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7 Attorneys for Plaintiff, MARIA ROCHA, on behalf of herself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11
12 MARIA ROCHA,

13 Plaintiff,

14 v.

15 YOUNG HORIZONS; and DOES 1 through 50,
16 inclusive,

17 Defendant.

Case No.: 19STCV34339

CLASS ACTION

**SECOND AMENDED JOINT
STIPULATION OF SETTLEMENT AND
RELEASE OF CLAIMS**

Assigned for all purposes to:
Hon. Maren Nelson; Dept. 17

Complaint Filed: September 27, 2019
Trial Date: None Yet Set

1 This Second Amended Joint Stipulation of Class Action Settlement and Release of
2 Claims (“Stipulation”) is made and entered into between Plaintiff MARIA ROCHA, as an
3 individual and as a representative of the Class, and Defendant YOUNG HORIZONS, a
4 California non-profit organization (“Defendant”), who are Parties to the above-captioned
5 putative class action litigation.

6 It is hereby stipulated and agreed, by and between the undersigned Parties, subject to
7 approval of the Court, that the settlement of this action shall be effectuated upon and subject to
8 the following terms and conditions:

9 **I. DEFINITIONS**

10 The following capitalized terms, when used in this Stipulation shall have the following
11 meanings:

12 1. “Action” or “Lawsuit” means the above stated action, styled as *Rocha v. Young*
13 *Horizons*, Los Angeles County Superior Court Case No. 19STCV34339.

14 2. “Class Action Administrator” means Phoenix Class Action Administration
15 Solutions whom the parties have selected to administer this Settlement.

16 3. “Class Action Administration Costs” mean the fees and expenses reasonably and
17 necessarily incurred by the Class Action Administrator as a result of performing the settlement
18 administration procedures and functions expressly required in this Stipulation and shall include
19 all costs of administering the Settlement including, but not limited to, all tax document
20 preparation, custodial fees and accounting fees incurred by the Class Action Administrator; all
21 costs and fees associated with preparing, issuing and mailing any and all notices and other
22 correspondence to Settlement Class Members; all costs and fees associated with computing,
23 processing, reviewing and paying the Settlement Class Member Settlement Amount and
24 resolving disputed claims; all costs and fees associated with calculating tax withholdings and
25 payroll taxes and making related payment to federal state tax authorities and issuing tax forms
26 relating to any payments made consistent with the Stipulation; all fees and costs associated with
27 any other payments to be made out of or into the Qualified Settlement Fund; all costs and fees
28 associated with preparing any tax returns and any other filings required by any governmental

1 taxing authority or agency; all costs and fees associated with preparing any other notices, reports
2 or filings to be prepared in the course of administering disbursements from the Qualified
3 Settlement Fund; and any other costs and fees incurred and/or charged by the Class Action
4 Administrator in connection with the execution of its duties under this Stipulation.

5 4. "Class" and "Settlement Class" means all current and former non-exempt
6 employees employed by Defendant in California on or after September 27, 2015 through the
7 Date of Preliminary Approval of the Stipulation.

8 5. "Class Counsel" shall mean Kevin Mahoney of Mahoney Law Group, APC.

9 6. "Class Period" shall mean September 27, 2015 through the Date of Preliminary
10 Approval of the Stipulation.

11 7. "Class Representative" or "Plaintiff" is MARIA ROCHA.

12 8. "Class Representative Released Claims" shall be all claims or causes of action
13 of any type whatsoever, whether known or unknown, that were, or reasonably could have been,
14 alleged based on the facts contained in the operative Complaint or ascertained during the Action
15 including, but not limited to, claims arising out of or related to Plaintiff Maria Rocha's
16 employment with Defendant, claims for failure to pay all wages including overtime, failure to
17 provide compliant meal periods; failure to provide compliant rest periods; failure to pay wages
18 upon termination of employment; violation of Bus. & Prof. Code § 17200 et seq., causes of
19 action or legal theories described above or any of the claims. Class Representative Released
20 Claims do not extend to any claims or actions to enforce the Settlement Agreement, or to any
21 claims for vested benefits, disability benefits, social security benefits, workers' compensation
22 benefits that arouse at any time or based on occurrences outside the Class Period.

23 9. "Court" shall mean the Superior Court of California for Los Angeles County.

24 10. "Date of Preliminary Approval" means the date the Court enters an Order
25 approving this Stipulation, the exhibits thereto and setting a hearing for Final Approval of the
26 Stipulation, including approval of attorneys' fees and costs.

27 11. "Date of Final Approval" means the date on which the Court enters a final
28 judgment on the Complaint in this matter approving the terms and conditions of this Stipulation

1 and the exhibits thereto, including attorneys' fees and costs, Plaintiff's Service Enhancement
2 Payment.

3 12. "Defendant" shall mean YOUNG HORIZONS and each of its past, present
4 and/or former parents, subsidiaries, successors and predecessors, officers, directors,
5 shareholders, members, managers, and agents.

6 13. "Deficient Opt-Out Form" means an Opt-Out Form that is not signed by the
7 Settlement Class Member submitting the Opt-Out Form or cannot be verified by the Class
8 Action Administrator as being an authentic submission by the Settlement Class Member.

9 14. "Defendant's Counsel" shall mean Roger Scott of BUCHALTER.

10 15. "Effective Date" of this Stipulation shall mean the date that the Court grants final
11 approval of the Settlement and the Settlement is fully funded:

12 16. "Employee Taxes" shall mean the employee portion withheld from a paycheck
13 for the purpose of Social Security, Medicare, State Disability Insurance, or state, federal, or
14 local income tax.

15 17. "Complaint" shall mean the operative complaint in the Action which was filed
16 on or about September 27, 2019.

17 18. "Maximum Settlement Amount" or "MSA" is the sum of two hundred thousand
18 U.S. dollars (\$200,000.00), which represents the maximum amount payable in this Settlement
19 by Defendant, that includes all payments to be made to Settlement Class Members, attorneys'
20 fees approved by the Court, attorney costs approved by the Court, Settlement Class Members'
21 share of employee taxes that Defendant is required to withhold as a matter of law, Plaintiff's
22 Service Enhancement Payment, and Class Action Administration Costs.

23 19. "Net Settlement Amount" or "NSA" is the Maximum Settlement Amount minus
24 awarded attorneys' fees, costs, Plaintiff's Service Enhancement Payment, and actual Class
25 Action Administration Costs.

26 20. "Class Notice" shall mean the document attached hereto as Exhibit A.

27 21. "Opt-Out Form" shall mean the exclusion document attached hereto as Exhibit

28 B.

1 22. “Opt-Out Period” shall mean a period of sixty (60) calendar days from the date
2 the Class Action Administrator mails the Settlement Documents to Settlement Class Members.
3 If the sixtieth day falls on a Sunday or holiday, the Opt-Out Period shall end on the next business
4 day that is not a Sunday or holiday.

