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26 **UNITED STATES DISTRICT COURT**

27 **NORTHERN DISTRICT OF CALIFORNIA**

1 JUSTIN HIDALGO, COURTNEY  
2 BENTLEY, and GAVIN BOOMER

3 Plaintiffs,

4 v.

5 GLOBAL K9 PROTECTION GROUP,  
6 LLC

7 Defendant.

Case No. 3:20-cv-02780-VC

[The Hon. Vince Chhabria]

**STIPULATION OF CLASS  
SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFFS AND  
DEFENDANT**

Complaint Filed: April 21, 2020  
Trial Date: None

8 IT IS HEREBY STIPULATED AND AGREED by and between Defendant  
9 GLOBAL K9 PROTECTION GROUP, LLC (hereinafter referred to as “GK9” or  
10 “Defendant”) on the one hand, and Plaintiffs JUSTIN HIDALGO, COURTNEY  
11 BENTLEY, and GAVIN BOOMER (“Plaintiffs” or “Plaintiff Representatives”) on  
12 behalf of themselves and each of the other “Class Members,” as defined herein on the  
13 other hand, subject to the approval of the Court, that the settlement (the “Settlement”)  
14 of the Action (as defined herein) shall be effectuated and subject to the following  
15 terms and conditions hereof and the approval of the Court.

16 **I. SUMMARY OF SETTLEMENT TERMS**

17 Plaintiffs and Defendant are collectively referred to herein as the “Parties.”  
18 Under the terms of the Settlement, Defendant will pay the Gross Settlement Amount  
19 of Four Hundred and Twenty-Five Thousand Dollars and No Cents (\$425,000.00) in  
20 exchange for the full and final settlement and release of any and all Released Claims,  
21 as set forth herein, that were alleged in the operative Complaint and in the course of  
22 the Settlement Conference before this Court in the above-captioned Action and for  
23 the full personal releases by Plaintiffs individually of any and all known and unknown  
24 claims. This is a non-reversionary settlement. The settlement will be administered  
25 by a third-party administrator selected by Plaintiffs. Defendant conditionally agrees  
26 to stipulate, solely for the limited purpose of consummating the terms of the  
27 settlement contained in this Agreement, to have the Court certify a class of individuals  
28

1 employed by GK9 in California during the Class Period.

2 It is agreed that Plaintiff and Class Counsel will seek from the Gross Settlement  
3 Amount: (1) attorney’s fees in an amount not to exceed thirty percent (30%) of the  
4 Gross Settlement Amount, as approved by the Court; (2) litigation costs as approved  
5 by the Court; and (3) Enhancement Payments for Plaintiffs Hidalgo, Boomer, and  
6 Bentley of no more than five thousand dollars (\$5,000) each, as approved by the  
7 Court. Furthermore, the Parties have agreed that five thousand dollars (\$5,000) of the  
8 Gross Settlement Amount is to be allocated to penalties that may be owed to the  
9 California Labor and Workforce Development Agency (“LWDA”) under the  
10 California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code  
11 Section 2698, *et seq.* From the \$5,000 attributed to the PAGA Claim, 75% (\$3,750)  
12 shall be paid to the LWDA and 25% (\$1,250) shall be distributed to California Class  
13 Members. Finally, any costs associated with giving notice to the Class regarding the  
14 settlement, processing of any Objections or Request for Exclusion from the class, and  
15 remitting payment of any funds claimed pursuant to the procedures outlined herein,  
16 will be paid from the Gross Settlement Amount and shall not exceed \$40,000.  
17 Defendant will not be responsible for any funds beyond the Gross Settlement Amount,  
18 except under the conditions set forth in Section IV(J)(3), below. There is to be no  
19 reversion of any unclaimed funds to Defendant.

## 20 **II. DEFINITIONS**

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

23 1. “Action” means this lawsuit entitled *Hidalgo, et al. v. Global K9*  
24 *Protection Group, LLC*, United States District Court for the Northern District of  
25 California, Case No. 3:20-cv-02780-VC, which was filed on April 21, 2020.

26 2. “Agreement” means this Stipulation and Settlement Agreement,  
27 including any attached exhibits.

28 3. “California Class” or “California Class Member” or “California Class

1 Members” means any individual currently or formerly employed by Defendant in  
2 California as a canine handler employee during the Class Period (as defined herein)  
3 and identified in Exhibit A to this Agreement. If such person is incompetent or  
4 deceased, “California Class” or “California Class Member” or “California Class  
5 Members” means the person’s legal guardian, executor, heir, or successor in interest.

6 4. “California Released Claims” means any and all disputes and claims  
7 raised on behalf of the California Class. In order to achieve a full and complete  
8 release of Released Persons as defined below, this Settlement is intended to include  
9 in its effect any and all claims, debts, liabilities, demands, obligations, guarantees,  
10 costs, expenses, attorneys’ fees, damages or causes of action that were pled in this  
11 case for (1) claims under California Labor Code Sections 201, 201.3, 202, 203, 204,  
12 210, 218.5, 226, 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1176, 1182.12, 1194,  
13 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and Wage Order 4, or any subsection  
14 thereof; (2) claims for unpaid minimum wages and liquidated damages; (3) claims for  
15 unpaid overtime and liquidated damages; (4) claims for failure to provide accurate  
16 wage statements; (5) claims for failure to provide meal periods; (6) claims for failure  
17 to provide rest periods; (7) waiting time penalties; (8) claims for unfair business  
18 practices under the California Business & Professions Code; (9) declaratory relief;  
19 and (10) claims for penalties pursuant to the Private Attorneys General Act (Lab.  
20 Code §§ 2698, *et seq.*) for the Class Period. This release is limited in time to the Class  
21 Period covering the Class Members who worked for the Released Persons in the State  
22 of California, including Defendant’s “Site Lead” employees whose inclusion as  
23 allegedly misclassified employees was raised in Plaintiffs’ September 24, 2020  
24 Settlement Conference Statement for claims including but not limited to missed  
25 breaks, overtime, minimum wage, and uncompensated hours.

26 5. “Class” or “Class Member” or “Class Members” refers to the combined  
27 group that includes the California Class and the Collective Class. If such person is  
28 incompetent or deceased, “Class” or “Class Member” or “Class Members” means the

1 person's legal guardian, executor, heir or successor in interest.

