

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 David Keledjian (SBN 309135)
david@setarehlaw.com
3 David Arakelyan (SBN 337076)
arakelyan@setarehlaw.com
4 SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
5 Beverly Hills, California 90212
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff
CASEDRIA PARKER

8 Rod M. Fliegel (SBN 168289)
rfliegel@littler.com
9 Angela J. Rafoth (SBN 241966)
arafoth@littler.com
10 Garrick Y. Chan (SBN 315739)
gchan@littler.com
11 LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
12 San Francisco, CA 94104
13 Telephone: 415.433.1940
Fax No.: 415.399.8490

14 Attorneys for Defendants
15 THE SALVATION ARMY and THE SALVATION
ARMY EL SOBRANTE RESIDENCES, INC.
16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF SAN MATEO
19 UNLIMITED JURISDICTION

20 CASEDRIA PARKER, on behalf of herself,
21 all others similarly situated,

22 *Plaintiff,*

23 vs.

24 THE SALVATION ARMY, a California
corporation; SALVATION ARMY OF THE
25 UNITED STATES, a New York corporation;
26 THE SALVATION ARMY EL SOBRANTE
RESIDENCES, INC., a California
27 corporation; and DOES 1 through 50,
inclusive,

28 *Defendants.*

Case No. 20-CIV-04787

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Assigned for All Purposes to the
Honorable Nancy L. Fineman, Department 4

Complaint filed: November 2, 2020

1 IT IS HEREBY STIPULATED, by and between Plaintiff CASEDRIA PARKER
2 (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and
3 Defendants THE SALVATION ARMY and THE SALVATION ARMY EL SOBRANTE
4 RESIDENCES, INC. (“Defendants”), on the other hand, and subject to the approval of the Court, that
5 the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this
6 Agreement of Class Action Settlement (“Settlement,” “Settlement Agreement” or “Agreement”) and
7 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set
8 forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Agreement. Plaintiff and Defendants are collectively referred to as the
10 “Parties.”

11 DEFINITIONS

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

14 1. “Action” means the putative class action entitled *Casedria Parker v. The Salvation*
15 *Army, et al.*, pending in the California Superior Court for the County of San Mateo, Case No. 20-
16 CIV-04787.

17 2. “Plaintiff’s Counsel” means Shaun Setareh, David Keledjian, and David Arakelyan of
18 the Setareh Law Group.

19 3. “Class Counsel” means Shaun Setareh, David Keledjian, and David Arakelyan of the
20 Setareh Law Group.

21 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation
22 and resolution of this Action, which shall be calculated as one-third (1/3) of the product of the total
23 number of Class Members and \$50. Defendants estimate the number of Settlement Class Members to
24 be 19,550, which would result in a maximum fee award of \$325,833 (19,550 x \$50 x 1/3). The actual
25 amount of fees requested or awarded may be lower if the total Settlement Class Members is less than
26 19,550. Class Counsel Award may also include a court-approved award of reasonably incurred
27 litigation costs. Defendants agree not to oppose a request for an award of attorneys’ fees and costs
28 consistent with this paragraph.

1 5. “Class Information” means information regarding Settlement Class Members that
2 Defendants, through its Defense Counsel, shall in good faith compile from available records and shall
3 be authorized by the Court to transmit in a secured manner to the Settlement Administrator only. Class
4 Information shall be transmitted in electronic form, readily usable, and shall include: each Settlement
5 Class Member’s full name; Social Security number; and residential and email address, where
6 available.

7 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
8 attached as **Exhibit 1A**, which shall be subject to court approval and which the Settlement
9 Administrator shall initially email, when available, with a follow up notice provided by postcard via
10 regular U.S. First-Class Mail (**Exhibit 1B**), to explain the terms of this Agreement and the Settlement,
11 to include the timing and manner in which to request exclusion from the Settlement, to object to the
12 Settlement, to dispute the information upon which their Individual Settlement Award will be
13 calculated, and will inform the Settlement Class of the date, place, and time of the Final Approval
14 Hearing.

15 7. “Class Representative Service Award” means the amount that the Court authorizes to
16 be paid to Plaintiff, up to a maximum of \$5,000, in recognition of Plaintiff’s efforts and risks in
17 assisting with the prosecution of the Action and in exchange for executing a general release.

18 8. “Defendants” means Defendants The Salvation Army and The Salvation Army El
19 Sobrante Residences, Inc., both California corporations.

20 9. “Defense Counsel” means Rod M. Fliegel from Littler Mendelson, P.C.

21 10. “Effective Date” of the Settlement means the latest date of occurrence of any of the
22 following:

23 a. the Court has entered both a Final Approval Order approving this Settlement
24 and the Final Judgment;

25 b. sixty-one (61) calendar days after the Parties receive Notice of Entry of the
26 Final Approval Order and Final Judgment, and the period of appeal has expired if no appeal, review
27 or writ is sought from Final Approval or the Judgment; or,
28

1 c. if an appeal, review or writ is sought from Final Approval or Judgment, thirty-
2 one (31) calendar days after the petition has been denied or dismissed, or, if granted, Final Approval
3 and final judgment is affirmed in a form substantially identical to the form of the Final Approval Order
4 entered by the Court with no possibility of subsequent appeal or other judicial review therefrom, or
5 the date the appeal or other judicial review therefrom are fully dismissed with no possibility of
6 subsequent appeal, writ or other judicial review.

7 11. "Settlement Class" consists of all persons who had background checks performed in
8 connection with an application for employment with Defendant The Salvation Army between
9 November 2, 2018 and May 17, 2021, but excludes those persons who signed a Mutual Arbitration
10 Agreement with The Salvation Army. Defendants estimate the proposed settlement class includes
11 approximately 19,550 individuals.

12 12. "Settlement Class Members" means all persons who had background checks performed
13 in connection with an application for employment with Defendant The Salvation Army between
14 November 2, 2018 and May 17, 2021, but excludes those persons who signed a Mutual Arbitration
15 Agreement with The Salvation Army.

16 13. "Final Approval" means a date after the Preliminary Approval Order on which the
17 Court enters an order granting final approval of this class action settlement and enters judgment in
18 accordance with this Agreement.

19 14. "Final Approval Hearing" means the hearing to be conducted by the Court after the
20 filing by Plaintiff of an appropriate motion for approval of the Settlement, following the appropriate
21 notice to Settlement Class Members giving Settlement Class Members an opportunity to object to the
22 Settlement, at which time Plaintiff shall request that the Court finally approve the fairness,
23 reasonableness and adequacy of the terms and conditions of the Settlement, enter the Final Order and
24 Judgment, and take other appropriate action.