5 23. “Parties” shall mean Defendant and Plaintiff collectively.

6 24. “Party” shall mean either Plaintiff or Defendant individually.

7 25. “Qualified Settlement Fund” shall mean the Qualified Settlement Fund
8 established by the Class Action Administrator for the benefit of the Settlement Class Members.

9 26. “Released Parties” means Defendant Young Horizon, and each of its past,
10 present, and/or former parents, subsidiaries, successors and predecessors, officers, directors,
11 shareholders, members, managers, and agents.

12 27. “Settlement Class Member” means a Class Member who has not timely
13 submitted a valid Opt-Out Form to the Class Action Administrator on or before the close of the
14 Opt-Out Period.

15 28. “Settlement Class Member Released Class Claims” shall be the following
16 claims, which are being released for the time period September 27, 2015 to the Date of
17 Preliminary Approval. All claims and causes of action that were alleged, or reasonably could
18 have been alleged, based on the Class Period facts stated in the operative Complaint or
19 ascertained in the course of the Action including, but not limited to, (1) Any claims for unpaid
20 wages (including but not limited to overtime pay, minimum wage, regular wages, salary, missed
21 meal period premium pay, missed rest period premium pay, failure to pay wages of terminated
22 or resigned employees), alleged or which could have been alleged under the facts pleaded in the
23 operative complaint; (2) Any claims for failure to provide or make available meal and rest
24 periods as required under California Labor Code §§226.7, 512 and IWC Wage Orders; and
25 (3) Any claims under California Business and Professions Code section 17200 *et seq.*
26 Settlement Class Member Released Claims does not include any other claims, including claims
27 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
28 unemployment insurance, disability, social security, workers’ compensation, or claims based

1 on facts occurring outside the Class Period.

2 29. “Settlement Class Member’s Individual Settlement Amount” or “Settlement
3 Class Member’s Individual Settlement Payment” means that after deducting the Class Counsel
4 Award and Class Counsel Costs, Class Representative Enhancement Awards, and Class Action
5 Administration Costs, the remaining funds (the “Net Settlement Amount”), will consist of a
6 Class Allocation to be distributed as follows:

7 To calculate the Individual Class Settlement Payment, the Class Action Administrator
8 shall divide the Net Settlement Amount by the total number of workweeks Settlement Class
9 Members worked during the Class Period in order to determine the amount each Settlement
10 Class Member is entitled to for each workweek he or she was employed by Defendant Young
11 Horizons (the “Weekly Amount”) during the Class Period. The Class Action Administrator
12 will multiply the Weekly Amount by the estimated total number of workweeks that each
13 Settlement Class Member worked during the Class Period. The product of each calculation
14 represents the gross Individual Class Settlement Payment for the respective Settlement Class
15 Member out of the Class Allocation. The Class Action Administrator will then deduct
16 Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for
17 each respective Class Member.

18 30. “Qualifying Workweeks” means the number of weeks or partial weeks during
19 the Class Period during which a Settlement Class Member was employed by Defendant in
20 California.

21 31. “Stipulation of Settlement,” “Stipulation,” “Settlement Agreement,
22 “Settlement” and “Agreement” each shall mean this Joint Stipulation of Settlement and Release.

23 **II. DESCRIPTION OF THE LITIGATION**

24 32. On September 27, 2019, Plaintiff filed this class action lawsuit against
25 Defendant in the Superior Court for the State of California, in and for the County of Los
26 Angeles, Case Number 19STCV34339, alleging the following claims and causes of action: (1)
27 failure to pay all wages (including minimum and overtime wages), (2) failure to provide rest
28 periods or compensation in lieu thereof; (3) failure to provide meal periods or compensation in

1 lieu thereof; (4) failure to timely pay wages upon separation of employment; and (5) unfair
2 business practices. Defendant filed an answer to the Complaint on February 14, 2020 denying
3 all claims alleged therein.

4 33. Plaintiff seeks to represent a putative class of all hourly, non-exempt employees
5 employed by Defendant in California as of September 17, 2015 through the Date of Preliminary
6 Approval of the Stipulation.

7 **III. POSITIONS OF THE PARTIES**

8 34. The Parties conducted internal and informal investigations regarding the instant
9 matter. Plaintiff served extensive written discovery pertaining to a wide range of topics,
10 including, but not limited to, Defendant's policies and practices regarding overtime
11 compensation, meal and rest periods and timekeeping procedures. Defendant responded to
12 Plaintiff's discovery requests and produced copies of Plaintiff's time cards and payroll records
13 for all one hundred seventy-one (171) putative class members, prior to the mediation. The
14 Parties agreed to participate in mediation. Defendant represented before mediation there were
15 approximately one hundred seventy-one (171) putative Class Members during the class period.

16 35. Defendant denies Plaintiff's claims. Defendant does not believe that any liability
17 to Plaintiff or Settlement Class Members exists or that Plaintiff or Settlement Class Members
18 are entitled to any recovery. Nothing in this Stipulation of Settlement shall be construed to be
19 or deemed an admission by Defendant of any liability, culpability, negligence or wrongdoing
20 toward the Class Representative, the Settlement Class Members or any other person and
21 Defendant specifically disclaims any liability, culpability, negligence or wrongdoing toward the
22 Class Representative, the Settlement Class Members or any other person and further denies that
23 class certification or representative action treatment is appropriate. Nothing in this Settlement
24 Agreement will be offered or used for the purpose of arguing or asserting this settlement as an
25 admission of liability by Defendant.

26 36. On December 22, 2020, the Parties participated in a full-day of remote mediation
27 of this dispute with mediator Michelle A. Reinglass. The Parties did not reach an agreement at
28 mediation. However, the Parties engaged in further settlement negotiations after mediation and

1 subsequently agreed to settle the Action, pursuant to the terms of this Agreement. At all times,
2 the Parties' settlement negotiations have been non-collusive, adversarial and at arm's length.

3 37. Discussions between counsel for the Parties, discovery, as well as the Parties'
4 investigation and evaluation of Plaintiff's claims, have permitted each side to assess the relative
5 merits of the claims and the defenses to those claims. The Parties agree that the above-described
6 investigation and evaluation, as well as the information exchanged during settlement
7 negotiations and mediation, are more than sufficient to assess the merits of the respective
8 Parties' positions and to compromise the issues on a fair and equitable basis. Based on their
9 own independent investigations and evaluations, Class Counsel is of the opinion that the
10 consideration and terms of the Settlement as set forth below, considering the representative and
11 class claims and the risk of loss, are fair, reasonable and adequate in light of all known facts
12 and circumstances and are in the best interests of the Class. Class Counsel is also of the opinion
13 that the total consideration and settlement payment set forth in this Stipulation of Settlement is
14 adequate in light of the uncertainties surrounding the risk of further litigation and the possible
15 defenses and offset claims that Defendant has asserted and could assert.