2 6. "Class Counsel" means Monique Olivier, Katharine Chao, and Christian  
3 Schreiber of Olivier Schreiber & Chao LLP, located at 201 Filbert Street, Suite 201,  
4 San Francisco, California 94133; and Rory Quintana and Ramsey Hanafi of Quintana  
5 Hanafi, LLP, located at 870 Market Street, Suite 819, San Francisco, California  
6 94102.

7 7. "Class Counsel Costs" means the amounts to be paid after Court approval  
8 to Class Counsel for costs incurred by Class Counsel in this Action.

9 8. "Class Counsel Fees" means the amount to be paid after Court approval  
10 to Class Counsel for attorneys' fees.

11 9. "Class Notice" means a notice approved by the Court and which shall be  
12 sent by the Settlement Administrator to the Class Members. The Class Notice will  
13 contain information about this Settlement and state the amount of each Class  
14 Member's respective anticipated Settlement Payment under this Settlement based on  
15 Defendant's records and Class Counsel's analysis of Defendant's payroll records. A  
16 Class Member may dispute his or her anticipated Settlement Payment as stated in the  
17 Class Notice within thirty (30) calendar days from the original date of mailing the  
18 Class Notice or a date set by the Court. Unless a disputing Class Member submits  
19 documentary evidence in support of his or her dispute, or else Class Counsel agrees  
20 with the disputing Class Member (in whole or in part), the amount originally stated  
21 in the Notice shall be definitive. Defendant shall cooperate in the investigation of any  
22 dispute.

23 10. "Class Period" means from April 21, 2016 to February 15, 2021.

24 11. "Collective" or "Collective Member" or "Collective Members" means  
25 any individual currently or formerly employed by Defendant as a canine handler  
26 employee during the Class Period (as defined herein) who affirmatively opted to join  
27 the purported FLSA collective action under the Complaint and identified in Exhibit  
28 B attached to this Agreement. If such person is incompetent or deceased, "Collective"

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

3 12. “Collective Action Released Claims” means any and all disputes and  
4 claims alleged in the operative Complaint or arising out of the Settlement Conference  
5 in this Action that have been raised on behalf of the Collective. In order to achieve a  
6 full and complete release of Released Persons as defined below, this Settlement is  
7 intended to include in its effect any and all claims, debts, liabilities, demands,  
8 obligations, guarantees, costs, expenses, attorneys’ fees, damages or causes of action  
9 that were pled in this case based on the facts alleged in the operative Complaint under  
10 state or federal law for (1) claims under 29 U.S.C. §§ 206 and 207, or any subsection  
11 thereof; (2) claims for unpaid minimum wages and liquidated damages; and (3) claims  
12 for unpaid overtime and liquidated damages. This release is limited in time to the  
13 Class Period covering the Collective Members who worked for the Released Persons,  
14 including Defendant’s “Site Lead” employees, whose inclusion as allegedly  
15 misclassified employees was raised in Plaintiffs’ September 24, 2020 Settlement  
16 Conference Statement for claims including but not limited to missed breaks, overtime,  
17 minimum wage, and uncompensated hours.

18 13. “Complaint” means the operative First Amended Class Action and  
19 Representative Complaint for Federal and State Employment Law Violations in this  
20 Action, which was filed on July 13, 2020.

21 14. “Counsel for Defendant” or “Defense Counsel” means Richard E.  
22 Bromley and Alexandria Gilbert of Constangy, Brooks, Smith & Prophete, LLP,  
23 located at 2029 Century Park East, Suite 1100, Los Angeles, California 90067.

24 15. “Court” means the United States District Court for the Northern District  
25 of California, in which the Action is currently pending, the Honorable Vince  
26 Chhabria, presiding. “Court” shall also mean any other Court that acquires proper  
27 jurisdiction of this Action.

28 16. “Distributable Amount” means the amount that is distributable to the

1 Class, and equals the Gross Settlement Amount less Class Counsel Fees, less Class  
2 Counsel Costs, less Enhancement Payments, less PAGA Payment, and less Settlement  
3 Administration Costs, as those amounts are defined herein. Two thirds of the  
4 Distributable Amount shall be allocated to wages and reported on IRS Form W-2, one  
5 third shall be allocated to interest and penalties and reported on IRS Form 1099.

6 17. "Effective Date" means the date of entry of Judgment granting final  
7 approval of this Settlement, if no objection to the Settlement is filed, (b) the date on  
8 which the time for any appeal arising from any objection filed by a Class Member to  
9 the settlement has passed, if one or more objections to the settlement are filed, and (c)  
10 if an appeal is taken, the date on which any reviewing court issues a decision, the time  
11 for further appeal has expired, and the trial court has regained jurisdiction.

12 18. "Enhancement Payments" means the payments to the Plaintiff  
13 Representatives for their service to the Class, which is in addition to whatever  
14 payment they are otherwise entitled to as Class Members. Each Plaintiff  
15 Representative is entitled to his or her respective Enhancement Payment, as approved  
16 by the Court, and as set forth in Section IV.

17 19. "Gross Settlement Amount" means the total amount of Four Hundred and  
18 Twenty-Five Thousand Dollars and No Cents (\$425,000.00) to be paid by GK9  
19 pursuant to the terms of this Agreement. Defendant is exclusively responsible for  
20 paying the employer's share of all state and federal payroll taxes and withholding  
21 such as FICA, FUTA, UI, ETT, and SDI ("Payroll Taxes"), if any, on Settlement  
22 Payments made pursuant to this Agreement.

23 20. "Judgment" means any judgment entered by the Court pursuant to the  
24 terms set forth in this Agreement finally and fully giving effect to the settlement terms  
25 contained in this Agreement.

26 21. "Notice Period" means the thirty (30) day period after the Settlement  
27 Administrator provides the Class Notice to Class Members and during which Class  
28 Members may timely make a Request for Exclusion or Objection.

1           22. “Objection” means any written objection to this Settlement by any Class  
2 Member who does not choose to be excluded from the Class that is filed, personally  
3 or through an attorney, with the Settlement Administrator as specified in the Class  
4 Notice.

5           23. “PAGA Payment” means the five thousand (\$5,000) of the Gross  
6 Settlement allocated to settling claims for penalties under the Private Attorneys  
7 General Act (“PAGA”). Of this amount, 75% (i.e., \$3,750) shall be remitted to the  
8 LWDA and the remaining 25% (i.e., \$1,250) shall distributed to the Class as part of  
9 the Distributable Amount.