25 15. "Final Order and Judgment" means the order and judgment to be entered by the Court
26 at the time of the Final Approval Hearing upon granting final approval of the Settlement and this
27 Agreement as binding upon the Parties and Settlement Class Members.
28

1 16. “Individual Coupon” means the voucher, code, or other uniquely identifiable indicator
2 that each Verified Settlement Class member will receive entitling them to redeem to purchase goods
3 up to a maximum amount of \$95 at a Salvation Army thrift store in California, Oregon, Washington,
4 Alaska, Hawaii, Idaho, Montana, Wyoming, Utah, Colorado, New Mexico, Nevada, or Arizona.
5 Individual Coupons are subject to the following terms and conditions: (a) a Settlement Class Member
6 need not be required to spend any cash to redeem an Individual Coupon; (b) Individual Coupons are
7 not transferrable but have no expiration date; (c) multiple Individual Coupons may not be combined
8 or stacked to purchase merchandise in a single transaction; (d) Individual Coupons may not be
9 combined with other offers, except that Individual Coupons may be used on any merchandise offered
10 to the general public on promotion or at a discount; (e) Individual Coupons have no cash or other
11 independent monetary value; (f) no minimum or maximum purchase amount is required to use
12 Individual Coupon, but no cash back will be provided if an Individual Coupon is used to complete a
13 transaction valued at less than the \$95 Individual Coupon amount; and (g) Individual Coupons may
14 not be used towards the purchase of any single item priced at \$100 or more.

15 17. “Notice of Objection” means a Settlement Class Member’s written objection to the
16 Settlement.

17 18. “Notice Packet” means the Court-approved Class Notice attached as **Exhibit 1** and pre-
18 printed return envelope to be e-mailed and mailed via regular First-Class U.S. Mail to all members of
19 the Class.

20 19. “Parties” means Plaintiff and Defendants.

21 20. “Participating Settlement Class Members” means all Settlement Class Members who
22 do not submit a valid and timely request for exclusion on or before the Response Deadline and who
23 shall be bound by all terms of the Settlement, if the Settlement is approved by the Court.

24 21. “Plaintiff” means the named Plaintiff, Casedria Parker.

25 22. “Preliminary Approval Order” means the order to be issued by the Court preliminarily
26 approving the Settlement, the Class Notice, and authorizing the sending of the Notice Packet via e-
27 mail and U.S. First-Class Mail by the Settlement Administrator, appointing Plaintiff as the Class
28 Representative, Plaintiff’s Counsel as Class Counsel, and American Legal Claims Services as the

1 Settlement Administrator, and setting the date of the Final Approval Hearing. Class Counsel shall
2 provide Defense Counsel with a reasonable opportunity to review, and provide comments on, the
3 Motion for Preliminary Approval of the Settlement at least seven (7) calendar days before the Motion
4 for Preliminary Approval of the Settlement and supporting papers are filed with the Court.

5 23. “Released Claims” shall have the meaning set forth in Paragraph 45(a) and its subparts,
6 below.

7 24. “Released Parties” refers to each of the Defendants, named Defendant Salvation Army
8 of the United States,¹ all their affiliated entities, and their past, present, and future parent companies,
9 holding companies, limited liability companies, affiliates, subsidiaries, divisions, predecessors,
10 successors, partners, owners, joint ventures, affiliated organizations, shareholders, insurers, reinsurers
11 and assigns, and each of its/their past, present and future officers, directors, members, managers,
12 trustees, subcontractors, customers, agents, employees, attorneys, contractors, representatives, plan
13 fiduciaries and/or administrators, benefits plans sponsored or administered by Defendants or affiliated
14 entities, or divisions, units, branches, and any other persons or entities acting by, through, under or in
15 concert with them.

16 25. “Settlement Class Members’ Released Claims” means and includes all manner of
17 action, causes of action, claims, demands, rights, suits, obligations, restitution, debts, contracts,
18 agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’
19 fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which
20 Plaintiff and Settlement Class Members have or may have against the Released Parties arising out of
21 or relating to any allegations made in the Action, any legal theories that could have been raised based
22 on the allegations in the Action, and all claims of any kind relating in any way to, or arising out of,
23 background checks and/or consumer reports of any kind presented in the Action based on the facts
24 alleged in the Complaint, including but not limited to claims under the Fair Credit Reporting Act
25 (“FCRA”) (15 U.S.C. §§ 1681 *et seq.*), California Consumer Credit Reporting Agencies Act (Cal. Civil
26

27 ¹ Defendant The Salvation Army of the United States was named in the Action but has not entered an appearance. That
28 entity is a vestigial entity that is a remnant without employees or identifiable corporate assets or current operations of any
kind. It is in the process of administrative dissolution by the State of New York.

1 Code §§ 1785 *et seq.*), California Investigative Consumer Reporting Agencies Act (Cal. Civil Code
2 §§ 1786 *et seq.*), “Settlement Class Members’ Released Claims” includes claims for actual, statutory,
3 liquidated, treble, punitive or any other form of damages, relief and penalties, as well as for attorneys’
4 fees and costs arising out of the facts alleged in the Action. “Settlement Class Members’ Released
5 Claims” shall be construed as broadly as possible to affect complete finality over this Action.

6 26. “Response Deadline” means the date sixty (60) calendar days after the Settlement
7 Administrator mails the Notice Packets or postcards to Settlement Class Members and the last date on
8 which Settlement Class Members may postmark an objection to or opt out of the Settlement. To the
9 extent any mailed Notice Packet or postcard is returned as undeliverable, such person shall be
10 permitted at least forty-five (45) calendar days from any re-mailing of the Notice Packet or postcard
11 to submit their objection or request to opt out, but in no event later than thirty (30) calendar days after
12 the close of the Response Deadline.

13 27. “Settlement Administrator” shall mean American Legal Claim Services LLC or such
14 other administrator selected by Defendants, subject to court approval, that maintains adequate
15 measures to safeguard the security of class data.