16 38. Defendant and its counsel have similarly concluded that it is desirable that the
17 Action be settled in a manner and upon such terms and conditions set forth herein in order to
18 avoid further expense, inconvenience and distraction of further legal proceedings and the risk
19 of the outcome of the Action. Therefore, Defendant has determined that it is desirable and
20 beneficial to finally and fully put to rest the claims in the Action.

21 **IV. OPERATIVE TERMS OF SETTLEMENT**

22 The Parties to this Action agree as follows:

23 39. Non-Admission. This Stipulation of Settlement and/or any related Court
24 documents or orders may not be cited or otherwise admitted as evidence of liability or that class
25 certification or representative action treatment is appropriate. There has been no final
26 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant
27 or as to whether a class should be certified other than for settlement purposes only.

1 40. Conditional Certification of the Settlement Class. The Parties stipulate to the
2 conditional certification of the Settlement Class as defined herein for settlement purposes only.
3 As set forth in the provisions below, the certification for settlement purposes is void and all
4 terms of this Settlement are void if this Settlement is not approved by the Court. The Parties
5 further stipulate that, for settlement purposes only, the law firm of Mahoney Law Group APC
6 may be appointed as Class Counsel and Plaintiff Maria Rocha may be appointed as the Class
7 Representative. Defendant’s stipulation to this settlement class shall not be construed as an
8 admission or acknowledgement of wrongdoing of any kind or that any class should be certified
9 or given collective action treatment.

10 41. Payment Allocations From the Maximum Settlement Amount. Defendant shall
11 pay an amount not to exceed two hundred thousand U.S. dollars (\$200,000.00) as the Maximum
12 Settlement Amount to fully and finally resolve the Action on a class-wide basis. This is a non-
13 reversionary settlement. Under no circumstances will Defendant be obligated to pay any more
14 than the Maximum Settlement Amount of two hundred thousand U.S. dollars (\$200,000.00),
15 with the exception of the employer’s portion of any required payroll taxes. The Parties agree to
16 the following allocations to be paid from the Maximum Settlement Amount subject to Court
17 approval:

18 1. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff
19 counsel’s application to the Court for up to 1/3rd or sixty-six thousand six hundred sixty-six U.S.
20 dollars and sixty-six cents (\$66,666.66) of the Maximum Settlement Amount for attorneys’
21 fees. Plaintiff’s estimated requested attorneys’ fees will be subject to the approval of the Court.

22 2. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff
23 counsel’s application to the Court for reimbursement of actual litigation costs and expenses
24 incurred, subject to the approval of the Court, up to fifteen thousand U.S. dollars (\$15,000.00).

25 3. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff
26 counsel’s application to the Court for a Service Enhancement Payment to the Class
27 Representative up to five thousand dollars (\$5,000.00), with no withholdings and deductions,
28 in consideration for her full release of all claims as plead in the operative complaint and for her

1 efforts in instituting and participating in the Action. The amount of the Service Enhancement
2 Payment will be subject to the approval of the Court.

3 4. Class Action Administration Costs will be paid to Phoenix Class Action
4 Administration Solutions from the Maximum Settlement Amount and will be subject to the
5 approval of the Court estimated at six thousand dollars (\$6,000.00).

6 5. The Net Settlement Amount shall be the Maximum Settlement Amount minus
7 awarded attorneys' fees, costs, Plaintiff's Service Enhancement Payment and actual Class
8 Action Administration Costs. Settlement Class Members' share of payroll taxes that Defendant
9 is required to withhold as a matter of law shall be taken out from the Net Settlement Amount.
10 Defendant's employer share of the payroll taxes as required by law will be paid by Defendant
11 outside of the Maximum Settlement Amount. The Parties agree that the Settlement Agreement
12 shall remain binding even if the Court does not approve the full amount of attorneys' fees,
13 litigation costs, Service Enhancement Payment or Class Action Administration Costs. The
14 Agreement shall remain binding with any such Court-ordered modification(s) and its terms will
15 otherwise remain unchanged. Any Court-ordered reduction in the attorneys' fees, litigation
16 costs, Service Enhancement Payment, , or Class Action Administration Costs shall be added to
17 the Net Settlement Amount.

18 42. Tax Treatment. For tax purposes, Settlement Class Members shall be
19 individually responsible for the payment of employee share of taxes each Settlement Class
20 Member's Individual Class Settlement Payment except that all employee deductions (including
21 taxes on any payments attributable to wages) shall be deducted from any Settlement Class
22 Members' Settlement Payments hereunder as required by law. The Parties agree that the
23 amount of monies attributable to wages shall be twenty percent (20%) of any net settlement
24 proceeds paid to each Settlement Class Member, with forty percent (40%) attributed to
25 penalties, and the remaining forty percent (40%) attributable to interest. Defendant is not
26 responsible for any tax consequences regarding the allocation of the settlement payments. The
27 Class Representative and Settlement Class Members should consult with their tax advisors
28 concerning the tax consequences of the payments they receive under the Settlement. An IRS

1 Tax Form W-2 will be issued to each Settlement Class Member with regard to the portion of
2 the Settlement Class Member Settlement Payments attributable to wages and an IRS Tax Form
3 1099 will be issued to each Settlement Class Member with regard to the remaining portion of
4 the Settlement Class Member Payments. An IRS Tax Form 1099 shall be issued to Class
5 Counsel at the appropriate time in the amount of attorneys' fees and costs paid to Class Counsel.

6 43. Eligibility of Settlement Class Member Settlement Payments. Settlement Class
7 Members that have not timely and properly completed and submitted the Opt-Out Form, shall
8 be entitled to a Settlement Class Member Settlement Payment.

9 44. Calculation of Settlement Class Member Settlement Amounts.

10 The Class Action Administrator will calculate pro rata settlement payments to
11 Settlement Class Members from the Net Settlement Amount based on each Settlement Class
12 Member's Qualifying Work Weeks as reflected on Defendant's internal records as set forth in
13 this paragraph. The Parties agree that the formulas for allocating the Class Member Settlement
14 Amounts provided herein are reasonable and that the Settlement Class Member Settlement
15 Amounts provided herein are designed to provide a fair settlement to the Class.