10           24. “Personal Releases” is limited to the Plaintiff Representatives and their  
11 respective Personal Releases (separately, the “Hidalgo Personal Release,” “Bentley  
12 Personal Release,” and “Boomer Personal Release”) and it means the irrevocable and  
13 unconditional release, acquittal, and discharge of the Released Persons and all persons  
14 and/or corporate entities acting by, through, under or in concert with any of them, or  
15 any of them, from any and all complaints, claims, liabilities, obligations, promises,  
16 agreements, controversies, damages, costs, losses, debts, and expenses (including  
17 attorneys’ fees and costs actually incurred), of any nature whatsoever, including but  
18 not limited to the claims made in the Complaint, claims arising from the California  
19 Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the  
20 California Fair Employment and Housing Act (Cal. Govt. Code §12900 *et seq.*); the  
21 California Labor Code, the Americans with Disabilities Act; the Age Discrimination  
22 in Employment Act (29 U.S.C. §§621-633a); PAGA; and claims of intentional  
23 infliction of emotional distress; defamation and/or libel, or any other damage to  
24 reputation claims; breach of implied contract or for claims of a breach of the covenant  
25 of good faith and fair dealing, as well as any other express or implied covenant; or  
26 any other statute or common law principle of similar effect, known or unknown,  
27 which the person giving this release now has, owns, or holds, or claims to have, own  
28 or hold, or which said person at any time heretofore had, owned, or held, or claimed



1 to have, own, or hold or which said person at any time hereinafter may have, own, or  
2 hold, or claim to have, own, or hold, against each or any of the Released Persons,  
3 arising from acts, events, or circumstances occurring on or before the date they sign  
4 this Agreement.

5 As to the foregoing claims, the Plaintiff Representatives expressly waive the  
6 benefits of California Civil Code § 1542, which provides:

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

14 25. "Plaintiff Representatives" means Plaintiffs Justin Hidalgo, Courtney  
15 Bentley, and Gavin Boomer and their respective representative(s), heir(s), assign(s),  
16 attorney(s), and/or insurer(s).

17 26. "Preliminary Approval Date" is the date the Court grants preliminary  
18 approval of this settlement.

19 27. "Preliminary Approval Order" is the order preliminarily approving the  
20 settlement contained in this Agreement.

21 28. "Released Claims" means, collectively, the California Released Claims  
22 and the Collective Action Released Claims, including all claims raised in the  
23 operative Complaint and/or through the Settlement Conference. Such claims will be  
24 released through February 15, 2021.

25 29. "Released Persons" means GK9, and its respective agents, attorneys,  
26 insurers, past, present and future divisions, affiliates, any DBAs, predecessors,  
27 successors, shareholders, officers, directors, managers, employees, trustees,  
28 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,  
parents, subsidiaries, privies, and/or any and all persons and/or corporate entities  
acting by, through, under, or in concert with any of them.

30. "Request for Exclusion" or "Opt-Out" means a written request by a Class

1 Member to be excluded from the Class.

2 31. "Settlement Administration Costs" means the fees and costs incurred or  
3 charged by the Settlement Administrator in connection with the execution of its duties  
4 under this Agreement, as approved by the Court.

5 32. "Settlement Administrator" refers to the entity that Class Counsel selects  
6 to administer this Settlement and to act as the Settlement Administrator to process the  
7 settlement under the terms of this Agreement, subject to approval by the Court.

8 33. "Settlement Payment" refers to the payment to any individual Class  
9 Member pursuant to the terms of this Agreement.

10 **III. BACKGROUND**

11 The original complaint in this Action was filed on April 21, 2020 in the United  
12 States District Court for the Northern District of California. The operative First  
13 Amended Complaint was filed on July 13, 2020. GK9 denies each and every one of  
14 the allegations asserted in the Complaint and asserts that it has no liability for the  
15 claims of the Plaintiff Representatives or the Class. The Parties previously stipulated  
16 to conditional certification of the Collective only, which the Court granted on July 24,  
17 2020. [ECF 41.] Defendant reserved its right to seek decertification of the Collective  
18 at a later date and has not previously agreed to certification of the California Class.

19 The Parties were referred to a settlement conference facilitated by this Court.  
20 This settlement conference, mediated by the Honorable Laurel Beeler, United States  
21 Magistrate Judge for the Northern District of California (the "Settlement  
22 Conference"), commenced on October 1, 2020. Judge Beeler has overseen the  
23 Parties' ongoing settlement discussions.

24 Defendant denies all liability. This Settlement reflects Defendant's considered  
25 judgment about the ongoing risks and costs of litigation in light of Defendant's  
26 business concerns. Due to the COVID-19 pandemic, and following losses in 2019  
27 and 2020, Defendant has determined to resolve this Action due to the risks of  
28 litigation and in light of its financial condition. For these reasons, Defendant has

1 agreed to settle the Action in order to eliminate any further expenses, attorneys' fees,  
2 and risks associated with the Action.

3 Class Counsel has conducted a thorough investigation into the facts of the  
4 Action, including a thorough review of relevant documents, and has diligently  
5 pursued an investigation of the claims of the Class against Defendant. Defendant also  
6 provided Class Counsel with financial records that substantiate its assertions of  
7 significant financial losses in 2019 and 2020, and the significant risk of collecting a  
8 judgment should Plaintiffs prevail. Based on its own independent investigation and  
9 evaluation, Class Counsel is of the opinion that the Gross Settlement Amount is fair,  
10 reasonable, adequate, and in the best interest of the Class in light of all known facts  
11 and circumstances, including the risk of significant delay, and Defendant's verified  
12 financial constraints due to the negative impacts of COVID-19 on its business.

13 This settlement contemplates (i) entry of an Order preliminarily approving the  
14 Settlement and approving certification of a provisional settlement class, contingent  
15 upon final approval of the Class Settlement; (ii) the provision of a Class Notice to all  
16 Class Members; (iii) the processing of any Objections and/or Requests for Exclusion  
17 by the Settlement Administrator, as well as payment of the claims after final approval  
18 of this Agreement by the Court; and (iv) entry of an Order granting final approval of  
19 the Class Settlement.

