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19 Attorneys for Defendants
20 PATH doing business as PEOPLE ASSISTING THE HOMELESS, erroneously sued
as PATH VENTURES, Joel John Roberts, and Sandy Oluwek,

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

23 KENNETH TOSTE, on behalf of himself and
24 all others similarly situated and aggrieved,

25 Plaintiff,

26 v.

27 PATH VENTURES, a California corporation,
doing business as “People Assisting The
28 Homeless”; and DOES 1 through 100,
inclusive,

CASE NO.: 19STCV45845
(Related to Case No. 20STCV02972)

[Assigned to the Hon. Daniel J. Buckley in
Dept. SS-1]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

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Defendants.

Action Filed: December 23, 2019
Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiffs KENNETH TOSTE (“Toste”), CESILLIA MIXCO (“Mixco”) and JOIA WILLIAMS (“Williams” and collectively with Toste and Mixco, “Plaintiffs”) individually and on behalf of the Settlement Class, as defined below, on the one hand; and defendants PATH doing business as PEOPLE ASSISTING THE HOMELESS, erroneously sued as PATH VENTRUES, JOEL JOHN ROBERTS (“Roberts”) and SANDY OLUWEK (“Oluwek” and collectively with PATH and Roberts, “Defendants”), on the other hand, in the lawsuits entitled *Toste v. PATH Ventures, et al.* filed in Los Angeles County Superior Court, Case No. 19STCV45845 and *Mixco, et al. v. PATH* filed in Los Angeles County Superior Court, Case No. 20STCV02972 (the “Actions”). Plaintiffs and Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

- A. **“Toste Action”** means *Toste v. PATH Ventures, et al.* filed in Los Angeles County Superior Court, Case No. 19STCV45845.
- B. **“Mixco Action”** means *Mixco, et al. v. PATH* filed in Los Angeles County Superior Court, Case No. 20STCV02972
- C. **“Actions”** means the Toste Action and the Mixco Action.
- D. **“Aggrieved Employees”** means Class Members working for Defendants during the PAGA Period as non-exempt, hourly-paid employees.
- E. **“Class Counsel”** means: David D. Bibiyan and Diego Aviles of Bibiyan Law Group, P.C, Jasmin K. Gill of J. Gill Law Group, P.C., as well as Todd M. Friedman and Adrian R. Bacon of Law Offices of Todd M. Friedman, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

1 **F.** “**Class Period**” means the period from December 23, 2015 through September
2 21, 2021.

3 **G.** “**Court**” means the Superior Court of the State of California for the County of
4 Los Angeles.

5 **H.** “**Final Approval Date**” means the later of: (1) the date the Court signs an Order
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
7 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
8 have been filed, the date on which they have been resolved or exhausted.

9 **I.** “**Defendants**” shall refer collectively to defendants PATH doing business as
10 People Assisting the Homeless, erroneously sued as PATH Ventures, Joel John Roberts, and
11 Sandy Oluwek.

12 **J.** “**Employer Taxes**” means employer-funded taxes and contributions imposed on
13 the wage portions of the Individual Settlement Payments under the Federal Insurance
14 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
15 and contributions required of employers, such as for unemployment insurance.

16 **K.** “**General Release**” means the general release of claims by Plaintiffs, which is in
17 addition to their limited releases of claims as Participating Class Members.

18 **L.** “**Gross Settlement Amount**” means a non-reversionary fund in the sum of Six
19 Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00),¹ which shall be paid
20 by Defendants, and from which all payments for the Individual Settlement Payments to
21 Participating Class Members, and the Court-approved amounts for attorneys’ fees and
22 reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration
23 Costs, the Service Awards to Plaintiffs, the PAGA Payment, and the LWDA Payment shall be
24 paid. It expressly excludes Employer Taxes, which shall be paid by Defendants separate and
25 apart from the Gross Settlement Amount.

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¹ As the same may be increased in accordance with Paragraph 16, below.

1 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved
2 Employee of his or her share of the PAGA Payment, which may be in addition to his or her
3 Individual Settlement Share.

4 **N. “Individual Settlement Payment”** means a payment to a Participating Class
5 Member of his or her net share of the Net Settlement Amount.

6 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
7 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
8 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
9 submit a timely and valid Request for Exclusion.

10 **P. “LWDA Payment”** means the payment to the State of California Labor and
11 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
12 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
13 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
14 (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and
15 Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand
16 Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
17 based on the Workweeks worked in the PAGA Period, as further set out herein.

18 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
19 that is available for distribution to the Participating Class Members after deductions for the Court-
20 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
21 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
22 Payment, and the PAGA Payment.

23 **R. “Operative Complaints” or “Complaints”** means the Complaints that were filed
24 with the Court on December 23, 2019 in the Toste Action and on January 24, 2020 in the Mixco
25 Action.