16 Within fourteen (14) calendar days after Preliminary Approval, Defendant Young
17 Horizons, shall provide the Class Action Administrator with information provided in Section
18 54 of this Agreement and any other reasonably required information the Class Action
19 Administrator requests to perform the calculations required under this Settlement. Defendant
20 shall have no responsibility for deciding the validity of any Individual Settlement Payment or
21 any other payments made pursuant to this Settlement, shall have no involvement in or
22 responsibility for the determination or payment of Employee Taxes, and shall have no liability
23 for any errors made with respect to such Employee Taxes.

24 45. Distribution of Settlement Class Member Settlement Payments. If and when the
25 Effective Date occurs, the Class Action Administrator shall prepare a final list of all Qualified
26 Settlement Class Members. For each Qualified Settlement Class Member on this list, the Class
27 Action Administrator will calculate the amounts due to each Qualified Settlement Class
28 Member and issue checks payable to each Qualified Settlement Class Members. The Parties

1 herein agree that Defendant shall deposit with the Class Action Administrator the total
2 settlement amount of two hundred thousand dollars (\$200,000.00) not later than seven (7)
3 calendar days from the date of Final Approval of the Settlement is ordered granted by the Court.
4 The Class Action Administrator shall advise Defendant's Counsel of the total funds necessary
5 to make the employer payroll taxes required by this Settlement no later than seven (7) calendar
6 days after the Effective Date of the Settlement and Defendant shall deposit that additional
7 amount with the Class Action Administrator no later than (15) calendar days from the Effective
8 Date. The Class Action Administrator shall distribute Class Member Settlement Payments,
9 Enhancement Payment and Class Counsel Fees and Costs as approved by the Court within thirty
10 (30) days of Defendant fully funding the Settlement including Defendant's share of employer
11 payroll taxes pursuant to this Agreement.

12 46. Preliminary Court Approval of the Settlement. Within thirty (30) calendar days
13 following execution of this Settlement Agreement, Plaintiff shall be responsible for preparing
14 and filing a Motion for Preliminary Approval of the Settlement with the Court. Plaintiff will
15 move the Superior Court for an order granting Preliminary Approval of the Settlement, setting
16 a date for the Final Approval Hearing no earlier than seventy-five (75) days from the date of
17 the order granting Preliminary Approval of the Settlement, and approving the Class Notice
18 (attached as Exhibit A to this Stipulation) ("Motion for Preliminary Approval"). The hearing
19 on the motion for Preliminary Approval of Settlement shall be scheduled as soon as the matter
20 may be heard. Any unresolved disagreement among the Parties concerning the Class Notice or
21 other documents necessary to implement the Settlement will be referred first to Michelle A.
22 Reinglass, and if no resolution is reached, then to the Superior Court. At the hearing on the
23 Motion for Preliminary Approval, the Parties anticipate that they will jointly appear, support
24 the granting of the Motion for Preliminary Approval, and obtain an order granting Preliminary
25 Approval, granting approval of the Class Notice, and setting a date for the Final Approval
26 Hearing no earlier than seventy-five (75) days from the date of the order granting Preliminary
27 Approval. Should the Superior Court require any amendments to this Agreement or the Motion
28 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to

1 secure the Superior Court’s preliminary approval. Should the Superior Court decline to
2 preliminarily approve any material aspects of the Settlement, the Settlement will be null and
3 void and the Parties will have no further obligations under it. In such event, the Parties shall be
4 returned to their respective statuses as of the date and time immediately prior to the execution
5 of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
6 executed.

7 47. Final Court Approval of the Settlement. Not later than sixteen (16) court days
8 before the Final Approval Hearing, the Plaintiff will file with the Superior Court a Motion for
9 Final Approval of the Settlement, including payment of the Class Action Administration Costs,
10 and a memorandum in support of their motion (“Motion for Final Approval”). Not later than
11 sixteen (16) court days before the Final Approval Hearing, Plaintiff and Class Counsel will
12 serve on Defendant and file with the Superior Court a Motion for Awards of the Class
13 Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation
14 Expenses Payment, pursuant to this Settlement, and memoranda in support of its motion.
15 Plaintiff will seek fees pursuant to *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.
16 Not later than five (5) court days before the Final Approval Hearing, the Parties shall be entitled
17 to file and serve a response to any Class Member’s objection to the Settlement and/or reply in
18 support of their Motion for Final Approval, to the extent that any opposition to said Motion is
19 filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Awards of the
20 Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation
21 Expenses Payment, to the extent that any opposition to said Motion is filed. If the Superior
22 Court ultimately does not grant final approval of the Settlement or grants final approval
23 conditioned on any material change to the Settlement that is not agreed to by one of the Parties,
24 then either Party will have the right to void the Settlement. If the Settlement is voided in this
25 manner, the Parties will have no further obligations under the Settlement, including any
26 obligation by Defendant to pay any amounts that otherwise would have been payable under this
27 Settlement, except that Defendant will pay the Class Action Administrator’s reasonable fees
28 and expenses incurred as of the date that the Party exercises the right to void the Settlement

1 under this paragraph. Upon final approval of the Settlement by the Superior Court at or after
2 the Final Approval Hearing, the Parties will present for the Superior Court's approval and entry
3 a Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall
4 permanently bar all Settlement Class Members from prosecuting against Defendant all claims
5 included in the definition of Settlement Class Member Released Class Claims as set forth in the
6 Section I of this Agreement, up through the Date of Preliminary Approval. After entry of the
7 Judgment, the Superior Court will have, and the Parties expressly request that the Court retain,
8 continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing
9 this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-
10 Judgment matters as may be appropriate under court rules or applicable law. Plaintiff shall be
11 responsible for preparing and filing a Motion for Final Approval of the Settlement within twenty
12 (20) days following the conclusion of the Opt-Out Period. Plaintiff shall also be responsible for
13 preparing and filing Class Counsel's application for attorney fees, reimbursement of litigation
14 costs, and the Class Representative's application for Service Enhancement Payment. Prior to
15 the Final Approval hearing by the Court, the Parties will submit a proposed Final Order(s): (1)
16 certifying the Class for settlement purposes only; (2) finding the settlement fair, reasonable and
17 in the best interests of the Settlement Class Members; (3) approving Class Counsel's application
18 for an award of attorneys' fees and litigation costs; (4) approving the Class Representative's
19 application for a Service Enhancement Payment; (5) approving payment of Class Action
20 Administration Costs; and (6) entering judgment in accordance with the Settlement. The Order
21 for Final Approval of Settlement shall bar any further actions by Settlement Class Members
22 who have not timely and validly submitted Opt-Out Forms. Plaintiff shall be responsible for
23 submitting a copy of the Final Order to the LWDA within 10 days of its entry by the Court.