#### 20 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

##### 21 **A. Preliminary Approval of the Settlement**

22 As soon as practicable, Class Counsel will submit this Agreement to the Court  
23 for preliminary approval of the Class Settlement. Such submission will include such  
24 motions, pleadings, and evidence as may be required for the Court to determine that  
25 this Agreement is fair, adequate, and reasonable. Such submission will also include  
26 a Class Notice detailing the terms and condition of the Agreement and will also  
27 include all the necessary information for Class Members to exercise their options to  
28 be excluded from the Class or object to the terms of the Agreement related to the

1 Class.

2 **B. Class and Collective Certification for Settlement Purposes Only**

3 Defendant hereby consents, on a conditional basis solely for purposes of the  
4 settlement set forth in this Agreement, to the certification of the Class, the  
5 appointment of Class Counsel, and the approval of the Plaintiff Representatives;  
6 provided, however, that if the Settlement fails to be approved or otherwise fails to be  
7 consummated for any reason whatsoever, then the Parties retain all rights previously  
8 available to them, and any provisional certification of any class or collective, or the  
9 adoption of any procedure or any ruling made pursuant to the terms contained herein,  
10 shall be undone and the Parties restored to their pre-settlement status as if no  
11 settlement had been reached and no decisions were made pursuant to it, except as  
12 otherwise expressly provided herein. In that event, nothing in this Agreement or other  
13 papers or proceedings related to the Settlement shall be used as evidence or argument  
14 by any party concerning whether or not the Action may properly be maintained as a  
15 class or collective action.

16 **C. Cooperation**

17 The Parties agree to cooperate fully with each other to accomplish the terms  
18 and requirements of this Agreement, including but not limited to, the execution of  
19 such documents and to take such other action as may reasonably be necessary to  
20 implement the terms of this Settlement, and the production of such documents and  
21 evidence as necessary to effectuate Notice to the Class, and an accurate calculation of  
22 each Class Member's settlement amount. In particular, Class Counsel agrees to file  
23 a Motion for Preliminary Approval of the Agreement. Simultaneously with filing the  
24 Preliminary Approval Motion, Class Counsel will submit a copy of this Settlement to  
25 the LWDA in accordance with California Labor Code Section 2699(1)(2).

26 Except as otherwise provided herein, neither Plaintiffs nor Defendant nor any  
27 of their respective attorneys or agents shall encourage any Class Member to opt out  
28 of the Class or otherwise to not participate in the Settlement, or to object to the

1 Settlement contained herein. This provision in no way limits Class Counsel from  
2 communicating with the Plaintiff Representatives, nor does the provision limit Class  
3 Counsel from responding to any inquiry initiated by any Class Member.

4 **D. Notice Of Settlement To The Class**

5 Within thirty (30) days from the date of entry of the Preliminary Approval  
6 Order, the Settlement Administrator shall disseminate the Class Notice, as described  
7 in this Agreement. Defendant will provide as soon as practicable, but no later than  
8 five (5) days after the entry of the Preliminary Approval Order to the Settlement  
9 Administrator, a list containing the Class Members' names, last known addresses, last  
10 known telephone number, social security number, email addresses, and dates during  
11 which the Class Member worked for Defendant during the Class Period. Using the  
12 information contained in this list, the Settlement Administrator shall, within twenty-  
13 one (21) days of the Preliminary Approval Date of this Agreement, email the Class  
14 Notice. Class Notice shall also be published on a Settlement Website. For any Class  
15 Member who cannot be reached via email, the Settlement Administrator shall mail  
16 Class Notice via First-Class mail using the United States Postal Service to the most  
17 recent address known for each Class Member. Before mailing the Class Notice, the  
18 Settlement Administrator shall review the national change of address registry for all  
19 Class Members to determine the most up-to-date addresses of all Class Members. If  
20 any Class Notices are returned with a forwarding address, the Settlement  
21 Administrator will re-mail the Class Notice to the Class Member whose notice was  
22 returned.

23 In the event that prior to the final date for any Class Member to opt out, any  
24 Class Notice mailed to any Class Member is returned as having been undeliverable  
25 by the U.S. Postal Service, the Settlement Administrator shall, via skip-tracing, seek  
26 an address correction from such Class Member(s), and re-send a Class Notice to the  
27 new or different address within ten (10) days.

28 The Class Notice to Class Members shall notify them of the fact and nature of

1 this Settlement. The Class Notice shall also inform the Class Members that they are  
2 entitled to a Settlement Payment along with the amount of the Settlement Payment  
3 due the particular Class Member if they do not timely file a valid Request for  
4 Exclusion. Moreover, the Notice of Settlement shall outline the procedures for  
5 submitting any evidence disputing Defendant's payroll records, Requests for  
6 Exclusion, and/or Objections to the Settlement and all deadlines applicable thereto.

7 **E. Class Exclusion ("Opt-Outs") and Resolution of Disputes**

8 Any Class Member who wishes to be excluded from the Settlement outlined  
9 herein must mail to the Settlement Administrator a legibly written statement stating  
10 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE HIDALGO, ET AL. V.  
11 GLOBAL K9 PROTECTION GROUP, LLC CLASS ACTION LAWSUIT, UNITED  
12 STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF  
13 CALIFORNIA, CASE NO. 3:20-cv-02780-VC. I UNDERSTAND THAT IF I ASK  
14 TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY  
15 FROM THE SETTLEMENT OF THE CLASS CLAIMS," or a similar statement  
16 clearly indicating the California Class Member wishes to opt out of the Class, and any  
17 such statement shall include the name (and former names, if any), current address,  
18 telephone number, and last four digits of his or her social security number to confirm  
19 the Class Member's identity.

20 Any Class Member who wishes to be excluded from the Class must submit a  
21 Request for Exclusion from the Settlement to the Settlement Administrator no later  
22 than thirty (30) calendar days after the original date of the Settlement Administrator's  
23 mailing of the Class Notice (the "Notice Period"). Any Class Member who submits  
24 a valid and timely Request for Exclusion shall no longer be a member of the Class,  
25 shall be barred from participating in this Settlement, shall be barred from objecting to  
26 this Settlement, and shall receive no benefit from this Settlement nor be bound by any  
27 of the terms and conditions of the Settlement.

28 If a Class Member disputes the accuracy of Defendant's records regarding the

1 number of workweeks worked during the Class Period, then that Class Member shall  
2 provide documentation and/or an explanation during the Notice Period in support of  
3 his or her claim of a different number of workweeks worked. If there is a dispute  
4 related to the number of workweeks worked, the Settlement Administrator will  
5 consult with Class Counsel and Counsel for Defendant to determine whether an  
6 adjustment is warranted. Defendant shall cooperate in resolving any dispute. In the  
7 absence of sufficient proof to substantiate a Class Member's dispute as to the number  
8 of workweeks worked, Defendant's records and Class Counsel's calculations shall  
9 govern.