16 28. “Settlement Administration Costs” means the reasonable costs and fees of
17 administration of the Settlement, up to a maximum of \$50,000, to be paid Defendants, including but
18 not limited to: (i) emailing the Notice Packets to Settlement Class Members; (ii) printing and mailing
19 and re-mailing (if necessary) of Notice Packets to Settlement Class Members; (iii) establishing a URL
20 to a website, maintained by the Settlement Administrator, that has links to the long-form Class Notice,
21 the postcard notice, the motions for preliminary and final settlement approval, the motion for
22 attorneys’ fees and costs, and other information and documents filed in Court related to the Settlement;
23 (iv) hosting a static “IVR” toll-free line to provide Settlement Class Members answers to frequently
24 asked questions as approved by counsel for all Parties; (v) establishing a post office box for the return
25 of Settlement Class Member communications; (vi) preparing and submitting to Settlement Class
26 Members and government entities all appropriate tax filings and forms; (vii) distributing Individual
27 Coupons, the Class Representative Service Award, and the Class Counsel Award; (viii) processing
28 requests for exclusion and Notices of Objection; (ix) establishing a Qualified Settlement Fund, as

1 defined by the Internal Revenue Code; and (x) issuing all required tax forms (*e.g.*, 1099s) and
2 providing all required tax reporting not already covered in subpart (vi), *supra*. The Settlement
3 Administration Costs shall not exceed the amount estimated by the Settlement Administrator and
4 approved by the Court to administrate the Settlement of the class.

5 29. “Verified Settlement Class Member” means a Participating Settlement Class Member
6 who has verified their identity using their name and last-four numbers of their SSN using the website
7 maintained for this purpose by the Settlement Administrator.

8 **RECITALS**

9 30. The Parties. Defendant The Salvation Army (“TSA”) is the Western Territory of The
10 Salvation Army, an international church. TSA was incorporated in California in 1914 as a nonprofit
11 religious corporation as the instrumentality for ministering and conducting business in 13 of the
12 western U.S. states as well as the Pacific Islands. Defendant The Salvation Army El Sobrante
13 Residences, Inc. is an entity related to Defendant TSA established to facilitate ownership and
14 management of specific facilities, but which does not have employees or administer employment
15 application procedures. Plaintiff Casedria Parker worked for TSA as a seasonal Christmas Kettle
16 Worker briefly in December 2018. In connection with her application for employment, TSA
17 completed a pre-employment background check on Plaintiff through its then-administrator, Sterling.

18 31. Procedural History. On November 2, 2020, Plaintiff filed the Action, a Class Action
19 Complaint in the California Superior Court for the County of San Mateo, Case No. 20-CIV-04787.
20 Defendants removed the Action to federal court in San Francisco. Plaintiff sought and was granted
21 remand of the Action to the Superior Court on the grounds that she lacked Article III standing to bring
22 her claims in federal court. The claims in the Action are asserted on behalf of an alleged class of all
23 applicants subject to such background screening by TSA during the period going back to November
24 2, 2015.

25 32. The Action contends that: “Defendant did not provide legally compliant disclosure and
26 authorization forms to Plaintiff and the putative class as they contained extraneous and superfluous
27 language. Additionally, the inclusion of the extraneous provisions causes the disclosure to fail to be
28 ‘clear and conspicuous’ and ‘clear and accurate,’ and thus violates Sections 1681b(b)(2)(A) and

1 1681d(a).” Plaintiff further alleges that Defendant did not provide the disclosure and authorization
2 forms properly or include a summary of rights and the law under the FCRA. Plaintiff therefore alleges
3 two causes of action for (1) Failure to Provide Proper Disclosure in Violation of the FCRA, 15 U.S.C.
4 § 1681b(b)(2)(A), and (2) Failure to Give Proper Summary of Rights in Violation of the FCRA, 15
5 U.S.C. § 1681d(a)(1).

6 33. Settlement Negotiations. On April 13, 2022, the Parties participated in a private
7 mediation session with mediator Rodney Max, who is well regarded and experienced in mediating
8 class actions, and specifically class actions involving FCRA and related claims. The Parties did not
9 reach agreement for a proposed resolution during the mediation, but, following the mediation, the
10 Parties continued to engage in informal settlement discussions, ultimately reaching an agreement on
11 terms to resolve the Action, subject to court approval. The Parties executed a memorandum of
12 understanding setting out the material terms of the settlement to be proposed to the Court, which shall
13 be fully superseded by this Stipulation of Settlement upon execution.

14 34. Benefits of Settlement to Plaintiff and the Settlement Class Members. Plaintiff and
15 Class Counsel recognize the expense and length of continued proceedings necessary to litigate
16 Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also has
17 taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties
18 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
19 proof necessary to establish liability for the claims asserted in the Action, both generally and in
20 response to Defendants’ defenses thereto, the difficulties in obtaining class certification, and the
21 difficulties in establishing damages, penalties, restitution, and other relief sought in the Action.
22 Plaintiff and Class Counsel also have taken into account Defendants’ agreement to enter into a
23 settlement that confers substantial benefits upon the Settlement Class Members, primarily in the form
24 of coupon benefits to redeem for merchandise at thrift store locations. In agreeing to this form and
25 amount of Settlement, Plaintiff and Class Counsel considered and were influenced by the long-
26 established and well-known mission and activities of Defendants and their affiliated organization to
27 provide direct assistance to the poor, the non-profit religious nature of the organization, and
28 Defendants’ dependence on public funds and private donations to fund its operations, including all

1 cash costs of this litigation and settlement. Based on the foregoing, Plaintiff and Class Counsel have
2 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in
3 the best interests of all Settlement Class Members.

4 35. Defendants' Reasons for Settlement. Defendants recognize that any further defense of
5 the Action would be protracted and expensive for all Parties. Substantial amounts of Defendants'
6 time, energy, and resources have been, and unless this Settlement is completed, shall continue to be,
7 devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account the
8 risks of further litigation in reaching its decision to enter into this Settlement. As a non-profit
9 charitable and religious organization, Defendants operate with very limited administrative resources
10 and make decisions, including resource allocation and settlement, in the interest of preserving and
11 maximizing their ability to provide direct benefits to the recipients of their basic, life-sustaining
12 services, including food, housing, employment, substance-recovery, and other programs. Defendants
13 have agreed to settle in the manner and upon the terms set forth in this Agreement and to put to rest
14 the claims alleged in this Action. Nothing contained in this Agreement, no documents referred to
15 herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by
16 or against Defendants as to the merits of the claims asserted in the Action or of any purported "notice"
17 to Defendants of any supposed deficiencies. Defendants contend they have complied with all
18 applicable state, federal, and local laws at all times material to the Action.