24 48. Settlement Not A Judgment In Favor of Class Members. The Parties agree that
25 the order and judgment approving the Settlement is not a judgment in favor of any one or any
26 number of the Settlement Class Members, that any judgment entered is not providing for any
27 direct compensation of any one or any number of the Settlement Class Members but, rather,
28

1 that it simply approves and undertakes to monitor the execution of the settlement between the
2 Parties.

3 49. Right to Revoke. Either Party has the right in its sole and exclusive discretion
4 to terminate and withdraw from the Settlement at any time prior to the Date of Final Approval
5 if any of the following occur: (1) more than 10% of the Settlement Class Members timely and
6 validity opt out of the Settlement; (2) the Settlement is construed in such a fashion that
7 Defendant is required to pay more than the Maximum Settlement Amount, except for its portion
8 of required payroll taxes and as set forth in Paragraph 41(5) above; or (3) the Court does not
9 certify the Settlement Class as described herein or approve the releasing of all of the Settlement
10 Class Member Released Claims and/or the Class Representative Released Claims as defined
11 herein or otherwise makes an order materially inconsistent with any of the terms of this
12 Settlement Agreement; or (4) the Court does not grant preliminary or final approval of the
13 Settlement. If, for any reason, the Settlement is not approved by the Court or if a Party
14 terminates and withdraws from the Settlement pursuant to this paragraph, this Settlement
15 Agreement and any related settlement documents shall be null and void and any class certified
16 for settlement purposes will be vacated. In such an event, neither the Settlement Agreement,
17 the settlement documents, nor the negotiations leading to the Settlement may be used as
18 evidence for any purpose, and Defendant shall retain the right to challenge all claims and
19 allegations in the action, to assert all applicable defenses and to dispute the propriety of class
20 certification on all applicable grounds. Additionally, in such event, the Class Representative
21 shall retain all rights to proceed with litigation, including moving the Court for an order
22 certifying the proposed classes. The terminating Party shall give to the other Party (through its
23 counsel) written notice of its decision to terminate no later than ten (10) business days after
24 receiving notice that one (1) of the above enumerated events has occurred. Defendant shall be
25 responsible for paying any costs to the Administrator due and owing for any work performed
26 up to Defendant providing notice of withdrawing from the Settlement.

27 50. Class Size. The Maximum Settlement Amount, as set forth in Paragraph 18,
28 specifically contemplates a total class size of approximately one hundred seventy-one (171)

1 Class Members less and is based on this less size. The Parties agree this is a material term of the
2 Settlement. The Maximum Settlement Amount will not be increased unless there is ultimately
3 10% more than one hundred seventy-one (171) total Settlement Class Members (i.e., more than
4 seventeen (17) total Class Members), in which case the Gross Settlement Amount shall be
5 increased proportionally, for example, the settlement would increase by twenty thousand
6 (\$20,000.00) should the increase by 10%.

7 51. Termination of Settlement Agreement. If the conditions of the Settlement set
8 forth in this Settlement Agreement are not satisfied, if either Party terminates and withdraws
9 from the Settlement, or if the Court does not enter judgment consistent with this Stipulation, if
10 appellate review is sought and on such review the Court's decision is materially modified or
11 reversed if one (1) or more of the terms of the Settlement is not approved or the Settlement with
12 respect to one (1) or more such terms is materially modified or reversed, this Settlement shall
13 be canceled, terminated and shall have no force or effect. If a Final Approval Order does not
14 occur or if this Settlement is terminated, revoked or canceled pursuant to its terms, the Parties
15 to this Settlement shall be deemed to have reverted to their respective status as of the date and
16 time immediately prior to the execution of this Settlement.

17 **V. CLASS ACTION ADMINISTRATION**

18 52. Selection and Compensation of Class Action Administrator. The Parties agree
19 to jointly utilize third-party Class Action Administration currently estimated to be six thousand
20 dollars (\$6,000.00), Phoenix Class Action Administration Solutions, to give notice of and
21 communicate with Settlement Class Members regarding the Settlement. If the actual cost of
22 Class Action Administration is more or less than the amount approved by the Court, those funds
23 shall be taken from or be added to the Net Settlement Amount for allocation to Settlement Class
24 Members. All costs associated with Class Action Administration shall come out of the
25 Maximum Settlement Amount.

26 53. Establishment and Funding of the Qualified Settlement Fund ("QSF"). The
27 Qualified Settlement Fund shall be established at a federally insured bank that is acceptable to
28 Defendant and the Class Action Administrator. The Parties agree that the Qualified Settlement

1 Fund is intended to be a “Qualified Settlement Fund” under section 468B of the Code and Treas.
2 Reg. §1.468B-1, 26 CFR § 1.468B-1, et seq., and will be administered by the Class Action
3 Administrator as such. With respect to the Qualified Settlement Fund, the Class Action
4 Administrator shall: (1) open and administer a Settlement Account in such a manner as to
5 qualify and maintain the qualification of the Qualified Settlement Fund as a “Qualified
6 Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) calculate,
7 withhold, remit and report each Qualified Settlement Class Member’s share of applicable
8 payroll taxes (including, without limitation, federal, state and local income tax withholding,
9 FICA, Medicare and any state or local employment taxes) and indemnify Defendant for any
10 penalty arising out of any error or incorrect calculation and/or interest with respect to any late
11 deposit of the same; (3) calculate, notify and obtain from Defendant and remit and report
12 Defendant’s share of applicable payroll taxes (including, without limitation, federal, state and
13 local income tax withholding, FICA, Medicare and any state or local employment taxes); (4)
14 satisfy all federal, state and local income and other tax reporting, return and filing requirements
15 with respect to the Qualified Settlement Fund and any interest or other income earned by the
16 Qualified Settlement Fund; and (5) satisfy out of the Qualified Settlement Fund all (i) taxes
17 (including any estimated taxes, interest or penalties) with respect to the interest or other income
18 earned by the Qualified Settlement Fund, if any, and (ii) fees, expenses and costs incurred in
19 connection with the opening and administration of the Qualified Settlement Fund and the
20 performance of its duties and functions as described in this Agreement. The aforementioned
21 taxes, fees, costs and expenses shall be treated as and included in the costs of administering the
22 Qualified Settlement Fund and as Class Action Administration Costs, with the exception of the
23 employer’s mandated payroll taxes, which will be paid by Defendant outside of the Maximum
24 Settlement Amount. The Parties and the Class Action Administrator shall treat the Qualified
25 Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date
26 permitted as set forth in 26 CFR §1.468B-1(j)(2)(i) and such election statement shall be attached
27 to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to
28

1 cooperate with the Class Action Administrator and one another to the extent reasonably
2 necessary to carry out the provisions of this Section.