10 **F. Objections To Settlement**

11 Any Class Member may object to the Settlement. To object, the Class Member  
12 may mail a written Objection to the Settlement Administrator. Class Members must  
13 mail their Objections within the Notice Period, which must include: (1) the full name  
14 of the Class Member; (2) the dates of employment of the Class Member; (3) the last  
15 four digits of the Class Member's Social Security number; (4) the basis for the  
16 Objection; and (5) whether the Class Member intends to appear at the final approval  
17 or settlement fairness hearing. Class Counsel and Defense Counsel may, at least five  
18 (5) days (or some other number of days as the Court shall specify) before the final  
19 approval hearing, file responses to any written Objections. Alternatively, any Class  
20 Member may appear at the final approval hearing, either personally or through their  
21 own counsel and at their own expense, and state their objection to the Court.

22 If a Class Member submits to the Settlement Administrator a timely Objection  
23 and a timely Request for Exclusion, the Settlement Administrator shall contact the  
24 Class Member to determine whether the Class Member wishes to participate in the  
25 Settlement but interpose an Objection or whether the Class Member wishes to be  
26 excluded from the Settlement of the Class claims. If the Settlement Administrator  
27 cannot reach the Class Member and clarify the situation, the Request for Exclusion  
28 shall be deemed valid and operative.

1           **G. Declaration Of Compliance**

2           As soon as practicable, but no later than fifteen (15) business days following  
3 the close of the Notice Period, the Settlement Administrator shall provide Class  
4 Counsel and Counsel for Defendant with a declaration attesting to completion of the  
5 notice process set forth in Section IV(D), including an explanation of efforts to resend  
6 undeliverable Notices returned with forwarding addresses, a summary of disputed  
7 claims, and the number of Objections and Requests for Exclusion, along with any  
8 other matters relevant for the Court to consider. Said declaration shall be filed with  
9 the Court by Class Counsel along with their papers requesting final approval of the  
10 Settlement.

11           **H. Sufficient Notice**

12           Compliance with the procedures described in this Agreement (Section IV(D))  
13 shall constitute due and sufficient notice to Class Members of this Settlement and the  
14 final approval hearing shall satisfy the requirements of due process, and nothing else  
15 shall be required of the Plaintiffs, Class Counsel, Defendant, Counsel for Defendant,  
16 or the Settlement Administrator to provide additional notice of the Settlement and the  
17 final approval hearing, unless expressly ordered by the Court.

18           **I. Final Approval Hearing**

19           At the preliminary approval hearing, the Court shall set a hearing to determine  
20 whether to approve the settlement fully and finally. At the final approval hearing, the  
21 Plaintiff Representatives, Class Counsel, and Counsel for Defendant shall ask the  
22 Court to give final approval to terms and conditions contained in this Agreement.

23           **J. Formulas to Determine Payment, Distribution of Funds & Payment**  
24           **of Funds**

25           ***1. General Terms of Settlement***

26           Defendant shall pay the Gross Settlement Amount to settle this Action in  
27 accordance with the terms set forth below in Section IV(J)(4). Payment shall be  
28 tendered to the Settlement Administrator, who will place the funds into and hold them



1 in a qualified settlement fund (“QSF”) until payment to the Class and all other parties  
2 is made, pursuant to the terms of this Agreement and the Court’s Orders.

3 From the Gross Settlement Amount, Class Counsel will request an amount not  
4 to exceed thirty percent (30%) of the Gross Settlement Amount or \$127,500, as Class  
5 Counsel Fees, and up to \$40,000 as Class Counsel Costs. In addition, Class Counsel  
6 will request Enhancement Payments for Plaintiffs of \$5,000 each, for service to the  
7 Class as the Plaintiff Representatives. Under no circumstance will Defendant be  
8 required to pay more in Class Counsel Fees, Class Counsel Costs, and/or  
9 Enhancement Payments than specified in this Section. Class Counsel Fees, Class  
10 Counsel Costs, and the Enhancement Payments are subject to Court approval. The  
11 Court’s ruling on the request for Class Counsel Fees, Class Counsel Costs, and  
12 Enhancement Payments shall not affect the enforceability of this Agreement or the  
13 terms contained herein.

14 In addition, the Parties agree to designate five thousand dollars (\$5,000) of the  
15 Gross Settlement Amount as the PAGA Payment. Pursuant to California Labor Code  
16 Section 2699(i), seventy-five percent (75%) of this sum-- i.e., three thousand, seven  
17 hundred and fifty dollars (\$3,750) -- will be remitted to the LWDA with the remaining  
18 one thousand two hundred and fifty dollars (\$1,250) being allocated to the  
19 Distributable Amount and paid to California Class Members entitled to such  
20 distribution under the California Labor Code based on their employment in  
21 California.

22 Finally, the Settlement Administration Costs will be subtracted from the Gross  
23 Settlement Amount.

24 If the Court does not approve any of the awards as requested and described  
25 above, then the difference not awarded shall be added to the Distributable Amount  
26 and distributed to the Class Members.

27 The amount to be distributed to the Class, also called the “Distributable  
28 Amount,” equals the Gross Settlement Amount minus Class Counsel Fees, minus

1 Class Counsel Costs, minus Enhancement Payments, minus the 75% of the PAGA  
2 Payment paid to the LWDA, and minus Settlement Administration Costs. The Gross  
3 Settlement Amount does not include Defendant's share of payroll taxes, which will  
4 be paid in addition to the Gross Settlement Amount. No funds will revert to  
5 Defendant from the Gross Settlement Amount.

6 **2. *Formula for Determining the Value of the Claims for the Class***  
7 ***and for Each Class Member Who Makes a Valid Claim***

8 The Distributable Amount allocated to Class Members shall be based on each  
9 Class Member's pro rata share of the total workweeks worked during the Class  
10 Period, as well as their status as a Class or Collective member. Two thirds shall be  
11 allocated to wages subject to payroll taxes with the remaining one third shall be  
12 allocated to interest and subject to be reported on an IRS Form 1099. Any Settlement  
13 Payment to a Class Member for penalties shall not be deemed to be wages and thus  
14 that portion of the Settlement Payments are subject to be reported on an IRS Form  
15 1099. Each Class Member shall be responsible for any and all tax consequences that  
16 may result from the Settlement Payments pursuant to this Agreement, including the  
17 payment of any applicable tax obligations. Plaintiffs shall determine the formula used  
18 to calculate Class and Collective Members' settlement shares.