26 **S. “PAGA Payment** is the \$5,000 payment payable to Aggrieved Employees, which
27 would be in addition to their Individual Settlement Share so long as they do not opt out of the
28 Settlement.

1 **T. “PAGA Period”** means the period from December 23, 2018 through September
2 21, 2021.

3 **U. “Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion.

5 **V. “Plaintiffs”, “Named Plaintiffs” or “Class Representatives”** shall refer to
6 Plaintiffs Kenneth Toste, Cesilia Mixco and Joia Williams.

7 **W. “Preliminary Approval Date”** means the date on which the Court enters an
8 Order granting preliminary approval of the Settlement.

9 **X. “Released Parties”** shall mean Defendants Roberts and Oluwek as well as
10 Defendant PATH and each of its past, present, and future respective subsidiaries, dba’s, affiliates,
11 parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature
12 and their successors and predecessors in interest, including all of its officers, directors,
13 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
14 consultants, attorneys, administrators, fiduciaries, trustees, and agents.

15 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
16 any Requests for Exclusion, objections, or Workweek Disputes to the Settlement Administrator,
17 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
18 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
19 such an instance, the Class Member shall have fifteen (15) days from the re-mailing, or forty-
20 five (45) days from the date of the initial mailing, whichever is later, in which to postmark a
21 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
22 exclusive means for determining whether a Request for Exclusion, objection, or Workweek
23 Dispute was submitted by the Response Deadline.

24 **Z. “Request for Exclusion”** means a written request to be excluded from the
25 Settlement Class pursuant to Section 9.C below.

26 **AA. “Service Awards”** means monetary amounts to be paid to Plaintiffs of up to
27 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) per Named Plaintiff, which
28 subject to Court approval, will be paid out of the Gross Settlement Amount.

1 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement, including, but not limited to, translating the
3 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
4 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, and
5 Individual PAGA Payments, as well as associated taxes and withholdings, providing
6 declarations, generating Individual Settlement Payment checks and related tax reporting forms,
7 doing administrative work related to unclaimed checks, transmitting payment to Class Counsel
8 for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and
9 expenses, to Plaintiffs for their Service Awards, and to the LWDA for the LWDA Payment,
10 providing weekly reports of opt-outs, objections and related information, and any other actions
11 of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this
12 Agreement. The Settlement Administration Costs are estimated not to exceed \$14,000.00. If the
13 actual amount of the Settlement Administration Costs is less than \$14,000.00, the difference
14 between \$14,000.00 and the actual Settlement Administration Costs shall be a part of the Net
15 Settlement Amount. If the Settlement Administration Costs exceed \$14,000.00, then such excess
16 will be paid solely from the Gross Settlement Amount and Defendants will not be responsible
17 for paying any additional funds in order to pay these additional costs.

18 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
19 agreed upon by the Parties that will be responsible for the administration of the Settlement
20 including, without limitation, translating the Class Notice in Spanish, the distribution of the
21 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
22 and related matters under this Agreement.

23 **DD. “Settlement Class” or “Settlement Class Members”** means all current and
24 former non-exempt, hourly paid employees who worked in California for Defendants at any time
25 during the Class Period.

26 **EE. “Workweeks”** means the number of workweeks that a Settlement Class Member
27 was employed by Defendant in a non-exempt, hourly position during the Class Period, based on
28

1 hire dates, re-hire dates, and termination dates. If a Settlement Class Member disputes his/her
2 Individual Settlement Share, it shall be termed a “Workweek Dispute.”

3 **2. BACKGROUND**

4 **A.** On November 20, 2019, Plaintiff Toste filed with the LWDA and served on
5 Defendant PATH a notice under Labor Code section 2699.3 stating he intended to serve as a
6 proxy of the LWDA to recover civil penalties for aggrieved employees. On July 16, 2020 and
7 November 20, 2020, Plaintiff Toste filed with the LWDA and served on Defendants amended
8 PAGA Notices. Plaintiff Toste’s initial and amended PAGA Notices shall collectively be
9 referred to as the “Toste PAGA Notice.” The PAGA Notice includes violations of law originally
10 pled in the Toste Action referenced below, plus a request for penalties for failure to comply with
11 Labor Code sections 204, 246, 432, 1174, 1198.5, and 2810.5.

12 **B.** Thereafter, on December 23, 2019, Plaintiff Toste filed a putative wage-and-hour
13 class action against Defendant PATH, which was amended to include his representative
14 allegations on July 16, 2020 and further amended to include Defendants Roberts and Oluwek on
15 January 15, 2021 (*i.e.*, “Toste Action”).

16 **C.** On January 23, 2020, Plaintiffs Mixco and Williams also filed a separate PAGA
17 Notice with the LWDA under Labor Code section 2699.3 stating an intention to seek civil
18 penalties on behalf of the State of California for aggrieved employees (the “Mixco PAGA
19 Notice” and collectively with the Toste PAGA Notice, the “PAGA Notices”). On that same date,
20 Plaintiffs Mixco and Williams filed a putative wage-and-hour class action against Defendant
21 PATH, which was amended to include their representative allegations on July 7, 2020 (*i.e.*, the
22 “Mixco Action”).