19 36. The Parties stipulate to the conditional certification of the Settlement Class for purposes
20 of this Settlement only. This Agreement is contingent upon the Preliminary Approval Order, Final
21 Order and Judgment, and certification of the Settlement Class by the Court for purposes of this
22 Settlement. Should this Settlement not become final, for whatever reason, the Parties' stipulation to
23 class certification as part of this Settlement shall become null and void *ab initio*, and the fact that the
24 Parties were willing to stipulate provisionally to class certification as part of this Settlement shall have
25 no bearing on, and shall not be admissible in connection with, the issue of whether a class should be
26 certified in a non-settlement context in the Action, and shall not be admissible for any purpose in any
27 action. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind
28 that any class should be certified in the Action or in any other action or proceeding.

1 37. Defendants expressly reserve the right and declare that Defendants intend to oppose
2 class certification vigorously should this Settlement not result in a Final Order and Judgment by the
3 Court, or be modified or reversed on appeal or otherwise not become final. If for any reason this
4 Agreement does not become effective, Defendants reserve the right to contest certification of any class
5 for any reason. Defendants do not concede the merits of Plaintiff's contentions regarding the
6 suitability of the litigation for class certification under the California Code of Civil Procedure, but
7 have agreed to resolve the litigation through this Settlement in recognition of the expense and risk of
8 continuing with the litigation and in the belief that the Settlement is fair, adequate, and reasonable.
9 Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if, for
10 any reason, the Settlement Agreement does not become final, the conditional class certification will
11 be vacated, Plaintiff and Defendants will retain all rights to support or oppose certification for the
12 purposes of litigation, and any certification arising from the Court's Final Approval Hearing of this
13 Settlement may not be used by Plaintiff or Defendants in support of any argument for or against
14 certification of any class. Plaintiff will not be deemed to have waived, limited or affected in any way
15 any claims, rights or remedies in the Action, and Defendants will not be deemed to have waived,
16 limited, or affected in any way any of its claims, rights, remedies, objections or defenses in the Action,
17 including but not limited to contesting the Court's subject matter jurisdiction over any individual that
18 entered into an arbitration with any of the Defendants. Neither the provisional certification nor, if
19 ultimately approved, the certification of the Settlement Class to consummate this Settlement shall
20 constitute a determination by the Court that a plaintiff class should be certified for purposes of trial or
21 for any other purpose in any action. Thus, if any appeal is successful, the Court's certification of the
22 class for settlement purposes shall be deemed void *nunc pro tunc*.

23 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

24 **TERMS OF SETTLEMENT**

25 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
26 forth herein, the Parties agree, subject to the Court's approval, as follows:

27 38. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
28 Members, subject to the terms and conditions hereof and the Court's approval.

1 39. Settlement Amount. Subject to the terms and conditions of this Agreement, and in
2 consideration for the release of claims provided for herein, Defendants will issue an Individual Coupon
3 to each Verified Settlement Class member in the amount of \$95, for a total estimated benefit amount
4 of \$1,875,250 (19,550 Settlement Class Members x \$95). In addition to the Individual Coupons,
5 Defendants will provide the following cash payments (“Cash Settlement Amount”) in connection with
6 this Settlement, and as defined in this Stipulation and approved by the Court: (1) Class Counsel
7 Award, (2) Settlement Administration Costs, and (3) Class Representative Service Award. No matter
8 the circumstances, Defendants shall not be obligated to pay any amounts in addition to or in excess of,
9 these specific amounts provided for herein. Defendants reserve the right to void any settlement
10 agreement where any court orders payment in addition to or in excess of the Cash Settlement Amount,
11 or otherwise enters any order that would or could require Defendants to do so. Defendants further
12 have the right to void settlement if two percent (2%) or more of the Settlement Class timely opts out.
13 Each Settlement Class Member, Plaintiff, and Class Counsel, shall be responsible for paying any taxes
14 due on the benefits received under this Settlement, respectively.

15 40. Payments from the Settlement Amount. Subject to the terms and conditions of this
16 Agreement, the Settlement Administrator will make the following payments from the Cash Settlement
17 Amount deposited by Defendants within (20) calendar days after the Effective Date of the Settlement
18 in the amounts approved by the Court as follows:

19 a. Class Representative Service Award. Subject to court approval and Plaintiff’s
20 general release of claims herein., Plaintiff shall be paid a Class Representative Service Award not to
21 exceed Five Thousand Dollars and No Cents (5,000.00), or any lesser amount as awarded by the Court,
22 for her time and effort in bringing and presenting the Action, and her risks undertaken for the payment
23 of costs in the event of loss. Defendants shall not oppose or object to Plaintiff’s request for a Class
24 Representative Service Award in an amount not to exceed this amount. The Class Representative
25 Service Award shall be paid to Plaintiff no later than fourteen (14) calendar days after Defendants
26 provide the Settlement Administrator with the Cash Settlement Amount. The Settlement
27 Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award.
28 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class

1 Representative Service Award. Plaintiff with also receive an Individual Coupon as a member of the
2 Participating Settlement Class. The Court-approved Class Representative Service Award shall be paid
3 solely from the Cash Settlement Amount.

4 b. Class Counsel Award. Subject to court approval, Class Counsel shall be
5 entitled to receive reasonable attorneys' fees in an amount calculated as one-third (1/3) of the product
6 of the total number of Settlement Class Members and \$50. Defendants estimate in good faith that the
7 number of Settlement Class Members is 19,550, which would result in a fee award of up to \$325,833
8 (19,550 x \$50 x 1/3). The actual amount of fees requested or awarded may be lower if the total
9 Settlement Class Members is less than 19,550. In addition, subject to court approval, Class Counsel
10 shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the
11 Action, which are properly documented in Class Counsel's billing statements, in an amount not to
12 exceed Eighteen Thousand Dollars (\$18,000.00). Class Counsel shall provide the Settlement
13 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
14 Administrator to process the Class Counsel Award approved by the Court. Defendants shall not
15 oppose or object to Plaintiff's request for an award of attorneys' fees or litigation costs in the amounts
16 referenced above. This is not, and shall not, be construed as a "clear sailing" provision. Class Counsel
17 shall be paid any court-awarded attorneys' fees and costs no later than fourteen (14) calendar days
18 after Defendants provide the Settlement Administrator with the Cash Settlement Amount. Class
19 Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award.
20 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
21 Award. The court-approved Class Counsel Award shall be paid solely from the Cash Settlement
22 Amount.