3 54. Class Action Administration After Preliminary Approval. Within fourteen (14)
4 calendar days after the Court Order granting Preliminary Approval of the Stipulation, Defendant
5 will provide to the Class Action Administrator a list that includes the following information for
6 each Class Member: (1) name, (2) last known address, (3) e-mail address (if known), (4) Social
7 Security Number and; (5) dates of employment. (“Class Data”). Class Member telephone
8 numbers will be provided if necessary and upon request by the Class Action Administrator.
9 Qualifying Workweeks will be calculated by the Class Action Administrator based on
10 information regarding the Settlement Class Member’s length of employment within the relevant
11 time period provided by Defendant. Class Data shall be used by the Class Action Administrator
12 solely for the purpose of calculating settlement shares, notifying the Settlement Class Members
13 of the Settlement and tax reporting. The names, last known address, e-mail address, Social
14 Security numbers and dates of employment for members of the Class shall not be disclosed to
15 Class Counsel, the Plaintiff, other Settlement Class Members or any other third party, including
16 agents and subcontractors, without Defendant’s prior written consent. The Class Action
17 Administrator shall run the Class Data list through the National Change of Address database
18 and will use the most recent address for each Settlement Class Member — either from
19 Defendant’s records or the National Change of Address database — when mailing the Class
20 Notice. The Class Action Administrator shall also take reasonable steps to locate any
21 Settlement Class Member whose Class Notice is returned as undeliverable.

22 55. Class Action Administration After The Opt-Out Period. Within seven (7)
23 calendar days following the close of the Opt-Out Period, the Class Action Administrator shall
24 notify Class Counsel and Defendant’s Counsel in writing of: (1) the number of timely completed
25 and properly submitted Opt-Out Forms and (2) the name(s) of the Settlement Class Member(s)
26 who submitted the Opt-Out Form(s). The Class Action Administrator will determine which
27 Settlement Class Members did not timely and properly complete an Opt-Out Form. The Class
28 Action Administrator will then calculate the amount of the payment to each member of the

1 Settlement Class Members in accordance with this Stipulation. The Class Action Administrator
2 is responsible for issuing the payments and withholding all required state and federal taxes in
3 accordance with this Settlement Agreement. The Class Action Administrator shall be
4 responsible for all W-2s, IRS Form 1099s, any other applicable tax forms, notices, mailings,
5 secondary mailings if any, claims administration and making any and all payments to Settlement
6 Class Members in accordance with this Settlement Agreement.

7 56. Inspection of Opt-Out Forms. The Class Action Administrator shall make the
8 completed Opt-Out Forms, if any, available for inspection to counsel for the respective Parties
9 prior to the Date of Final Approval of this Settlement. Any and all disputes regarding the Class
10 Action Administrator's performance of its duties shall be referred to the Court, if necessary,
11 which will have continuing jurisdiction over the terms and conditions of this Stipulation until
12 all payments and obligations contemplated by this Settlement Agreement have been fully
13 carried out. The Parties have the right to monitor and review administration of the Settlement
14 Agreement to verify that the monies allocated to the qualified Settlement Class Members are
15 distributed in a correct amount and only to those who did not submit timely and properly
16 completed and submitted Opt-Out Forms.

17 **VI. NOTICE TO THE SETTLEMENT CLASS AND THE OPT OUT PROCESS**

18 57. Class Notice. Within seven (7) calendar days of receiving the Class Data list,
19 the Class Action Administrator shall send via United States First Class Mail the Court-approved
20 Class Notice of the Class Action Settlement ("Class Notice") and the Court-approved Opt-Out
21 Form in a form substantially similar to that attached hereto as Exhibits A and B. The Class
22 Notice will include, among other information: (1) information regarding the Lawsuit; (2) the
23 impact on the rights of the Settlement Class Members if they do not opt-out; (3) information to
24 the Settlement Class Members regarding how to opt-out of the Class including an Opt-Out Form
25 in the form agreed to by Class Counsel and Defendant's Counsel and approved by the Court;
26 (4) information to the Settlement Class Members regarding how to object to the settlement; (5)
27 the particular Settlement Class Member's specific number of Qualifying Workweeks; (6) the
28 amount of Class Counsel's requested attorneys' fees and costs; (7) the amount of Plaintiff's

1 requested Service Enhancement Award; (8) the administration fees to be paid to Class Action
2 Administrator. The Class Notice and Opt-Out Form will be provided in both English and
3 Spanish.

4 58. Returned Settlement Class Member Notice. For each Settlement Class Member
5 whose Notice is returned, there will be one skip trace by the Class Action Administrator, via an
6 approved method, using a Social Security number, which shall be provided by Defendant. One
7 (1) supplemental Notice may be mailed to each Settlement Class Member whose Notice is
8 returned as undeliverable to the Class Action Administrator within five (5) business days of the
9 Class Action Administrator receiving notice that the mail was undeliverable. Settlement Class
10 Members to whom Class Notice and Opt-Out Forms are resent after having been returned
11 undeliverable to the Class Action Administrator shall have an additional fourteen (14) calendar
12 days from the date of re-mailing or until the Response Deadline has expired, whichever is later,
13 to mail the Request for Exclusion or a Notice of Objection. Any requests by the Class Action
14 Administrator for documents or information from Defendant must be responded to within a
15 reasonable amount of time by Class Counsel and counsel for Defendant. It is the intent of the
16 Parties that reasonable means be used to locate the Settlement Class Member and apprise them
17 of their rights.

18 59. Opt-Out Period. Subject to Court approval, the Settlement Class Members shall
19 have sixty (60) calendar days (referred to hereafter as the “Opt-Out Period”) from the date that
20 the Class Action Administrator mails the Notice to them to postmark the Opt-Out Form which
21 must be signed by the Settlement Class Member or his or her authorized representative and
22 returned by mail to the Class Action Administrator. Settlement Class Members to whom Class
23 Notice and Opt-Out Forms are resent after having been returned undeliverable to the Class
24 Action Administrator shall have an additional fourteen (14) calendar days from the date of re-
25 mailing or until the Opt-Out Period has expired, whichever is later, to mail the Opt-Out Form.
26 Opt-Out Forms postmarked after the close of the Opt-Out Period will not be honored. Additional
27 time may be provided to a member of the Settlement Class to complete an Opt-Out Form upon
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1 a showing of good cause as determined by the Court. All Parties and their counsel will not
2 encourage any Settlement Class Members to complete and submit an Opt-Out Form.

3 60. Deficient Opt-Out Forms. If a Settlement Class Member submits a Deficient
4 Opt-Out Form, the Class Action Administrator shall notify the Settlement Class Member of the
5 deficiency within five (5) business days of receipt. The Settlement Class Member shall have
6 until five (5) calendar days following the receipt of such notification to cure said deficiencies
7 at which point his or her Opt-Out Form will be rejected if not received.