23 **D.** On August 26, 2020, this Court issued an order indicating that the Toste Action
24 and the Mixco Action were related and they have since been consolidated.

25 **E.** Plaintiffs allege that during the Class Period, with respect to Plaintiffs and the
26 Settlement Class Members, Defendants, *inter alia*, failed to pay the Settlement Class Members’
27 overtime wages and minimum wages for all hours worked and/or recorded; failed to provide
28 compliant meal and rest periods and associated premium payments; failed to issue compliant and

1 accurate itemized wage statements; failed to timely pay all wages due and owing at the time of
2 termination or resignation; and engaged in unfair competition based on the alleged Labor Code
3 violations. Further, Plaintiffs' operative Complaints contain representative allegations under
4 PAGA, on behalf of themselves and all other aggrieved employees in the PAGA Period as proxies
5 of the LWDA to recover civil penalties for the Labor Code violations set out in their PAGA
6 Notices.

7 **F.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
8 mediation, in which Plaintiffs were provided with, among other things: (1) Class Data points for
9 1,294 hourly-paid, non-exempt employees that worked for Defendants during the Class Period;
10 (2) a representative sampling of corresponding time and payroll records for Class Members; (3)
11 two versions of an Employee Handbook, including all pertinent written wage-and-hour policies
12 in place during the Class Period; (4) a copy of purported arbitration agreements Defendants
13 contend were in effect between the parties; and (5) all documents related to Plaintiffs.

14 **G.** On June 23, 2021, the Parties participated in a full-day mediation with Gig
15 Kyriacou, Esq., a well-regarded mediator experienced in mediating complex labor and
16 employment matters. The parties were not able to reach a Settlement to resolve the Actions on
17 the day of mediation, but with the aid of Mr. Kyriacou's evaluation and continuous efforts over
18 the months that followed, the Parties reached a Settlement to resolve the Actions.

19 **H.** Class Counsel have conducted significant investigation of the law and facts
20 relating to the claims asserted in the Actions and the PAGA Notices and has concluded that that
21 the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the
22 Settlement Class, taking into account the sharply contested issues involved, the expense and time
23 necessary to litigate the Actions through trial and any appeals, the risks and costs of further
24 litigation of the Actions, the risk of an adverse outcome, the uncertainties of complex litigation,
25 the information learned through informal discovery regarding Plaintiffs' allegations, and the
26 substantial benefits to be received by the Settlement Class Members.

27 **I.** Defendants have concluded that, because of the substantial expense of defending
28 against the Actions, the length of time necessary to resolve the issues presented herein, the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in their
2 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
3 claims asserted against them in the Actions and the PAGA Notices. However, Defendants
4 nevertheless desire to settle the Actions for the purpose of avoiding the burden, expense and
5 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
6 engendered by the Actions.

7 **J.** This Agreement is intended to and does effectuate the full, final, and complete
8 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
9 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
10 and Aggrieved Employees.

11 **3. JURISDICTION**

12 The Court has jurisdiction over the Parties and the subject matter of the Actions. The
13 Actions include claims that, if proven, would authorize the Court to grant relief pursuant to the
14 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
15 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
16 pursuant to California Rule of Court, rule 3.769, subdivision (h).

17 **4. STIPULATION OF CLASS CERTIFICATION**

18 The Parties stipulate to the certification of the Settlement Class under this Agreement for
19 purposes of settlement only.

20 **5. MOTION FOR PRELIMINARY APPROVAL**

21 Plaintiffs will move for an order granting preliminary approval of the Settlement,
22 approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class
23 Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
24 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
25 of Requests for Exclusion, Workweek Disputes, and objections, the papers in support of Final
26 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion
27 for Final Approval.
28

1 **6. STATEMENT OF NO ADMISSION**

2 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs
3 and the Settlement Class with respect to any claims or allegations asserted in the Actions and the
4 PAGA Notices. This Agreement shall not be deemed an admission by Defendants of any claims
5 or allegations asserted in the Actions or the PAGA Notices. Except as set forth elsewhere herein,
6 in the event that this Agreement is not approved by the Court, or any appellate court, is
7 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived,
8 limited or affected in any way any claims, rights or remedies, or defenses in the Actions or the
9 PAGA Notices, and Defendants will not be deemed to have waived, limited, or affected in any
10 way any of their objections or defenses in the Actions and the PAGA Notices. The Parties shall
11 be restored to their respective positions in the Actions prior to the entry of this Settlement.