23 c. Settlement Administration Costs. The settlement administration fees and
24 expenses, which are estimated not to exceed Fifty Thousand Dollars (\$50,000.00), shall be paid from
25 the Cash Settlement Amount to Settlement Administrator selected by Defendants and approved by the
26 Court. Settlement Administration Costs shall not exceed the reasonable estimate to administer the
27 Settlement of the class without court approval. Court-approved Settlement Administration Costs shall
28 be paid solely from the Cash Settlement Amount. Seven (7) calendar days prior to Plaintiff filing a

1 motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties
2 with a declaration detailing services it has rendered with respect to noticing the Class, and costs
3 incurred and to be incurred in concluding its responsibilities under the terms of this Agreement. The
4 Parties agree to cooperate in the administration process and to make all reasonable efforts to control
5 and minimize Settlement Administration Costs.

6 i. The Parties each represent they do not have any financial interest in the
7 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
8 could create a conflict of interest.

9 ii. The Settlement Administrator shall keep the Parties timely apprised of
10 the performance of all Settlement Administrator responsibilities required by the Settlement, and to
11 provide weekly status reports regarding the mailing of the Notice Packets, returned as undeliverable
12 Notice Packets, and efforts to locate updated addresses and re-mailing of such Notice Packets. The
13 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”)
14 pursuant to IRS rules and regulations in which the Cash Settlement Amount shall be placed and from
15 which payments required by the Settlement shall be made.

16 41. Distribution of Individual Coupons. Subject to the terms and conditions of this
17 Agreement, each Verified Settlement Class Member will receive an Individual Coupon with a
18 redemption value of \$95 at any TSA thrift store. The Individual Coupons shall be mailed by the
19 Settlement Administrator by regular First-Class U.S. Mail to each Verified Settlement Class Member’s
20 last known mailing address (or an updated address provided during identify verification) within
21 fourteen (30) calendar days after the Effective Date. Individual Coupons will not have an expiration
22 date, but are subject to the terms and conditions herein.

23 a. No Credit Toward Benefit Plans. The value of Individual Coupons provided to
24 Verified Settlement Class Members under this Settlement will not be utilized to calculate any
25 additional benefits under any benefit plan to which any Settlement Class Members may be eligible,
26 including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
27 vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties’
28

1 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
2 any Settlement Class Members may be entitled under any benefit plans.

3 42. Settlement Administration.

4 a. Class Information. Within twenty (20) calendar days of entry of the Preliminary
5 Approval Order, Defendants shall provide the Settlement Administrator with the Class Information
6 for purposes of mailing the Notice Packets to Settlement Class Members. The Class Information shall
7 be considered confidential, shall not be disclosed to anyone other than Defense Counsel and the
8 Settlement Administrator, and shall be returned to Defense Counsel at the conclusion of the matter
9 upon request. Specifically, the Settlement Administrator shall not provide the Class Information to
10 Class Counsel.

11 b. Notice by Email When Available. Within seven (7) business days after
12 receiving the Class Information from Defendants as provided herein, the Settlement Administrator
13 shall send copies of the Class Notice to all Settlement Class Members via email, where available.
14 Should the email not be available or deliverable, the Settlement Administrator shall send a follow up
15 notice by postcard via regular First-Class U.S. Mail. The Settlement Administrator shall perform a
16 search based on the National Change of Address database maintained by the United States Postal
17 Service to update and correct any known or identifiable address changes prior to mailing. The
18 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
19 each Settlement Class Member, and will only send mail notice to individuals with an address of
20 medium or higher reliability. The address identified by the Settlement Administrator as the current
21 mailing address shall be presumed to be the most current mailing address for each Settlement Class
22 Member. The Parties agree that this procedure for notice provides the best notice practicable to
23 Settlement Class Members and fully complies with due process.

24 c. Undeliverable Notice. Any Notice Packet returned to the Settlement
25 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
26 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
27 shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of
28 automated search, using the name, address and/or Social Security number of the Settlement Class

1 Member involved, and shall then perform a re-mailing to the Settlement Class Member whose Notice
2 Packet was returned as non-delivered, assuming another mailing address is identified by the Settlement
3 Administrator. Settlement Class Members who are sent a re-mailed Notice Packet shall have their
4 Response Deadline extended by 45 calendar days from any re-mailing of the Notice Packet but in no
5 event later than 30 calendar days after the close of the Response Deadline. If these procedures are
6 followed, notice to Settlement Class Members shall be deemed to have been fully satisfied, and if the
7 intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
8 nevertheless remain a Settlement Class Member and shall be bound by all terms of the Settlement and
9 the Final Order and Judgment.

10 d. Posting of Notice. In addition to the individual mailing and e-mailing of Notice
11 information as provided herein, TSA shall arrange for posting of a one-page summary of the
12 Settlement Notice in a public location in each of its thrift stores. This posting is intended to supplement
13 notice efforts to the population of Settlement Class Members who may not have current permanent
14 mailing addresses and for whom Defendants do not have email addresses. The posting shall provide
15 a brief notice of the scope of the Settlement Class and coupons available to Verified Settlement Class
16 Members, and shall direct anyone who believes they may be a Settlement Class Member to the
17 verification website administered by the Settlement Administrator.

18 e. Identity Verification. All forms of notice provided under this settlement (email,
19 postcard, and store posting) will direct Settlement Class Members to a website maintained by the
20 Settlement Administrator to verify their identity and membership in the Settlement Class using their
21 name and the last four digits of their social security number. They will also be able to provide an
22 updated mailing address, if applicable, to receive their Individual Coupon. Only individuals who
23 complete this verification will be Verified Class Members who receive Individual Coupons. This
24 verification is a reasonable and necessary step to prevent fraud and duplication of coupons, and is the
25 least burdensome and intrusive method of such fraud prevention to Settlement Class Members. This
26 process has the additional benefit of providing an opportunity to obtain updated address information
27 to be sure that Individual Coupons reach the intended recipients.

