Defendant so chooses, a final accounting adequate to demonstrate full compliance with all tax
11 withholding, payment and reporting obligations.

12 **2. *Payroll Taxes***

13 Employer payroll taxes required by law, including but not limited to employer FICA,
14 FUTA, and SUTA contributions, shall not be paid from the Gross Settlement Amount. The
15 Settlement Administrator shall calculate all employer payroll taxes owed on the Individual
16 Settlement Share payments allocated to wages, and will report that total amount to Defendant within
17 five (5) days of the Effective Date. Defendant shall remit to the Settlement Administrator the
18 amount of employer payroll taxes owed in addition to the Gross Settlement Amount remittance
19 required by Section IV.M.2 above. The Settlement Administrator shall timely pay the taxes to the
20 appropriate tax authorities.

21 **3. *No Tax Advice***

22 Each Class Member shall be responsible for any local, state, or federal taxes that may be
23 assessed or owing with respect to the proceeds from this settlement that Class Members receive.
24 Neither Defendant, Plaintiffs, Class Counsel, nor Defense Counsel intend anything contained in this
25 Settlement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall
26 anything in this Settlement be relied upon as such. Class Members agree to make no claims against
27 Defendant for any payment or non-payment of taxes or regarding or relating to the reporting of the
28 payment described in this Agreement, if any, to any taxing authorities.

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1 **4. Circular 230 Disclaimer**

2 Each party to this Agreement (for purposes of this section, the “Acknowledging Party”; and
3 each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges
4 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
5 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor
6 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
8 amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own,
9 independent legal and tax advisers for advice (including tax advice) in connection with this
10 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
11 party or any attorney or advisor to any other party, and (c) is not entitled rely upon any
12 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
13 that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any other party
14 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
16 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
17 transaction contemplated by this Agreement.

18 **V. LIMITATIONS ON USE OF THIS AGREEMENT**

19 **A. No Admission**

20 Neither the acceptance nor the performance by Defendant of the terms contained in this
21 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed
22 as, or deemed a precedent or an admission by Defendant of the truth of any allegations in the
23 Complaint.

24 **B. Non-Evidentiary Use**

25 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
26 or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any
27 individual who requested to be excluded from the Class), Defendant, or by its or their respective
28 counsel in the litigation, except as its reasonably necessary to effectuate its purpose and terms. This

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1 Agreement may be used by Defendant and/or the Released Persons to prove or defend against any
2 claim released herein by any Class Member in any judicial, quasi-judicial, administrative or
3 governmental proceeding.

4 **C. Nullification**

5 If the Court for any reason does not approve this Settlement, this Agreement shall be
6 considered null and void and all parties to this settlement shall stand in the same position, without
7 prejudice, as if the settlement had been neither entered into nor filed with the Court. Invalidation
8 of any material portion of this settlement shall invalidate this settlement in its entirety unless the
9 Parties agree in writing that the remaining provisions shall remain in full force and effect.

10 If more than ten percent (10%) of total Class Members submit a timely and valid Request
11 for Exclusion, Defendant shall have the option, in its sole discretion, to withdraw from this
12 Agreement (“Right to Withdraw”), whereupon the Agreement shall be null and void for any and all
13 purposes and may not be used or introduced in this Action or any other proceeding. The Parties
14 will be restored to their respective positions in this litigation as if the Settlement and this Agreement
15 were never negotiated or agreed upon. However, if Defendant exercises its Right to Withdraw,
16 Defendant will be responsible for all Administration Costs incurred up to the date when Defendant
17 exercise its Right to withdraw. If Defendant exercises it’s Right to Withdraw under this provision,
18 Defendant will notify Class Counsel and the Court no later than twenty-one (21) days after receiving
19 information identifying the number of Class Members that submitted timely and valid Requests for
20 Exclusion.

21 **VI. RELEASE**

22 It is the desire of the Class Representatives, Class Members, and Defendant to fully, finally,
23 and forever settle, compromise, and discharge, to the maximum permitted by law, all disputes and
24 claims arising from or related to this Action. Upon the Effective Date and full funding of the Gross
25 Settlement Amount, and by operation of the Agreement’s terms, and except as to such rights or
26 claims as may be created by this Agreement, all Class Members who do not submit a valid and
27 timely written Request for Exclusion, fully release and discharge the Released Persons from all
28 Released Claims, whether known or unknown, during the Class Period.