12 **7. RELEASE OF CLAIMS**

13 **A. Release by All Participating Class Members.**

14 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
15 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full
16 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,
17 Plaintiffs and all Participating Class Members release all claims against the Released Parties
18 asserted in the Complaint filed in the Actions, or any and all claims that may be asserted against
19 the Released Parties based on the factual allegations in the First Amended Complaint filed on
20 July 17, 2020 in the Toste Action and the First Amended Complaint filed on July 7, 2020 in the
21 Mixco Action, as follows: For the duration of the Class Period, the release includes: (a) all claims
22 for failure to pay overtime and double time wages; (b) all claims for failure to pay minimum
23 wages; (c) all claims for failure to provide compliant meal and rest periods and associated
24 premium pay; (d) all claims for the failure to timely pay wages upon termination or resignation;
25 (f) all claims for non-compliant wage statements; (g) all claims for failure to reimburse costs as
26 required under Labor Code § 2802; and (h) all claims asserted through California Business &
27 Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the First
28 Amended Complaint filed on July 17, 2020 in the Toste Action and the First Amended Complaint

1 filed on July 7, 2020 in the Mixco Action (the “Class Released Claims”). For Aggrieved
2 Employees, the release includes, for the duration of the PAGA Period, all claims released during
3 the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code
4 Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code
5 sections alleged to have been violated in the First Amended Complaint filed on July 17, 2020 in
6 the Toste Action and the First Amended Complaint filed on July 7, 2020 in the Mixco Action,
7 which include, without limitation, alleged violations of Labor Code sections 204, 246, 432, 1174,
8 1198.5, and 2810.5 (the “PAGA Released Claims”).

9 The PAGA Released Claims also include all PAGA claims that could have been premised
10 on the facts alleged in the PAGA Notice for both the Mixco Action and the Toste Action. All
11 PAGA Released Claims will be subject to a full release even in the event that a Class Member
12 submits a timely and valid Request for Exclusion

13 **B. General Release.**

14 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
15 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full
16 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
17 addition to the Released Claims, Plaintiffs make the additional following General Release:
18 Plaintiffs release the Released Parties from of all claims, demands, rights, liabilities and causes
19 of action of every nature and description whatsoever, known or unknown, asserted or that might
20 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
21 law or regulation arising out of, relating to, or in connection with any act or omission of the
22 Released Parties through the date of full execution of this Agreement in connection with
23 Plaintiffs’ employment or the termination thereof. With respect to the General Release, Plaintiffs
24 stipulate and agree that, through the Final Approval Date, Plaintiffs shall be deemed to have, and
25 by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest
26 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
27 Civil Code, or any other similar provision under federal or state law, which provides:

28 A general release does not extend to claims which the creditor does
not know or suspect to exist in his or her favor at the time of

1 executing the release, which if known by him or her must have
2 materially affected his or her settlement with the debtor or released
3 party.

4 The General Release outlined herein applies only to the claims of the three (3) Named
5 Plaintiffs in this Action—Kenneth Toste , Cesillia Mixco and Joia Williams—and not to the
6 claims of the other Class Members or Aggrieved Employees.

7 **8. SETTLEMENT ADMINISTRATOR**

8 A. Plaintiffs and Defendants, through their respective counsel, have selected Phoenix
9 Settlement Administrators to administer the Settlement, which includes but is not limited to
10 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
11 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
12 expenses of the Settlement Administrator, currently estimated to be \$14,000.00, will be paid from
13 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
14 less than \$14,000.00, the difference between \$14,000.00 and the actual Settlement
15 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
16 Administration Costs exceed \$14,000.00, then such excess will be paid solely from the Gross
17 Settlement Amount and Defendants will not be responsible for paying any additional funds in
18 order to pay these additional costs.

19 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
20 **PROCESS**

21 A. **Notice to the Settlement Class Members.**

22 (1) Within ten (10) calendar days after the Preliminary Approval Date,
23 Defendants' Counsel shall provide the Settlement Administrator with information with respect
24 to each Settlement Class Member, including his or her: (1) name, last known address(es) and last
25 known telephone number(s) currently in Defendants' possession, custody, or control; (2) Social
26 Security Number(s) in Defendants' possession, custody, or control; and (3) the hire dates and
27 termination or resignation dates (if applicable) for each Settlement Class Member ("Class List"),
28 which shall be made available to Class Counsel upon request. The Settlement Administrator
 shall perform an address search using the United States Postal Service National Change of

1 Address (“NCOA”) database and update the addresses contained on the Class List with the
2 newly-found addresses, if any. Within seven (7) calendar days of receiving the Class List from
3 Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to
4 the Settlement Class Members via first-class regular U.S. Mail using the most current mailing
5 address information available. The Settlement Administrator shall maintain a list with names
6 and all addresses to which notice was given, and digital copies of all the Settlement
7 Administrator’s records evidencing the giving of notice to any Settlement Class Member, for at
8 least four (4) years from the Final Approval Date.