1 f. Exclusion. The Class Notice shall provide that Settlement Class Members who
2 wish to exclude themselves from the Settlement Class must submit a written request to be excluded
3 on or before the Response Deadline. Such request for exclusion must: (1) contain the full name,
4 address, telephone number, the last four digits of the Social Security number of the person requesting
5 exclusion, and a statement that they request exclusion from the class and do not wish to participate in
6 the settlement; (2) be signed personally by the individual that seeks exclusion from the Settlement
7 Class; and (3) be postmarked by the Response Deadline and returned by mail to the Settlement
8 Administrator at the specified address as directed by the Class Notice. So-called “mass” opt-outs are
9 prohibited by this Agreement (*e.g.*, any letter, pleading, or other writing from any individual, including
10 any attorney or law firm, that purports to seek exclusion on behalf of, or for, other individuals will be
11 invalid on its face and of no force or legal effect whatsoever). Subject to review by Class Counsel,
12 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope shall be the
13 exclusive means used by the Settlement Administrator to determine whether a request for exclusion
14 has been timely submitted. Any Settlement Class Member who timely requests exclusion will not be
15 entitled to submit objections to the Settlement, will not be entitled to any recovery under the
16 Settlement, and will not be bound by the Settlement or have any right to object, appeal or comment
17 thereon. All Settlement Class Members who do not submit a valid and timely request for exclusion
18 on or before the Response Deadline shall be Participating Settlement Class Members and shall be
19 bound by all terms of the Settlement, if the Settlement is approved by the Court. No later than fourteen
20 (14) calendar days before the motion for final approval of the Settlement is filed and scheduled to be
21 heard at the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties
22 with the number of Settlement Class Members who have timely requested exclusion from the
23 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
24 Settlement Class Members to submit requests for exclusion from the Settlement.

25 g. Objections. The Class Notice shall state that Settlement Class Members who
26 wish to object to the Settlement shall submit to the Court a Notice of Objection, supporting papers
27 and/or notices of intent to appear at the Final Approval Hearing by the Response Deadline. The Notice
28 of Objection must: (1) clearly identify the case name and number (*Casedria Parker v. The Salvation*

1 *Army, et al.*, San Mateo Superior Court Case No. 20-CIV-04787); (2) either be mailed to the Clerk of
2 the Court, Superior Court of San Mateo County, 400 County Center, Redwood City, CA 94063, or
3 filed in person at the same location; (3) be mailed to Class Counsel and Defense Counsel; and (4) be
4 mailed or filed on or before 60 calendar days from mailing of the Class Notice. Settlement Class
5 Members who fail to timely object in the manner specified herein and in the Class Notice shall be
6 deemed to have waived any objections to the Settlement. At no time shall any of the Parties, Class
7 Counsel or Defense Counsel seek to solicit or otherwise encourage or discourage Settlement Class
8 Members from submitting a Notice of Objection or filing an appeal from the Final Order and
9 Judgment.

10 h. Written Report Prior to Final Approval. At least fourteen (14) calendar days
11 prior to filing of the Motion for Final Approval, the Settlement Administrator shall provide a written
12 report and declaration to the Parties describing the process and results of the administration of the
13 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court at the same
14 time as the Motion for Final Approval is filed. Within seven (7) calendar days following the deadline
15 to submit claims, the Settlement Administrator shall provide the Parties with total costs for notice and
16 claims administration.

17 i. Final Report by Settlement Administrator to Court After Disbursement. Within
18 ten (10) calendar days after final disbursement of all funds from the Cash Settlement Amount, the
19 Settlement Administrator will serve on the Parties and file with the Court a declaration providing a
20 final report on the disbursements of all funds from the Cash Settlement Amount, as well as the
21 distribution of Individual Coupons.

22 j. Monitoring and Reviewing Settlement Administration. The Parties have the
23 right to monitor and review the administration of the Settlement to verify that the monies allocated
24 under the Settlement are distributed in a correct amount, as provided for in this Agreement.

25 k. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
26 this Settlement.

27 l. Disputes Regarding Administration of Settlement. Any dispute not resolved by
28 the Settlement Administrator concerning the administration of the Settlement shall be resolved by the

1 Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith
2 and make use of the services of a mediator, if necessary, to resolve the dispute without the necessity
3 of involving the Court.

4 43. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon
5 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine
6 whether to grant final approval of the Settlement, including determining the amounts properly payable
7 by Cash Settlement Amount for: (i) the Class Counsel Award of attorneys' fees and costs; (ii) the
8 Class Representative Service Award; and (iii) Settlement Administration Costs. Upon approval, the
9 Court shall enter a Final Order and Judgment. Class Counsel shall provide Defense Counsel with a
10 reasonable opportunity to review, and provide comments on, the Final Order and Judgment of the
11 Settlement at least seven (7) calendar days before the motion and supporting papers are filed with the
12 Court.

13 44. Funding and Allocation of Cash Settlement Amount. Settlement Class Members shall
14 not be required to submit a claim form in order to receive an Individual Coupon. Defendants shall
15 fund the Cash Settlement Amount within twenty (20) calendar days after the Effective Date of the
16 Settlement by wire transfer or as agreed upon with the Settlement Administrator. If this Settlement is
17 not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become
18 effective for any reason, then no portion of the Cash Settlement Amount shall be paid by Defendants.

19 45. Release by Plaintiff and Participating Settlement Class Members. Upon entry of Final
20 Order and Judgment, Plaintiff and all other Participating Settlement Class Members shall be deemed
21 to have released their respective claims against the Released Parties, which shall be referred to as
22 Released Claims, as follows:

23 a. Release of Claims: Participating Settlement Class Members. Upon entry of
24 Final Order and Judgment, the Participating Settlement Class Members shall release the Released
25 Parties, to the fullest extent permitted by law, from all federal, state, and local claims, causes of action,
26 demands, and obligations of any kind in law or equity, whether known or unknown, suspected or
27 unsuspected, that were either asserted in the Action or that could reasonably arise from facts alleged
28 in the Action, relating in any way to, or arising out of, background checks or reports, motor vehicle

1 reports, reference checks, background investigations and/or consumer reports or investigative
2 consumer reports (collectively, “Reports”) of any kind, including but not limited to claims arising
3 under the FCRA, the California Consumer Credit Reporting Agencies Act, the California Investigative
4 Consumer Reporting Agencies Act, and like federal, state, and local laws, including but not limited to
5 all statutory, compensatory, actual, and punitive damages, any restitution, declaratory, injunctive and
6 any other equitable relief, and attorneys’ fees and expenses, arising from or related to Reports ordered
7 through and including the date of final settlement approval.