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

22 **3. *Supplementing the Gross Settlement Amount***

23 Defendant certifies that the Class Members worked approximately 5,160  
24 workweeks during the Class Period. This certification is a material term of this  
25 Agreement. If the number of class members should exceed 75 by more than ten  
26 percent (10%) or if the number of actual workweeks exceeds 5,160 by more than ten  
27 percent (10%), the Gross Settlement Amount shall be increased by the percentage  
28

1 difference between the certified amount and the actual amount during this period  
2 above the 10% threshold.

3 **4. *Payment of Gross Settlement Amount Funds***

4 Defendant shall pay the Gross Settlement Amount to the Settlement  
5 Administrator in four installments, due on or before the date of the end of each fiscal  
6 quarter (e.g., March 31, June 30, September 30, and December 31), such that the first  
7 installment will be made at the end of the first fiscal quarter in which final approval  
8 of this Settlement is granted by the Court. Nothing in this paragraph is intended to  
9 require Defendant to make two installment payments within the same fiscal  
10 quarter. The installment payments shall be in amounts set forth as follows: first  
11 installment of Fifty Thousand Dollars (\$50,000), second installment of Seventy-Five  
12 Thousand Dollars (\$75,000), third installment of One Hundred and Fifty Thousand  
13 Dollars (\$150,000), and the fourth installment of One Hundred and Fifty Thousand  
14 Dollars (\$150,000). The first installment shall reimburse Class Counsel and  
15 Settlement Administrator costs, with the remainder being distributed to the Class.  
16 The subsequent two payments shall consist of 1/3 Class Counsel fees, and 2/3  
17 Distributions to the Class. The final payment shall fully reimburse Class Counsel for  
18 fees and the remainder shall be distributed to the Class and shall pay any remaining  
19 amounts that are to be paid under this Settlement.

20 Defendant shall not unreasonably delay final approval of this Settlement. Class  
21 Counsel shall timely provide a completed IRS Form W-9 no later than five (5) days  
22 after the Effective Date and any other information needed for the Settlement  
23 Administrator to make payments. Any payment obligation by any party shall be  
24 tolled until the correct information is provided as required by any party. Settlement  
25 Administration Costs may be paid earlier if necessary to effectuate the terms of this  
26 Agreement, except that the party paying said costs shall be entitled to offset the costs  
27 from the Gross Settlement Amount. Under no circumstances shall Defendant be  
28 required to pay more than the Gross Settlement Amount. Should Defendant fail to

1 timely make any payment in full, as described above, Plaintiffs shall have the right to  
2 accelerate full payment of any balance remaining from the Gross Settlement Amount  
3 to a date thirty (30) days after providing notice of Defendant's failure to make timely  
4 payment. Failure to pay the full amount after thirty (30) days will void all Class  
5 Member releases, and no Class Member will be compelled or asked to return any  
6 Settlement Payments received up to that point.

7 **5. *Cy Pres***

8 Any unclaimed Settlement payments (whether by uncashed check or  
9 otherwise) and any residual in the QSF at the conclusion of the administration of this  
10 Settlement, shall be remitted, by the Settlement Administrator, within sixty (60) days  
11 of the final payments made, to Legal Aid at Work or another cy pres beneficiary  
12 selected by Class Counsel and approved by the Court.

13 **K. The Settlement Administrator**

14 Class Counsel will select and retain, subject to Court approval, a qualified  
15 Settlement Administrator to administer this settlement. The Settlement Administrator  
16 will administer the Settlement terms and conditions detailed herein, including but not  
17 limited to distributing the Class Notice, calculating and directing the disbursements  
18 for claims against and payments from the Distributable Amount, and handling  
19 inquiries about the calculation of individual settlement payments to the Class pursuant  
20 to the terms contained in this Agreement. The Settlement Administrator shall  
21 establish a settlement payment center address, telephone number, email address, and  
22 facsimile number to receive and timely process Class Members' inquiries about the  
23 Class Notice, Requests for Exclusion, and Objections, and process the payments to  
24 the Class under the terms of this Agreement.

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

1 transactions on behalf of the Class Members as are consistent with the terms of this  
2 Agreement.

3 **L. Time For Disbursement**

4 Within ten (10) days of the Effective Date, the Settlement Administrator shall  
5 cause to be paid the first installment disbursement of the Distributable Amount to the  
6 Class Members and all other amounts to appropriate parties, pursuant to the terms of  
7 this Agreement. Payment of said funds will be in the form of a check issued for an  
8 amount calculated using the formulas contained in this Agreement, minus any  
9 deductions required by law. Any deduction for wages that normally would apply to  
10 the Class Members is to be borne by the Class Members from the value of their claim.  
11 Any Settlement Payment checks remaining uncashed one hundred eighty (180) days  
12 after being issued shall be deemed null and void, with any unclaimed funds being  
13 redistributed to the Class on a pro-rata basis.

14 **M. Taxes**

15 **1. *Withholding and Reporting Requirements***

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

25 **2. *Payroll Taxes***

26 Employer payroll taxes required by law, including but not limited to employer  
27 FICA, FUTA, and SUTA contributions, shall not be paid from the Gross Settlement  
28 Amount. The Settlement Administrator shall calculate all employer payroll taxes

1 owed on the Sixty Six and Two Thirds Percent of the Distributable Amount allocated  
2 to wages and interest, and will report that amount to Defendant within five (5) days  
3 of the Effective Date. Defendant shall pay the amount of employer payroll taxes owed  
4 to the Settlement Administrator in addition to the Gross Settlement Amount in  
5 accordance with Section IV.J(4) above, and the Settlement Administrator shall timely  
6 pay the taxes to the appropriate tax authorities.

7 **3. No Tax Advice**

8 Each Class Member shall be responsible for any local, state, or federal taxes  
9 that may be assessed or owing with respect to the proceeds from this settlement that  
10 Class Members receive. Neither Defendant, Plaintiff, Class Counsel, nor Defense  
11 Counsel intend anything contained in this Settlement to constitute legal advice  
12 regarding the taxability of any amount paid hereunder, nor shall anything in this  
13 Settlement be relied upon as such. Class Members agree to make no claims against  
14 Defendant for any payment or non-payment of taxes or regarding or relating to the  
15 reporting of the payment described in this Agreement, if any, to any taxing authorities.