9 (2) The Class Notice will set forth:

- 10 (a) the Settlement Class Member’s estimated Individual
11 Settlement Payment and Individual PAGA Payment,
12 and the basis for each;
- 13 (b) the information required by California Rule of Court,
14 rule 3.766, subdivision (d);
- 15 (c) the material terms of the Settlement;
- 16 (d) the proposed Settlement Administration Costs;
- 17 (e) the definition of the Settlement Class;
- 18 (f) a statement that the Court has preliminarily approved
19 the Settlement;
- 20 (g) how the Settlement Class Member can obtain
21 additional information, including contact information
22 for Class Counsel;
- 23 (h) information regarding opt-out and objection
24 procedures;
- 25 (i) the date and location of the Final Approval Hearing;
26 and
- 27 (j) that the Settlement Class Member must notify the
28 Settlement Administrator no later than the Response

1 Deadline if the Settlement Class Member disputes the
2 accuracy of the number of Workweeks as set forth on
3 his or her Class Notice (“Workweek Dispute”). If a
4 Settlement Class Member fails to timely dispute the
5 number of Workweeks attributed to him or her in
6 conformity with the instructions in the Class Notice,
7 then he or she shall be deemed to have waived any
8 objection to its accuracy and any claim to any
9 additional settlement payment based on different data.

10 (3) If a Class Notice from the initial notice mailing is returned as
11 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
12 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
13 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
14 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
15 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
16 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
17 Administrator with a forwarding address before the Response Deadline shall be promptly re-
18 mailed to the forwarding address affixed thereto. Class Members who are re-mailed a Class
19 Notice shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of
20 the initial mailing, whichever is later, in which to postmark a Request for Exclusion, objection
21 or to dispute their attributed workweek count in the Class Period and/or PAGA Period.

22 (4) No later than seven (7) calendar days from the Response Deadline, the
23 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
24 completion of the notice process, including the number of attempts to obtain valid mailing
25 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
26 and copies of all Requests for Exclusion and objections/comments received by the Settlement
27 Administrator.
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1 **B. Objections.**

2 Only Participating Class Members may object or comment regarding the Settlement. In
3 order for any Settlement Class Member to object to this Settlement, or any term of it, he or she
4 should do so by mailing a written objection to the Settlement Administrator at the address or
5 phone number provided on the Class Notice no later than the Response Deadline. The Settlement
6 Administrator shall email a copy of the objection forthwith to Class Counsel and Defendants’
7 counsel and attach each objection, if any, to the declaration that Class Counsel files with the
8 Court in support of the Motion for Final Approval. The objection should set forth in writing: (1)
9 the objector’s name and address, and (2) the reason(s) for the objection, along with whatever
10 legal authority, if any, the objector asserts supports the objection. If a Settlement Class Member
11 objects to this Settlement, the Settlement Class Member will remain a member of the Settlement
12 Class and if the Court approves this Agreement, the Settlement Class Member will be bound by
13 the terms of the Settlement in the same way and to the same extent as a Settlement Class Member
14 who does not object. The date of mailing of the Class Notice to the objecting Settlement Class
15 Member shall be conclusively determined according to the records of the Settlement
16 Administrator. Settlement Class Members do not need to object in writing to be heard at, or
17 object to the Settlement, at the Final Approval Hearing.

18 **C. Requesting Exclusion.**

19 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
20 Settlement by mailing a written request to be excluded from the Settlement (“Request for
21 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
22 To be valid, a Request for Exclusion must include the Class Member’s name, social security
23 number and signature and the following statement or something to its effect: “Please exclude me
24 from the Settlement Class in the *Toste v. PATH Ventures, et al.* matter” or a statement of similar
25 meaning. The Settlement Administrator shall immediately provide copies of all Requests for
26 Exclusion to Class Counsel and Defendants’ Counsel and shall report the Requests for Exclusions
27 that it receives, to the Court, in its declaration to be provided in advance of the Final Approval
28 Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be

1 entitled to receive any payment from the Settlement and will not be bound by the Settlement
2 Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement
3 Class Member who does not opt out of the Settlement by submitting a timely and valid Request
4 for Exclusion will be bound by all terms of the Settlement, including those pertaining to the
5 Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of
6 the Settlement is granted. A Class Member cannot both opt out and object to the Settlement. In
7 the event that a Class Member tries to both opt out and object to the Settlement, the opt-out will
8 control and the objection will be void.

9 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

10 Each Settlement Class Member may dispute the number of Workweeks attributed to him
11 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
12 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
13 Response Deadline. The Settlement Administrator shall immediately provide copies of all
14 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
15 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
16 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
17 adjudicate the dispute.