8 b. Plaintiff’s Release of Claims. Upon entry of Final Order and Judgment,
9 Plaintiff shall release the Released Parties, known and unknown, not previously released, to the fullest
10 extent permissible under the law in exchange for the consideration provided in this Settlement, except
11 for such claims that cannot be released by law. This General Release of All Claims includes all claims
12 released by Settlement Class Members in Section 45(a). This release includes any and all claims,
13 obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of
14 whatever kind and nature, character, and description whether in law or equity, whether sounding in
15 tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law, or other
16 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
17 including all unknown claims covered by California Civil Code § 1542 that could have been or are
18 asserted based on Plaintiff’s application for employment, employment with, and separation from
19 Defendants arising at any time for any type of relief. This release includes, without limitation, any
20 and all claims based on: (1) any alleged violations of the FCRA, the California Consumer Credit
21 Reporting Agencies Act, the California Investigative Consumer Reporting Agencies Act, and any
22 other federal, state, or local law governing the procurement and use of background/credit checks; (2)
23 Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Civil Rights Act
24 of 1866, 42 U.S.C. § 1981, as amended; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §
25 12101 *et seq.*; the ADA Amendments Act; the Americans with Disabilities Amendments Act of 2008;
26 the Family Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the California Family Rights Act; the Equal
27 Pay Act; the Lilly Ledbetter Fair Pay Act; the Employee Retirement Income Security Act (except as
28 to any vested benefits); the Occupational Safety and Health Act; the California Fair Employment and

1 Housing Act, as amended, Cal. Gov't Code § 12900 *et seq.*; and the California Constitution; (3)
2 violation of any public policy, contract, tort, or common law claim including, but not limited to,
3 wrongful discharge, retaliation, harassment, discrimination, breach of contract, promissory estoppel,
4 false imprisonment, intentional infliction of emotional distress, invasion of privacy, fraud, duress,
5 fraudulent misrepresentation, negligent misrepresentation, defamation, negligence, assault, battery,
6 unjust enrichment, money had and received, and violation of public policy; (4) violation of the
7 California Labor Code, any applicable California Industrial Welfare Commission Wage Order, the
8 Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*; and any claims under state or
9 federal law for wage and hour violations including, but not limited to, claims for minimum wages,
10 straight pay, overtime, overtime premium pay, commissions, bonuses, expense reimbursement, meal
11 period premium pay, rest period premium pay, inaccurate wage statements, claim for vacation, sick
12 pay, paid time off or other leave; (5) all other known and unknown claims under any federal or state
13 common law, statutory, or other regulatory provision, now or hereafter recognized; and (6) all claims
14 for attorneys' fees and costs, to the fullest extent permissible by law (including waiver of any and all
15 rights and benefits conferred by California Civil Code § 1542).

16 c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As
17 partial consideration for the Class Representative Service Award, Plaintiff's Released Claims shall
18 include all such claims, whether known or unknown by Plaintiff. Thus, even if Plaintiff discovers
19 facts and/or claims in addition to or different from those that she now knows or believes to be true
20 with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and
21 forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and
22 relinquishes all of the provisions and all of her rights and benefits under the provisions of section 1542
23 of the California Civil Code, which reads:

24 **A general release does not extend to claims that the creditor or**
25 **releasing party does not know or suspect to exist in his or her favor**
26 **at the time of executing the release, and that, if known by him or**
27 **her, would have materially affected his or her settlement with the**
28 **debtor or released party.**

1 d. Class Counsel. Upon entry of Final Order and Judgment and except as
2 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel
3 waive any claim to costs, attorneys' fees, and expenses against Defendants arising from or related to
4 the Action.

5 46. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
6 of the payments specified herein, and Settlement Class Members are not relying on any statement or
7 representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class
8 Members, Plaintiff, and Class Counsel understand and agree that they shall be responsible for the
9 payment of all taxes and penalties assessed on the payments and benefits specified herein (applicable
10 to Plaintiff and Class Counsel), and shall hold the Defendants and Defense Counsel free and harmless
11 from and against any claims resulting from treatment of such payments as non-taxable, including the
12 treatment of such payments as not subject to withholding or deduction for payroll and employment
13 taxes.

14 47. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
15 this Agreement, and no written communication or disclosure between or among the Parties, Class
16 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
17 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
18 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
19 Plaintiff and Class Counsel as acknowledging parties each (a) has relied exclusively upon their own
20 independent legal and tax counsel for advice (including tax advice) in connection with this Agreement,
21 (b) has not entered into this Agreement based upon the recommendation of any other party or any
22 attorney or adviser to any other party, and (c) is not entitled to rely upon any communication or
23 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
24 on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any
25 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
26 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
27 treatment or tax structure of any transaction, including any transaction contemplated by this
28 Agreement.

1 48. No Admission/Denial of Liability. Plaintiff continues to maintain that her claims have
2 merit notwithstanding this Settlement. Defendants deny all claims alleged in this Action and deny any
3 liability or wrongdoing of any kind associated with the claims alleged in this matter. Neither this
4 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, shall be
5 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part
6 of Defendants, and none shall be used against Defendants as admissions or indications with respect to
7 any claim of any fault, concession, or omission by Defendants. The Parties further agree that this
8 Agreement will not be admissible in this or any other proceeding as evidence that Defendants or the
9 Released Parties are liable to Plaintiff or any Settlement Class Member, or on notice of any alleged
10 deficiency, other than according to the terms of this Agreement.

11 49. Publicity and Confidentiality.

12 a. Communication by Counsel. Class Counsel agrees that it will not solicit
13 Settlement Class Members to participate in this Settlement or opt out of this Settlement, and further
14 agrees that it will not initiate or contact or have any communications with the Settlement Class
15 Members during the settlement approval process, except to the limited extent Class Counsel is
16 responding to inquiries from Settlement Class Members about the Action. For their part, Defendants
17 agree that it shall not discourage Settlement Class Members from participating in the Settlement and
18 shall refer any questions to the Settlement Administrator.

19 b. No Media. No public comment, communications to media, or any form of
20 advertising or public announcement (including social media) regarding the case and/or Settlement
21 shall be made by Plaintiff or her counsel at any time while court approval is pending. Any verbal or
22 written disclosure will result in Plaintiff forfeiting the entire Class Representative Service Award. In
23 response to any inquiries, the Parties and their respective counsel shall simply state that the matter
24 “has been resolved.”

25 c. Confidentiality. Prior to filing of the motion(s) for approval, Class Counsel
26 shall not discuss the terms of the Settlement or negotiations leading to Settlement with any person
27 other than the named Plaintiff. Until preliminary approval, the specific terms of this Settlement shall
28 be confidential and not disclosed to any party or person, except Plaintiff herself.