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VII. MISCELLANEOUS PROVISIONS

A. Notices

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:


MANNY STARR (SBN 319778)
mstarr@frontierlawcenter.com
DANIEL V. GINZBURG (SBN 327338)
dan@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Sam A. Donabedian, Esq. (SBN 304196)
DONABEDIAN LAW, APC
2829 Townsgate Rd, Suite 100
Westlake Village, CA 91361
Tel: (818) 649-3220 Ext. 101
Fax: (818) 649-3230

JOSEPH LAVI (SBN 209776)
jlavi@lelawfirm.com
ANWAR BURTON (SBN 253504)
aburton@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Defense Counsel:

RICHARD BROMLEY (SBN 156260)
rbromley@constangy.com
JOANNA MACMILLAN (SBN 281897)
jmacmillan@constangy.com
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Telephone: (310) 909-7775
Facsimile: (424) 276-7410



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CAROLYN E. SIEVE (SBN 182763)
csieve@constangy.com
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
600 Anton Blvd., 11th Floor
Costa Mesa, CA 92626
Telephone: (949) 743-3979
Facsimile: (949) 743-3934

Attorneys for Defendant
NORRED & ASSOCIATES, INC.

B. Amendments

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the named Plaintiffs, Class Counsel, Defendant, and Counsel for Defendant and (2) approved by the Court.

C. No Inducements

Plaintiffs and Defendant acknowledge that they are entering into this Agreement as a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that neither Plaintiffs nor Defendant has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement.

D. No Prior Assignment

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. If any claims are made by any Class Member between the start of the Class Period and the date in which the Court approves the settlement outlined in this Agreement as final, such a claim will be deemed covered and released by the individual Class Member making the claim unless such Class Member has timely exercised the right to be excluded from this Agreement under the terms set forth herein. Any Class Member covered by this Agreement will be barred from proceeding with any such claim.

E. Plaintiffs Guillermina Herrera and Merzier McGinnis's Personal Release

As part of the Agreement, Class Representatives Guillermina Herrera and Merzier McGinnis shall each grant the Released Persons a Personal Release, as that term is defined in Section II(23) of this Agreement, in exchange for the consideration contained herein, including but not limited to

Merzier McGinnis

1 the Enhancement Payment. Class Representatives Guillermina Herrera and Merzier McGinnis
2 initial this provision to signal understanding of the terms and their significance:

3
4 INITIALS: _____
5 Guillermina Herrera

INITIALS: 
Merzier McGinnis

6 **F. Public Comment**

7 The Plaintiffs Representative and Class Counsel agree they will not make any disparaging
8 comments about Defendant relating to this Settlement of this Action or disclose the negotiations of
9 this settlement. The Class Representatives and Class Counsel shall only disclose matters of public
10 record, and they agree they will keep this settlement confidential until notice of the settlement is
11 mailed to the Class. Thereafter, the Parties agree to make no comments to the media or otherwise
12 publicize the terms of the settlement, other than in court filings. Class Counsel will take all steps
13 necessary to ensure the Class Representatives are aware of, and will adhere to, the restrictions
14 against any public disclosure of this settlement.

15 **G. Entire Agreement**

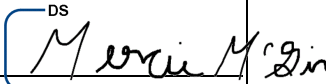
16 This Agreement contains the entire agreement between the Parties relating to the settlement
17 and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
18 representations, and statements, whether oral or written and whether by a party or such party's legal
19 counsel, are merged herein. No rights hereunder may be waived except in writing.

20 **H. Enforcement**

21 In the event that one or more of the Parties to this Agreement institutes any legal action or
22 other proceeding against any other party or parties to enforce the provisions of this Agreement or to
23 declare rights and/or obligations under this Agreement, the successful party or parties shall be
24 entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs,
25 including expert witness fees incurred in connection with any enforcement actions.

26 **I. Representation By Counsel**

27 The Parties acknowledge that they have been represented by counsel throughout all
28



1 negotiations that preceded the execution of this Agreement, and that this Agreement has been
2 executed with the consent and advice of counsel. Further, Class Representatives warrant and
3 represent that there are no liens on the settlement in this Agreement.

4 **J. Waiver**

5 No waiver of any condition or covenant contained in this Agreement or failure to exercise a
6 right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver
7 by such party of the same or any other condition, covenant, right or remedy.

8 **K. Counterparts**

9 This Agreement, and any amendments hereto, may be executed in any number of
10 counterparts, each of which when executed and delivered shall be deemed to be an original and all
11 of which taken together shall constitute but one and the same instrument. This Agreement will
12 become effective on the date when the last person signs and dates it.