8 61. Challenges to Settlement Class Member's Employment Data. Settlement Class
9 Members will have the opportunity during the sixty (60) day response period, should they
10 disagree with Defendant Young Horizon's records regarding their days worked during the Class
11 Period, to provide documentation and/or an explanation to show contrary days worked. In
12 calculating each individual Settlement Class Member's share of the settlement, Defendant's
13 records regarding the employment tenure of Settlement Class Members shall be presumed to be
14 correct. Settlement Class Members who challenge Defendant's records must submit a challenge
15 in writing to the Class Action Administrator and will bear the burden of proof, *i.e.*, a Settlement
16 Class Member who fails to provide written documentation supporting a different number of
17 Qualifying Work Weeks will have his or her challenge denied. Defendant will investigate the
18 challenge and determine whether any correction to the number of Qualifying Work Weeks for
19 the Settlement Class Member making the challenge should be made. In no case, will a challenge
20 to the number of Qualifying Work Weeks result in a payment by Defendant in excess of the
21 Maximum Settlement Amount. Settlement Class Members to whom Class Notice and Opt-Out
22 Forms are resent after having been returned undeliverable to the Class Action Administrator
23 shall have an additional fourteen (14) calendar days from the date of re-mailing or until the
24 Response Deadline has expired, whichever is later, to provide the Class Action Administrator
25 with any document(s) supporting his or her dispute.

26 62. Releases. As of the Effective Date, all Settlement Class Members, including
27 Plaintiff, who do not opt out of the Settlement, will be deemed to have fully, finally and forever
28 released, settled, compromised, relinquished, and discharged the Released Parties from the

1 Released Class Claims for the period of September 27, 2015 to the Preliminary Approval Date.
2 The Class Representative is also subject to the Class Representative Released Claims as defined
3 in this Settlement.

4 63. Objections to Settlement. The Settlement Class Members shall be given the
5 opportunity to object to the terms of the Stipulation and/or requests for Class Counsel's
6 attorneys' fees and costs, Plaintiff's Enhancement Payment and to participate at the final
7 fairness and approval hearing in accordance with the instructions set forth in the Notice. The
8 Notice Packet shall state that Settlement Class Members who wish to remain Class Members,
9 but desire to object to the Settlement must not submit a Request for Exclusion and must submit
10 a written statement of objection ("Notice of Objection") on or before the close of the Opt-Out
11 Period to the Class Action Administrator. The Notice of Objection must be signed by the
12 Settlement Class Member or an authorized representative and state: (1) the full name of the
13 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; and,
14 (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. The
15 Notice of Objection must be postmarked on or before the close of the Opt-Out Period and
16 returned to the Class Action Administrator at the specified address. Settlement Class Members
17 whose Notice Packet, have been re-mailed, shall have an additional fourteen (14) calendar days
18 from the re-mailing or until the Opt-Out Period has expired, whichever is later, to submit a
19 Notice of Objection." Within five (5) days of receiving a notice of objection from a Settlement
20 Class Member, the Class Action Administrator shall forward the Notice of Objection to Class
21 Counsel and Defense Counsel. The Parties will thereafter lodge the Settlement Class Member's
22 Notice of Objection with the Court. Settlement Class Members, regardless of whether or not
23 they submit a timely Notice of Objection, will have a right to appear at the Final Approval
24 Hearing, with or without an attorney, in order to have their objections heard by the Court.

25 64. Response to Objections. The Parties may file a response to any objections
26 submitted by objecting Settlement Class Members no later seven (7) calendar days before the
27 Court's Final Approval Hearing of the Settlement.

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1 **VII. QUALIFIED SETTLEMENT FUND PAYMENTS**

2 65. Defendant's Funding of the Qualified Settlement Fund. No later than seven (7)
3 days after the Court grants Final Approval of the Settlement, Defendant will cause to be
4 delivered to the Class Action Administrator the total settlement amount of two hundred
5 thousand dollars (\$200,000.00).

6 66. Within three (3) court days from entry of the order granting Final Approval of
7 the Settlement, Class Counsel will provide a copy of the order to the Class Action
8 Administrator.

9 **VIII. CIRCULAR 230 DISCLAIMER**

10 67. Each of the Parties acknowledges and agrees that: (1) no provision of this
11 Settlement Agreement and no written communication or disclosure between or among the Parties
12 or their Counsel and other advisers is or was intended to be, nor shall any such communication or
13 disclosure constitute or be construed or be, relied upon as, tax advice within the meaning of United
14 States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied
15 exclusively upon his, her, or its own independent legal and tax advisors for advice (including tax
16 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon
17 the recommendation of any other Party or any Counsel or advisor to any other Party and (c) is not
18 entitled to rely upon any communication or disclosure by any other Counsel or advisor to any
19 other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or
20 advisor to any other Party has imposed any limitation that protects the confidentiality of any such
21 attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding)
22 upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any
23 transaction contemplated by this Agreement.
24

25 **IX. MISCELLANEOUS PROVISIONS**

26 68. Drafting. The Parties hereto agree that the terms and conditions of this
27 Settlement Agreement are the result of negotiations between the Parties and that neither Party
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1 shall be considered the “drafter” of this Stipulation of Settlement for purposes of having terms
2 construed against that Party.

3 69. Class Information Confidential. The names, addresses, e-mails, and telephone
4 information, Social Security numbers, and employment periods of Settlement Class Members
5 and their estimated and actual settlement payments shall be kept strictly confidential by the
6 Class Action Administrator who will not release such information to Class Counsel and will
7 provide such information to the Court only under seal and only if so ordered by the Court. Class
8 Counsel agrees that any information or documents they receive or have received in connection
9 with this Settlement may be used for this Action only and may not be used for any purpose or
10 in any other action or proceeding.

11 70. Uncashed Settlement Checks. Any settlement checks that remain uncashed one
12 hundred and eighty (180) or more calendar days after issuance by the Class Action
13 Administrator shall be voided. The entire amount of each Settlement Class Members’ uncashed
14 settlement check(s) shall be turned over to Controller of the State of California to be held
15 pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, et seq. in
16 the names of those Settlement Class Members who did not cash their settlement checks until
17 such time they claim their property.

18 71. Cy Pres. The Parties acknowledge that California Civil Procedure Code section
19 384 and the Doctrine of *Cy Pres* are not applicable to this Settlement because the terms of this
20 Settlement Agreement expressly provide for the disposition of the entire Maximum Settlement
21 Amount whether claimed or unclaimed.

22 72. Final Compliance Status Report. Following final approval and distribution of the
23 Settlement Funds, the parties will submit a Final Compliance Status Report to the Court, in
24 which the parties shall report to the court the total amount that was actually paid to the class
25 members. After the Final Compliance Status Report is received, the court shall amend the
26 judgment to reflect checks that have been directed to the Controller of the State of California
27 and the Fee Retention may be released to class counsel.