1 d. Certification. Class Counsel will provide signed declarations to Defendants and
2 the Court, under penalty of perjury, seven (7) calendar days in advance of filing the motion seeking
3 final settlement approval that the Setareh Law Group does not presently represent any other current or
4 former employees of Defendants or any entities affiliated with The Salvation Army in the United
5 States, and that the Setareh Law Group is not aware of other persons having claims against Defendants
6 or any entities affiliated with The Salvation Army in the United States, and have not referred, or plan
7 to refer, any other clients regarding any claims against Defendants or any entities affiliated with The
8 Salvation Army in the United States to any other attorneys. The Court will retain jurisdiction to
9 enforce this provision as appropriate.

10 50. Preliminary Approval of Settlement. Plaintiff shall draft and file a Motion for
11 Preliminary Approval of the Settlement, asking the Court to enter an order granting Preliminary
12 Approval consistent with this Agreement. The Parties agree to work diligently and cooperatively to
13 have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order
14 shall provide for, among other things, the Notice Packet to be sent to Settlement Class Members as
15 specified herein.

16 51. Exhibits and Headings. The terms of this Agreement include the terms set forth in any
17 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
18 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
19 paragraphs or sections of this Agreement are inserted for convenience of reference only.

20 52. Interim Stay of Action. The Parties agree to stay, and to request that the Court stay, all
21 proceedings in the Action, except such proceedings necessary to implement and complete the
22 Settlement, obtain preliminary and final approval, and enter the Final Order and Judgment. The Parties
23 agree to not serve any more discovery while preliminary and final approval of this settlement remain
24 pending, nor shall they be required to respond to any pending written discovery or deposition notices,
25 which is withdrawn without prejudice, while the Parties continue to negotiate the final written
26 settlement agreement and seek preliminary and final Court approval. Should preliminary or final
27 approval be denied, the Parties will meet and confer cooperatively to discuss any litigation-related
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1 deadlines in this Action. Discovery shall not commence anew unless and until either or both Parties
2 move the Court to lift the stay.

3 53. Amendment or Modification. This Agreement may be amended or modified only by a
4 written instrument signed by the Parties and their respective counsel or their successors-in-interest.

5 54. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
6 agreement between the Parties, and no oral or written representations, warranties, or inducements have
7 been made to Plaintiff or Defendants concerning this Agreement or its Exhibits other than the
8 representations, warranties, and covenants contained and memorialized in this Agreement and its
9 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
10 the Parties.

11 55. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
12 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
13 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such
14 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required
15 to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense Counsel shall
16 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
17 the event the Parties are unable to reach agreement on the form or content of any document needed to
18 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
19 the terms of this Settlement, the Parties may seek the assistance of the Court and/or the mediator to
20 resolve such disagreement. The person signing this Agreement on behalf of Defendants represents
21 and warrants that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff
22 represents and warrants that she is authorized to sign this Agreement and that she has not assigned any
23 claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in
24 the drafting and preparation of this Agreement. Hence, in any construction made of this Agreement,
25 the same shall not be construed against any of the Parties.

26 56. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
27 to the benefit of, the successors and assigns of the Parties.
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1 57. California Law Governs. All terms of this Agreement and the Exhibits hereto shall be
2 governed by and interpreted according to the laws of the State of California, without giving effect to
3 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

4 58. No Prior Assignments. The Parties and their counsel represent, covenant and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
7 of action, or right herein released and discharged.

8 59. Cooperation and Execution of Necessary Documents. The Parties will cooperate in
9 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
10 Agreement.

11 60. Counterparts. This Agreement may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument. Electronic
13 signatures will not be accepted.

14 61. This Settlement is Fair, Adequate and Reasonable. Plaintiff and Class Counsel
15 represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and the Parties
16 have arrived at this Settlement after extensive arm's-length negotiations facilitated by an experienced
17 and well-regarded mediator, taking into account all relevant factors, present and potential.

18 62. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
19 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
20 terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties
21 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
22 Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

23 63. Invalidity of Any Provision. Before declaring any term or provision of this Agreement
24 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
25 fullest extent possible consistent with applicable precedents so as to define all provisions of this
26 Agreement as valid and enforceable.

27 64. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
28 Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement

1 Class Member execute the Agreement. The Class Notice shall advise all Settlement Class Members
2 of the binding nature of the Settlement and the release of Released Claims, and shall have the same
3 force and effect as if this Agreement were executed by each Settlement Class Member, unless the
4 Settlement Class Member timely returns a request for exclusion from the Settlement.

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65. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel hereby execute this Agreement.


I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: 6/15/2023, 2023 
PLAINTIFF CASEDRIA PARKER

Dated: _____, 2023 THE SALVATION ARMY, a California corporation
By: _____

Dated: _____, 2023 THE SALVATION ARMY EL SOBRANTE RESIDENCES, INC.
By: _____

Approved as to form and content:

Dated: 6/19/2023, 2023 SETAREH LAW GROUP

SHAUN SETAREH
DAVID KELEDJIAN
Attorneys for Plaintiff and the Class
CASEDRIA PARKER

Dated: _____, 2023 LITTLER MENDELSON, P.C.

ROD M. FLIEGEL
ANGELA J. RAFOTH
Attorneys for Defendants

THE SALVATION ARMY AND THE SALVATION
ARMY EL SOBRANTE RESIDENCES, INC.

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65. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel hereby execute this Agreement.

I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: _____, 2023

PLAINTIFF CASEDRIA PARKER

Dated: May 12, 2023

THE SALVATION ARMY, a California corporation

By: [Signature]

TERRY HUGHES
SECRETARY

Dated: May 12, 2023

THE SALVATION ARMY EL SOBRANTE RESIDENCES, INC.

By: [Signature]

TERRY HUGHES
SECRETARY

Approved as to form and content:

Dated: _____, 2023

SETAREH LAW GROUP

SHAUN SETAREH
DAVID KELEDJIAN

Attorneys for Plaintiff and the Class
CASEDRIA PARKER

Dated: June 21, 2023

LITTLER MENDELSON, P.C.

[Signature]

ROD M. FLIEGEL
ANGELA J. RAFOTH

Attorneys for Defendants

THE SALVATION ARMY AND THE SALVATION
ARMY EL SOBRANTE RESIDENCES, INC.

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eSignature Details

Signer ID:	AZ5Rq5P8hw6K5o8voZF29rj4
Signed by:	Casedria Parker
Sent to email:	ciaundria@yahoo.com
IP Address:	166.216.158.167
Signed at:	Jun 15 2023, 3:18 pm PDT

eSignature Details

Signer ID:	mKmkibeCmQVaZcxDsf72MmJx
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	104.180.15.40
Signed at:	Jun 19 2023, 11:36 am PDT