16 **N. Circular 230 Disclaimer**

17 Each party to this Agreement (for purposes of this section, the “Acknowledging  
18 Party”; and each party to this Agreement other than the Acknowledging Party, an  
19 “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and  
20 no written communication or disclosure between or among the Parties or their  
21 attorneys and other advisers, is or was intended to be, nor shall any such  
22 communication or disclosure constitute or be construed or be relied upon as, tax  
23 advice within the meaning of United States Treasury Department Circular 230 (31  
24 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively  
25 upon his, her or its own, independent legal and tax advisers for advice (including tax  
26 advice) in connection with this Agreement, (b) has not entered into this Agreement  
27 based upon the recommendation of any other party or any attorney or advisor to any  
28 other party, and (c) is not entitled rely upon any communication or disclosure by any

1 attorney or adviser to any other party to avoid any tax penalty that may be imposed  
2 on the Acknowledging Party; and (3) no attorney or adviser to any other party has  
3 imposed any limitation that protects the confidentiality of any such attorney's or  
4 adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
5 disclosure by the Acknowledging Party of the tax treatment or tax structure of any  
6 transaction, including any transaction contemplated by this Agreement.

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

8 **A. No Admission**

9 Neither the acceptance nor the performance by Defendant of the terms  
10 contained in this Agreement nor any of the related negotiations or proceedings is or  
11 shall be claimed to be, construed as, or deemed a precedent or an admission by  
12 Defendant of the truth of any allegations in the Complaint or raised in the course of  
13 the Settlement Conference.

14 **B. Non-Evidentiary Use**

15 Neither this Agreement nor any of its terms, nor any statements or conduct in  
16 the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any  
17 Class Member (including any individual who requested to be excluded from the  
18 Class), Defendant, or by its or their respective counsel in the litigation, except as its  
19 reasonably necessary to effectuate its purpose and terms. This Agreement may be  
20 used by Defendant and/or the Released Persons to prove or defend against any claim  
21 released herein by any Class Member in any judicial, quasi-judicial, administrative or  
22 governmental proceeding.

23 **C. Nullification**

24 If the Court for any reason does not approve this Settlement, this Agreement  
25 shall be considered null and void and all parties to this settlement shall stand in the  
26 same position, without prejudice, as if the settlement had been neither entered into  
27 nor filed with the Court. Invalidation of any material portion of this settlement shall  
28 invalidate this settlement in its entirety unless the Parties agree in writing that the

1 remaining provisions shall remain in full force and effect.

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

## 14 **VI. RELEASE**

15 It is the desire of the Plaintiff Representatives, Class Members, and Defendant  
16 to fully, finally, and forever settle, compromise, and discharge, to the maximum  
17 permitted by law, all disputes and claims arising from or related to this Action. Upon  
18 the final approval by the Court of this Agreement and by operation of the Agreement’s  
19 terms, and except as to such rights or claims as may be created by this Agreement, all  
20 Class Members who do not submit valid and timely written Request for Exclusion,  
21 fully release and discharge the Released Persons from all Released Claims during the  
22 Class Period.

## 23 **VII. MISCELLANEOUS PROVISIONS**

### 24 **A. Notices**

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



1           Class Counsel:

2           Monique Olivier  
3           monique@osclegal.com

4           Katharine Chao  
5           kathy@osclegal.com

6           Christian Schreiber  
7           christian@osclegal.com

8           **OLIVIER SCHREIBER & CHAO LLP**

9           201 Filbert Street, Suite 201

10          San Francisco, CA 94133

11          Telephone: (415) 484-0980

12          Facsimile: (415) 658-7758

13          Rory Quintana

14          Ramsey Hanafi

15          **QUINTANA HANAFLI, LLP**

16          870 Market Street, Suite 1115

17          Telephone: (415) 504-3121

18          Facsimile (415) 233-8770

19          info@qhplaw.com

20          Counsel for Defendant:

21          Richard E. Bromley  
22          rbromley@constangy.com

23          Alexandria Gilbert  
24          agilbert@constangy.com

25          **CONSTANGY, BOOKS, SMITH & PROPHETE, LLP**

26          2029 Century Park East, Suite 1100

27          Los Angeles, California 90067

28          Telephone: (310) 909-7775

            Facsimile: (424) 465-6630

**B.     Amendments**

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

**C.     No Inducements**

            Plaintiff and Defendant acknowledge that they are entering into this Agreement as a free and voluntary act without duress or undue pressure or influence of any kind

1 or nature whatsoever and that neither Plaintiffs nor Defendant have relied on any  
2 promises, representations or warranties regarding the subject matter hereof other than  
3 as set forth in this Agreement.

4 **D. No Prior Assignment**

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

16 **E. Plaintiff Justin Hidalgo's Personal Release**

17 As part of the Agreement, Plaintiff Representative Justin Hidalgo grants the  
18 Released Persons a Personal Release, as that term is defined in Section II(24) of this  
19 Agreement, in exchange for the consideration contained herein, subject to approval  
20 of the Hidalgo Enhancement Payment. Plaintiff Hidalgo's Personal Release includes  
21 his individual claim for failure to provide personnel records pursuant to California  
22 Labor Code Section 432 as alleged in the Complaint. Plaintiff Justin Hidalgo initials  
23 this provision to signal understanding of the terms and their significance:

24 INITIALS: \_\_\_\_\_  
25 Justin Hidalgo

26 **F. Plaintiff Courtney Bentley's Personal Release**

27 As part of the Agreement, Plaintiff Representative Courtney Bentley grants the  
28 Released Persons a Personal Release, as that term is defined in Section II(24) of this

1 Agreement, in exchange for the consideration contained herein, subject to approval  
2 of the Bentley Enhancement Payment. Plaintiff Courtney Bentley initials this  
3 provision to signal understanding of the terms and their significance:

4 INITIALS: \_\_\_\_\_  
5 Courtney Bentley

6 **G. Plaintiff Gavin Boomer's Personal Release**

7 As part of the Agreement, Plaintiff Representative Gavin Boomer grants the  
8 Released Persons a Personal Release, as that term is defined in Section II(24) of this  
9 Agreement, in exchange for the consideration contained herein, subject to approval  
10 of the Boomer Enhancement Payment. Plaintiff Gavin Boomer initials this provision  
11 to signal understanding of the terms and their significance:

12 INITIALS: \_\_\_\_\_  
13 Gavin Boomer

14 **H. Public Comment**

15 The Plaintiff Representatives and Class Counsel agree they will not make any  
16 disparaging comments about Defendant relating to this Settlement of this Action or  
17 disclose the negotiations of this settlement. The Plaintiff Representative and Class  
18 Counsel shall only disclose matters of public record, and they agree they will keep  
19 this Settlement confidential until notice of the settlement is mailed to the Class. Class  
20 Counsel will take all steps necessary to ensure the Plaintiff Representative is aware  
21 of, and will adhere to, the restrictions against any public disclosure of this settlement.