13 **IN WITNESS WHEREOF**, the Parties hereto execute this Agreement and have caused this
14 Agreement to be executed by their duly authorized representatives.

15 **PLAINTIFFS & CLASS REPRESENTATIVES**

16
17 Date: _____

18 _____
GUILLERMINA HERRERA
Personally and as proposed Class Representative

19 Date: August 5, 2021
20 _____

21 _____
DocuSigned by:
Merzie McGinnis
MERZIER MCGINNIS -7D9681A85E264A3...
Personally and as proposed Class Representative

22 **NORRED & ASSOCIATES, INC.**

23
24 Date: _____

25 _____
JEFF BOHLING
President and Chief Operating Officer

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27 APPROVED AS TO FORM:

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Merzie McGinnis

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LAVI & EBRAHIMIAN, LLP

Date: August 5, 2021

DocuSigned by:
Joseph Lavi
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JOSEPH LAVI
Counsel for Plaintiff Merzier McGinnis

FRONTIER LAW CENTER

Date: _____

MANNY STARR
Counsel for Plaintiff Guillermina Herrera

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Date: _____

CAROLYN SIEVE
Counsel for Defendant Norred & Associates, Inc.

^{DS}
Merzier McGinnis

1 negotiations that preceded the execution of this Agreement, and that this Agreement has been
2 executed with the consent and advice of counsel. Further, Class Representatives warrant and
3 represent that there are no liens on the settlement in this Agreement.

4 **J. Waiver**

5 No waiver of any condition or covenant contained in this Agreement or failure to exercise a
6 right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver
7 by such party of the same or any other condition, covenant, right or remedy.

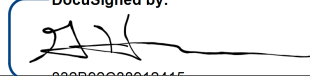
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11 of which taken together shall constitute but one and the same instrument. This Agreement will
12 become effective on the date when the last person signs and dates it.

13 **IN WITNESS WHEREOF**, the Parties hereto execute this Agreement and have caused this
14 Agreement to be executed by their duly authorized representatives.

15 **PLAINTIFFS & CLASS REPRESENTATIVES**

16
17 Date: 08/27/21 | 5:25 PDT

DocuSigned by:

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18 GUILLERMINA HERRERA
19 Personally and as proposed Class Representative

20 Date: _____

MERZIER MCGINNIS
21 Personally and as proposed Class Representative

22 **NORRED & ASSOCIATES, INC.**

23
24 Date: _____

JEFF BOHLING
25 President and Chief Operating Officer

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27 APPROVED AS TO FORM:
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LAVI & EBRAHIMIAN, LLP

Date: _____

JOSEPH LAVI
Counsel for Plaintiff Merzier McGinnis

FRONTIER LAW CENTER

Date: 08/27/21 | 5:23 PDT _____

DocuSigned by:


MANNY SIERRA
Counsel for Plaintiff Guillermina Herrera

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Date: _____

CAROLYN SIEVE
Counsel for Defendant Norred & Associates, Inc.

1 negotiations that preceded the execution of this Agreement, and that this Agreement has been
2 executed with the consent and advice of counsel. Further, Class Representatives warrant and
3 represent that there are no liens on the settlement in this Agreement.

4 **J. Waiver**

5 No waiver of any condition or covenant contained in this Agreement or failure to exercise a
6 right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver
7 by such party of the same or any other condition, covenant, right or remedy.

8 **K. Counterparts**

9 This Agreement, and any amendments hereto, may be executed in any number of
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13 **IN WITNESS WHEREOF**, the Parties hereto execute this Agreement and have caused this
14 Agreement to be executed by their duly authorized representatives.

15 **PLAINTIFFS & CLASS REPRESENTATIVES**

16
17 Date: _____

18 _____
19 GUILLERMINA HERRERA
20 Personally and as proposed Class Representative

21 Date: _____

22 _____
23 MERZIER MCGINNIS
24 Personally and as proposed Class Representative

25 **NORRED & ASSOCIATES, INC.**

26 *Jeff Bohling*

27 Date: July 21, 2021 _____

28 _____
JEFF BOHLING
President and Chief Operating Officer

APPROVED AS TO FORM:

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LAVI & EBRAHIMIAN, LLP

Date: _____

JOSEPH LAVI
Counsel for Plaintiff Merzier McGinnis


FRONTIER LAW CENTER

Date: _____

MANNY STARR
Counsel for Plaintiff Guillermina Herrera

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Date: July 22, 2021



CAROLYN SIEVE
Counsel for Defendant Norred & Associates, Inc.