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1 73. Cooperation. The Parties agree to cooperate fully with one another to
2 accomplish and implement the terms of this Settlement. The Parties to this Agreement shall
3 use their best efforts, including all efforts contemplated by this Agreement and any other efforts
4 that may become necessary by Court order, or otherwise, to effectuate this Settlement
5 Agreement and the terms set forth herein. The Parties agree that they will cooperate and use
6 their best efforts to promptly draft, finalize and execute the settlement documents. In addition,
7 Plaintiff understands that if this Agreement were not signed, she would have the right to
8 voluntarily assist other individuals or entities in bringing or pursuing claims against Defendant.
9 Plaintiff further understands and agrees that she waives such rights and shall not aid or assist
10 others in their pursuit (or continued pursuit) of claims against Defendant. If Plaintiff is required
11 to provide such assistance pursuant to a subpoena or court order, or Plaintiff's assistance is
12 sought by a federal, state or local governmental entity, she shall promptly give oral and written
13 notice to Defendant of any such requirements or governmental requests to secure her
14 cooperation or assistance in connection with any other present or former employee's claims
15 against Defendant, including sending a copy of any subpoena or order to Defendant's counsel
16 of record within five (5) days of its receipt by or service on Plaintiff.

17 74. No Retaliation. Defendant understands its legal obligation not to retaliate
18 against Qualified Settlement Class Members for their participation and/or election to participate
19 in the benefits to be afforded any of them by the Settlement.

20 75. Non-Disparagement. Plaintiff agrees that she will not in any way disparage the
21 name or reputation of Defendant, including: (1) she agrees not to make any derogatory or
22 negative remarks about Defendant or its divisions, parents, subsidiaries, parents' subsidiaries,
23 affiliates, shareholders, partners, limited partners and successors and (2) not to make any
24 remarks about any disputes she has had with Defendant or its divisions, parents, subsidiaries,
25 parents' subsidiaries, affiliates, shareholders, partners, limited partners and successors.
26 Additionally, Plaintiff agrees that she will not in any way disparage the name or reputation of
27 Defendant and will not to make any derogatory or negative remarks to current or former
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1 employees of Defendant. Defendant agrees to provide a neutral job reference for Plaintiff, only
2 disclosing Plaintiff's dates of employment and position held.

3 76. Extensions of Time. If either Party cannot reasonably comply with an obligation
4 under this Settlement Agreement by the deadline set forth herein applicable to that obligation,
5 that Party may apply to the Court for a reasonable extension of time to fulfill that obligation.
6 Consent to such a request for an extension will not be unreasonably withheld by the other Party
7 or the Court.

8 77. No Impact on Benefit Plans. Neither the Settlement nor any amounts paid under
9 the Settlement will modify any previously credited hours or service under any employee benefit
10 plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis
11 for additional contributions to, benefits under or any other monetary entitlement under
12 Defendant sponsored benefit plans, policies, or bonus programs. The payments made under the
13 terms of this Stipulation shall not be applied retroactively, currently or on a going forward basis
14 as salary, earnings, wages or any other form of compensation for the purposes of Defendant's
15 benefit plan, policy or bonus program. Defendant retains the right to modify the language of
16 its benefit plans, policies and bonus programs to effectuate this intent and to make clear that
17 any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours
18 of service" or any similar measuring term as defined by applicable plans, policies and bonus
19 programs for purposes of eligibility, vesting, benefit accrual or any other purpose and that
20 additional contributions or benefits are not required by this Stipulation of Settlement.

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

25 To the Plaintiff Class:
26 Kevin Mahoney, Esq.
27 kmahoney@mahoney-law.net
28 **Mahoney Law Group, APC**
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802

1 To the Defendant:
2 Roger Scott, Esq.
3 **BUCHALTER**
4 18400 Von Karman Ave., Ste. 800
5 Irvine, CA 92612

6 79. Modification. This Agreement may not be changed, altered or modified except
7 in writing signed by counsel for the Parties hereto and approved by the Court. This Agreement
8 may not be discharged except by performance in accordance with its terms or by a writing
9 signed by the Parties hereto. This Stipulation shall be binding upon and inure to the benefit of
10 the Parties hereto and their respective heirs, trustees, executors, administrators, successors and
11 assigns.

12 80. Governing Law. The rights and obligations of the parties hereunder shall be
13 construed and enforced in accordance with, and shall be governed by, the laws of the State of
14 California without regard to principles of conflict of laws.

15 81. Curing Provision Held Invalid. If any provision of this Stipulation of Settlement
16 or the application thereof is held invalid, the Parties shall meet and confer in an attempt to
17 modify the Settlement so that such invalidation shall not affect other provisions or applications
18 of this Stipulation of Settlement.

19 82. Counterparts. Because the members of the Class are numerous, the Parties agree
20 that it is impossible or impractical to have each Settlement Class Member sign this Stipulation.
21 It is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of
22 Settlement may be executed on behalf of the proposed Class by Plaintiff. This Settlement
23 Agreement shall become effective upon its execution by all of the undersigned. The Parties
24 may execute this Settlement Agreement in any number of counterparts and a facsimile signature
25 shall have the same force and effect as an original.

26 83. Authority. Each attorney signing below represents that he or she has been
27 authorized to execute this Stipulation of Settlement on behalf of the attorney's respective
28 client(s).

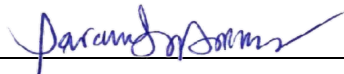
1 84. Court Jurisdiction. The Parties agree that upon the occurrence of the Effective
2 Date, this Agreement shall be enforceable by the Court and the Court shall retain jurisdiction
3 over the Parties and the Settlement Class Members to enforce the terms, conditions and
4 obligations of the Agreement. The Parties request that the Court agree to retain jurisdiction for
5 this purpose.

6 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
7 their duly authorized attorneys, as of the day and year herein set forth.

8
9 Dated: _____

MARIA ROCHA
Plaintiff

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13 Dated: 7/21/2022 _____



YOUNG HORIZONS, a California non-profit
organization
Defendant


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17 By: Sarah M. Soriano, Executive Director

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84. Court Jurisdiction. The Parties agree that upon the occurrence of the Effective Date, this Agreement shall be enforceable by the Court and the Court shall retain jurisdiction over the Parties and the Settlement Class Members to enforce the terms, conditions and obligations of the Agreement. The Parties request that the Court agree to retain jurisdiction for this purpose.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 7/20/2022

DocuSigned by:

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MARIA ROCHA
Plaintiff

Dated: _____

YOUNG HORIZONS, a California non-profit organization
Defendant

By: _____