18 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
19 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

20 Individual Settlement Payments will be calculated and distributed to Participating Class
21 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
22 Members' respective number of Workweeks during the Class Period. Individual PAGA
23 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
24 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
25 number of Workweeks during the PAGA Period. Specific calculations of the Individual
26 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
27 follows:
28

1 **A.** The Settlement Administrator will determine the total number of Workweeks
2 worked by each Settlement Class Member during the Class Period (“Class Member’s
3 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
4 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
5 Administrator will determine the total number of Workweeks worked by each Aggrieved
6 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
7 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
8 (“PAGA Workweeks”).

9 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
10 Settlement Administrator will use the following formula: Individual Settlement Share =
11 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

12 **C.** To determine each Participating Class Member’s Individual Settlement Share,
13 the Settlement Administrator will determine the aggregate number of Workweeks worked by
14 all Participating Class Members during the Class Period (“Participating Class Workweeks”)
15 and use the following formula: Individual Settlement Share = (Participating Class Member’s
16 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

17 **D.** The net amount of the Individual Settlement Share is to be paid out to
18 Participating Class Members by way of check and is referred to as “Individual Settlement
19 Payment(s)”.

20 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
21 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
22 PAGA Payment = ([Aggrieved Employee’s Workweeks ÷ PAGA Workweeks] x \$5,000.00)
23 (the “PAGA Payment”). This amount is to be paid out to Aggrieved Employees by way of
24 check. The Settlement Payment for a Participating Class Member who is also an Aggrieved
25 Employee will therefore include the Participating Class Member’s Individual Settlement Share
26 and Individual PAGA Payment. A Settlement Class Member who is also an Aggrieved
27 Employee who submits a valid Request for Exclusion will nevertheless be bound by the release
28 of the PAGA Released Claims and will still receive their Individual PAGA Payment.

1 **11. DISTRIBUTION OF PAYMENTS**

2 **A. Distribution of Individual Settlement Payments.**

3 Participating Class Members will receive an Individual Settlement Payment and
4 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
5 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
6 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
7 calendar days after expiration of the 180-day period, checks for such payments shall be
8 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
9 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
10 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
11 Procedure section 384, shall be transmitted to Legal Aid at Work, the *cy pres* recipient, for use
12 in Los Angeles County. By signatures below the parties and their counsel confirm that they
13 have no pecuniary interest in Legal Aid at Work. The Settlement Administrator shall prepare
14 a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and
15 the report shall be presented to the Court by Class Counsel along with a proposed amended
16 judgment that is consistent with the provisions of Code of Civil Procedure section 384.

17 **B. Funding of Settlement.**

18 Defendants shall, within thirty (30) calendar days of Final Approval of the settlement in
19 the Class and PAGA Action, make payment of Three-Hundred Twelve Thousand and Five
20 Hundred Dollars and Zero Cents (\$312,500.00) (*i.e.*, 50% of the Gross Settlement Amount)
21 unless the same is escalated pursuant to Paragraph 16 below (and in such event, 50% of the
22 escalated Gross Settlement Amount) to the Settlement Administrator pursuant to Internal
23 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
24 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
25 Agreement and the Court’s Orders and subject to the conditions described herein. Further, within
26 fifteen (15) months of the Parties executing this Agreement, Defendants shall make payment of
27 the remaining balance of Three-Hundred Twelve Thousand and Five Hundred Dollars and Zero
28 Cents (\$312,500.00) (*i.e.*, the remaining 50% of the Gross Settlement Amount) unless the same

1 is escalated pursuant to Paragraph 16 below (and in such event, the remaining 50% of the
2 escalated Gross Settlement Amount) to the Settlement Administrator pursuant to Internal
3 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
4 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
5 Agreement and the Court’s Orders and subject to the conditions described herein. For each
6 payment made, Defendants shall, within seven (7) calendar days of the Settlement Administrator
7 notifying Defendants of the amount of Defendants’ share of taxes owed on the wages portion of
8 the settlement (“Employers’ Taxes”), make payment of said Employers’ Taxes to the Settlement
9 Administrator for deposit into an interest-bearing QSA with an FDIC insured banking institution,
10 for distribution in accordance with this Agreement and the Court’s Orders subject to the
11 conditions described herein.

12 Payments from the QSA shall be made for (1) the Service Awards to Plaintiffs as
13 specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award
14 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
15 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
16 LWDA Payment, as specified in this Agreement; and (5) Individual PAGA Payments from the
17 \$5,000 PAGA Payment in accordance with Paragraph 10 of this Agreement. The balance
18 remaining shall constitute the Net Settlement Amount from which Individual Settlement
19 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
20 All interest accrued shall be for the benefit of the Class Members and distributed on a pro-rata
21 basis.

22 **C. Time for Distribution.**

23 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
24 (as the same may be increased in accordance with Paragraph 16) by Defendants, as well as
25 Employer Taxes, or after the Final Order and Judgment following a Final Fairness and Approval
26 hearing, whichever is later, the Settlement Administrator shall distribute all payments due under
27 the Settlement, including the Individual Settlement Payments to Participating Class Members
28 and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved

1 payments for the Service Awards to each of the Named Plaintiffs Toste, Mixco, and Williams,
2 attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the
3 Settlement Administrator, and the LWDA Payment to the LWDA.