22 **I. Entire Agreement**

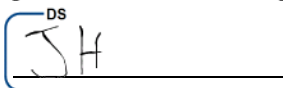
23 This Agreement contains the entire agreement between the Parties relating to  
24 the settlement and transaction contemplated hereby, and all prior or contemporaneous  
25 agreements, understandings, representations, and statements, whether oral or written  
26 and whether by a party or such party's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

28 ///

1 the date in which the Court approves the settlement outlined in this Agreement as  
2 final, such a claim will be deemed covered and released by the individual Class  
3 Member making the claim, except to the extent that such Class Member has timely  
4 exercised the right to be excluded from the settlement under the terms set forth in this  
5 Agreement. Any Class Member covered by this Agreement will be barred from  
6 proceeding with any such claim.


7 **E. Plaintiff Justin Hidalgo's Personal Release**

8 As part of the Agreement, Plaintiff Representative Justin Hidalgo grants the  
9 Released Persons a Personal Release, as that term is defined in Section II(24) of this  
10 Agreement, in exchange for the consideration contained herein, subject to approval  
11 of the Hidalgo Enhancement Payment. Plaintiff Hidalgo's Personal Release includes  
12 his individual claim for failure to provide personnel records pursuant to California  
13 Labor Code Section 432 as alleged in the Complaint. Plaintiff Justin Hidalgo initials  
14 this provision to signal understanding of the terms and their significance:

15 INITIALS:   
16 Justin Hidalgo

17 **F. Plaintiff Courtney Bentley's Personal Release**

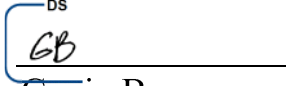
18 As part of the Agreement, Plaintiff Representative Courtney Bentley grants the  
19 Released Persons a Personal Release, as that term is defined in Section II(24) of this  
20 Agreement, in exchange for the consideration contained herein, subject to approval  
21 of the Bentley Enhancement Payment. Plaintiff Courtney Bentley initials this  
22 provision to signal understanding of the terms and their significance:

23 INITIALS:   
24 Courtney Bentley

25 **G. Plaintiff Gavin Boomer's Personal Release**

26 As part of the Agreement, Plaintiff Representative Gavin Boomer grants the  
27 Released Persons a Personal Release, as that term is defined in Section II(24) of this  
28 Agreement, in exchange for the consideration contained herein, subject to approval

1 of the Boomer Enhancement Payment. Plaintiff Gavin Boomer initials this provision  
2 to signal understanding of the terms and their significance:

3 INITIALS:   
4 Gavin Boomer

5 **H. Public Comment**

6 The Plaintiff Representatives and Class Counsel agree they will not make any  
7 disparaging comments about Defendant relating to this Settlement of this Action or  
8 disclose the negotiations of this settlement. The Plaintiff Representative and Class  
9 Counsel shall only disclose matters of public record, and they agree they will keep  
10 this Settlement confidential until notice of the settlement is mailed to the Class. Class  
11 Counsel will take all steps necessary to ensure the Plaintiff Representative is aware  
12 of, and will adhere to, the restrictions against any public disclosure of this settlement.

13 **I. Entire Agreement**

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

19 ///

20 **J. Enforcement**

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

27 **K. Representation By Counsel**

28 The Parties acknowledge that they have been represented by counsel

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

5 **L. Waiver**

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

10 **M. Counterparts**

11 This Agreement, and any amendments hereto, may be executed in any number  
12 of counterparts, each of which when executed and delivered shall be deemed to be an  
13 original and all of which taken together shall constitute but one and the same

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19 ///

20 instrument. This Agreement will become effective on the date when the last person  
21 signs and dates it.

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

24 **PLAINTIFF REPRESENTATIVES**

25  
26 Date: February 4, 2021

27 DocuSigned by:  
  
JUSTIN HIDALGO  
02/08/2021 04:45:11

28 Personally and as proposed Plaintiff Representative

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Date: February 4, 2021

DocuSigned by:  
Courtney Bentley  
COURTNEY BENTLEY  
Personally and as proposed Plaintiff Representative

Date: February 6, 2021

DocuSigned by:  
Gavin Boomer  
GAVIN BOOMER  
Personally and as proposed Plaintiff Representative

**GLOBAL K9 PROTECTION GROUP, LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
ERIC HARE  
CEO, Global K9 Protection  
Group, LLC

APPROVED AS TO FORM:

**OLIVIER SCHREIBER & CHAO LLP  
QUINTANA HANAFI, LLP**

Date: February 10, 2021

Christian Schreiber  
Christian Schreiber  
Counsel for Plaintiffs and the Proposed Class,  
Collective, and Aggrieved Employees

**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**

Date: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. BROMLEY  
Counsel for Defendant  
Global K9 Protection Group, LLC

1 instrument. This Agreement will become effective on the date when the last person  
2 signs and dates it.

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

5 **PLAINTIFF REPRESENTATIVES**

6  
7 Date: \_\_\_\_\_

8 \_\_\_\_\_  
9 JUSTIN HIDALGO  
10 Personally and as proposed Plaintiff Representative

11 Date: \_\_\_\_\_

12 \_\_\_\_\_  
13 COURTNEY BENTLEY  
14 Personally and as proposed Plaintiff Representative

15 Date: \_\_\_\_\_

16 \_\_\_\_\_  
17 GAVIN BOOMER  
18 Personally and as proposed Plaintiff Representative

19 **GLOBAL K9 PROTECTION GROUP, LLC**

20 Date: 9 February 2021

21   
22 ERIC HARE  
23 CEO, Global K9 Protection  
24 Group, LLC

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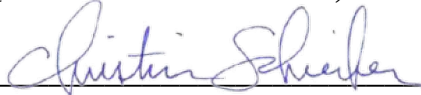
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1 APPROVED AS TO FORM:

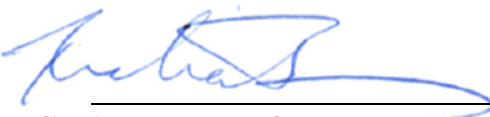
2 **OLIVIER SCHREIBER & CHAO LLP**  
3 **QUINTANA HANAFI, LLP**

4 Date: February 10, 2021

5   
6 Christian Schreiber  
7 Counsel for Plaintiffs and the Proposed Class,  
8 Collective, and Aggrieved Employees

9 **CONSTANGY, BROOKS, SMITH &**  
10 **PROPHETE, LLP**

11 Date: February 10, 2021

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