4 **11. ATTORNEYS' FEES AND LITIGATION COSTS**

5 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
6 fees of up to 35% of the Gross Settlement Amount, or, unless escalated pursuant to Paragraph 16
7 of this Agreement, Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars and Zero
8 Cents (\$218,750.00). Class Counsel shall further apply for, and Defendants shall not oppose, an
9 application or motion by Class Counsel for reimbursement of actual costs associated with Class
10 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to
11 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and
12 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and
13 costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Class and
14 PAGA Action. The "future" aspect of the amounts stated herein includes, without limitation, all
15 time and expenses expended by Class Counsel (including any appeals therein). There will be no
16 additional charge of any kind to either the Settlement Class Members or request for additional
17 consideration from Defendants for such work unless, in the event of a material breach of this
18 Agreement by Defendants, Plaintiffs are required to move the Court for enforcement of this
19 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
20 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
21 be a part of the Net Settlement Amount.

22 **12. SERVICE AWARD TO PLAINTIFFS**

23 Named Plaintiffs Toste, Mixco, and Williams shall each seek, and Defendants shall not
24 oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and
25 Zero Cents (\$7,500.00) per Named Plaintiff (*i.e.*, a total of up to \$22,500 in Service Awards) for
26 each Plaintiff's participation in and assistance with the Class Action. Any Service Awards
27 awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on
28 an IRS Form 1099. If the Court approves the Service Awards to Plaintiffs in less than the

1 amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement
2 Amount.

3 **13. TAXATION AND ALLOCATION**

4 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
5 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
6 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
7 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
8 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
9 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
10 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
11 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
12 be made pursuant to applicable state and/or local withholding codes or regulations.

13 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
14 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
15 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
16 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
17 set forth in this Section may be modified in a manner to bring Defendants into compliance with
18 any such changes.

19 **C.** All Employer Taxes shall be paid by Defendants separate, apart and above from
20 the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
21 payroll taxes as described above.

22 **D.** Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
23 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
24 be relied upon as such within the meaning of United States Treasury Department Circular 230
25 (31 C.F.R. Part 10, as amended) or otherwise.

26 **14. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

27 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000) of the
28 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent

1 (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA (*i.e.*, the
2 LWDA Payment), and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved
3 Employees (*i.e.*, the PAGA Payment) on a *pro rata* basis, based upon their respective
4 Workweeks.

5 **15. COURT APPROVAL**

6 This Agreement is contingent upon an order by the Court granting Final Approval of the
7 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
8 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
9 shall be restored to their respective positions in the Class and PAGA Action prior to entry of this
10 Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is
11 reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except
12 to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying
13 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
14 stated to survive the Settlement Agreement being voided or not approved, and which control in
15 such an event.

16 **16. INCREASE IN WEEKLY PAY PERIODS**

17 Defendants represent that there are no more than 100,169 Workweeks worked during
18 the Class Period by Class Members. In the event the number of Workweeks increases by more
19 than 10%, or 10,016.90 Workweeks, then the Gross Settlement Amount shall be increased
20 proportionally over the 10% increase. For example, if the number of Workweeks worked by
21 Class Members increases by 11%, the Gross Settlement Amount will increase by 1%.
22 Likewise, if the number of Workweeks worked by Class Members during the Class Period
23 increases by 12%, the Gross Settlement Amount will increase by 2%. The Workweek Value
24 shall be calculated by dividing the Gross Settlement Amount (\$625,000.00) by 100,169, which
25 amounts to a Workweek Value of \$6.24 per Workweek. Thus, for example, should there be
26 111,169 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased
27 by \$6,134.54. (111,169 Workweeks – 110,185.90 Workweeks = 983.10 Workweeks x \$6.24
28 per Workweek.)

1 **17. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **18. MISCELLANEOUS PROVISIONS**

6 **A. Interpretation of the Agreement.**

7 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
8 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
9 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
10 oral or written representations or terms shall modify, vary or contradict its terms. In entering
11 into this Agreement, the Parties agree that this Agreement is to be construed according to its
12 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
13 interpreted and enforced under the laws of the State of California, both in its procedural and
14 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
15 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
16 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiffs and
17 Defendants hereby consent to the personal jurisdiction of the Court in the Actions over it solely
18 in connection therewith. The foregoing is only limited to disputes concerning this Agreement.
19 Plaintiffs Kenneth Toste, Cesillia Mixco, and Joia Williams, on behalf of themselves and on
20 behalf of the Settlement Class, and Defendants participated in the negotiation and drafting of this
21 Agreement and had available to them the advice and assistance of independent counsel. As such,
22 neither Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be
23 construed against the other. The Agreement may be modified only by a writing signed by counsel
24 for the Parties and approved by the Court.

25 **B. Further Cooperation.**

26 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
27 and execute all documents, to seek the necessary approvals from the Court, and to do all things
28 reasonably necessary to consummate the Settlement as expeditiously as possible.

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C. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

D. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

E. No Third-Party Beneficiaries.

Plaintiffs, Participating Class Members, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
16 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
18 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
19

20 **IT IS SO AGREED:**

21 Dated: _____, 2022

KENNETH TOSTE
Plaintiff and Class Representative

22 Dated: 9/27/2022, 2022

CESILLIA MIXCO
Plaintiff and Class Representative

23 Dated: _____, 2022

JOIA WILLIAMS
Plaintiff and Class Representative

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16 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
18 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

19
20 **IT IS SO AGREED:**

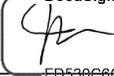
21 Dated: _____, 2022

KENNETH TOSTE
Plaintiff and Class Representative

23 Dated: _____, 2022

CESILLIA MIXCO
Plaintiff and Class Representative

25 Dated: 9/26/2022, 2022

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JOIA WILLIAMS
Plaintiff and Class Representative

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IT IS SO AGREED:

Dated: _____, 2022

KENNETH TOSTE
Plaintiff and Class Representative

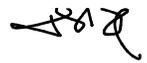
Dated: _____, 2022

CESILLIA MIXCO
Plaintiff and Class Representative

Dated: _____, 2022

JOIA WILLIAMS
Plaintiff and Class Representative

Dated: September 27, 2022



PATH doing business as PEOPLE ASSISTING
THE HOMELESS, erroneously sued as PATH
VENTURES
Defendant
By: Jennifer Hark-Dietz
Its: CEO

Dated: September 28, 2022



JOEL JOHN ROBERTS
Defendant

Dated: September 28, 2022

Sandy Oluwek

SANDY OLUWEK
Defendant

AGREED AS TO FORM:

Dated: _____, 2022

JASMIN K. GILL
Counsel for Plaintiff Kenneth Toste

Dated: _____, 2022

DAVID D. BIBIYAN
Counsel for Plaintiff Kenneth Toste

Dated: _____, 2022

TODD M. FRIEDMAN
Counsel for Plaintiffs Cesillia Mixco and Joia Williams

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Dated: _____, 2022

PATH VENTURES, doing business as "People
Assisting The Homeless"
Defendant
By:
Its:

Dated: _____, 2022

JOEL JOHN ROBERTS
Defendant

Dated: _____, 2022

SANDY OLUWEK
Defendant

AGREED AS TO FORM:

Dated: _____, 2022

JASMIN K. GILL
Counsel for Plaintiff Kenneth Toste

Dated: _____, 2022

DAVID D. BIBIYAN
Counsel for Plaintiff Kenneth Toste

Dated: September 28, 2022



TODD M. FRIEDMAN
Counsel for Plaintiffs Cesillia Mixco and Joia Williams

Dated: September 28, 2022



ADRIAN R. BACON
Counsel for Plaintiffs Cesillia Mixco and Joia Williams

Dated: _____, 2022

STEVEN C. AMUNDSON
ALINA SOOKASIAN
**Counsel for Defendants PATH Ventures,
doing business as "People Assisting The
Homeless", Joel John Roberts and Sandy
Oluwek**

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IT IS SO AGREED:

Dated: 9/26/2022, 2022

DocuSigned by:
Kenneth Toste
CE6FF38214DE40B...

KENNETH TOSTE
Plaintiff and Class Representative

Dated: _____, 2022

CESILLIA MIXCO
Plaintiff and Class Representative

Dated: _____, 2022

JOIA WILLIAMS
Plaintiff and Class Representative

Dated: _____, 2022

PATH VENTURES, doing business as "People
Assisting The Homeless"
Defendant
By:
Its:

Dated: _____, 2022

JOEL JOHN ROBERTS
Defendant

Dated: _____, 2022

SANDY OLUWEK
Defendant

AGREED AS TO FORM:

Dated: 9/26/2022, 2022

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Jasmin Gill
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JASMIN K. GILL
Counsel for Plaintiff Kenneth Toste

Dated: 9/26/2022, 2022

DocuSigned by:
David Bibiyan
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DAVID D. BIBIYAN
Counsel for Plaintiff Kenneth Toste

Dated: _____, 2022

TODD M. FRIEDMAN
Counsel for Plaintiffs Cesillia Mixco and Joia
Williams

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Dated: _____, 2022

ADRIAN R. BACON
Counsel for Plaintiffs Cesillia Mixco and Joia Williams

Dated: September 28 _____, 2022



STEVEN C. AMUNDSON
Counsel for Defendants PATH doing business as People Assisting the Homeless, erroneously sued as PATH Ventures, Joel John Roberts and Sandy Oluwek