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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ALEXANDER HERNANDEZ,
individually, and on behalf of other
members of the general public similarly
situated;

Plaintiff,

v.

SAINT- GOBAIN PERFORMANCE
PLASTICS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20-2020-01142388 CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO THE
HON. RANDALL J. SHERMAN, DEPT. CX-
105

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Trial Date: None
Complaint Filed: June 11, 2020

1 This Class Action Settlement Agreement, Release and Stipulation is entered into between
2 SAINT-GOBAIN PERFORMANCE PLASTICS CORPORATION (cumulatively, “Defendant”) and
3 Plaintiff ALEXANDER HERNANDEZ (“Named Plaintiff”) in the Action (as defined below).

4 **DEFINITIONS**

5 1. **Action.** The “Action” means the class action complaints and charges, including
6 the lawsuit entitled, *Alexander Hernandez v. Saint-Gobain Performance Plastics Corporation*, Orange
7 County Superior Court Case No. 30-2020-01142388-CU-OE-CXC.

8 2. **Agreement.** “Agreement” shall refer to the instant Class Action Settlement
9 Agreement, Release and Stipulation.

10 3. **Class Counsel.** “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh,
11 and Areen Babajanian of the Justice Law Corp. and/or any successor(s) thereof.

12 4. **Class Members, the Class, and Settlement Class Members.** “Class Members”
13 means all persons who are employed or have been employed by Defendant in the State of California
14 as hourly and/or other non-exempt employees during the Class Period. The “Settlement Class” or
15 “Settlement Class Members” means all Class Members other than those who opt-out (see Paragraphs
16 21 and 57.d).

17 5. **Class Notice.** “Class Notice” means the document mutually agreed upon by the
18 Parties and approved by the Court to be sent to the Class in English and Spanish following preliminary
19 approval that includes the scope of release language for Settled Claims, notifies Class Members of the
20 Settlement, explains the Settlement and Class Members’ options, including how Class Members may
21 opt out or object to the Settlement, and explains the facts and methods based on which the Class
22 Member’s estimated settlement payments are calculated, substantially in the form attached hereto as
23 “Exhibit A”.

24 6. **Class Period.** “Class Period” means the period of time beginning on June 11,
25 2016 through the earliest of the following dates: (a) April 7, 2021; or (b) the date the Court grants
26 Preliminary Approval.

27 7. **Complaint.** “Complaint” means the lawsuit entitled, *Alexander Hernandez v.*
28 *Saint-Gobain Performance Plastics Corporation*, Case No. 30-2020-01142388-CU-OE-CXC, filed

1 with the Orange County Superior Court on June 11, 2020, including any amendments such as those
2 required by paragraph 46.

3 8. The Court. The “Court” refers to the Orange County Superior Court or other
4 court or courts that will approve the Action, whether individually or together.

5 9. Day. “Day” refers to a calendar day(s) unless otherwise stated. If any
6 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
7 on the next business day.

8 10. Defendant. “Defendant” means Saint-Gobain Performance Plastics
9 Corporation.

10 11. Effective Date. “Effective Date” means the first business day following the
11 last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly
12 intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges
13 the Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement and
14 Final Judgment; (ii) if a Class Member and/or PAGA Member timely intervenes or files a timely
15 motion to vacate the Final Judgment or objects or otherwise challenges the Settlement, then sixty-one
16 (61) days following the date the Court enters an Order Granting Final Approval of Settlement and
17 Final Judgment, assuming no appeal is filed; or (iii) if a Class Member and/or PAGA Member timely
18 intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the
19 Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any
20 requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval
21 of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant
22 shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule
23 explained in Paragraph 51 of this Agreement. In the event an appeal, writ, motion challenging the
24 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed
25 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be
26 returned if the Agreement is not finally and completely approved in all respects.

12. Exclusion Period. The “Exclusion Period” means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60) days later on the deadline to submit an Opt-Out Request or Objection.

13. Final Judgment. “Final Judgment” means the judgment entered and filed by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties; and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Class Counsel’s attorneys’ fees and costs, Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final resolution of any and all claims by the Named Plaintiff and all Settlement Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

14. Final Settlement Approval Hearing. “Final Settlement Approval Hearing” means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

15. Funding Payments. “Funding Payments” means the payment(s) remitted to the Settlement Administrator (“SA”) by or on behalf of Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiff’ enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the Labor Workforce Development Agency (or “LWDA”), minus any amounts already paid under the Agreement.

1 16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA”
2 means a maximum total payment of Two Million, Four Hundred Thousand Dollars and Zero Cents
3 (\$2,400,000.00), payable by Defendant under this Agreement, which shall satisfy all outstanding and
4 awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel,
5 the Named Plaintiff’s enhancement awards as awarded by the Court, outstanding payments to the SA
6 as approved by the Court for settlement administration costs, and the payment to the LWDA.

7 17. Last Known Address. “Last Known Address” means the most recently
8 recorded mailing address for a Class Member and/or PAGA Member contained in Defendant’s
9 records.

10 18. Named Plaintiff. “Named Plaintiff” individually and collectively means
11 Alexander Hernandez.

12 19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means
13 the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 51a through 51e of
14 this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement
15 award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and the
16 costs awarded for settlement administration owed pursuant to this Agreement.

17 20. Objection. “Objection” means a written request, which a Class Member may
18 submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 58 in
19 order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court,
20 at the final approval hearing to object.

21 21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address, and
22 telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be
23 postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to
24 the Settlement Administrator at the specified address or fax number. (See Paragraph 57.d and **Exhibit**
25 **“B”**)

26 22. Order of Final Approval or Order Granting Final Approval of Settlement.
27 “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval”
28 means the order issued in conjunction with the entry of the Final Judgment to be submitted by the

1 Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by
2 the Court as specified in this Settlement.

3 23. PAGA Class Period. “PAGA Class Period” means the period of time beginning
4 on March 30, 2019, and ending on the date the Court grants Preliminary Approval.

5 24. PAGA Member. “PAGA Members” means all persons who are employed or
6 have been employed by Defendant in the state of California as non-exempt employees during the
7 PAGA Class Period.

8 25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount,
9 \$100,000 shall be paid for the PAGA claims. “PAGA Allocation” means the amounts distributed
10 among PAGA Members and is the amount remaining from the \$100,000.00 after subtracting the
11 \$75,000 allocated to the LWDA) divided by the total number of PAGA Workweeks Worked credited
12 to all PAGA Members. Each PAGA Member’s PAGA Payment is equal to the PAGA Workweek
13 Rate multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of
14 Defendant.

15 26. PAGA Workweeks Worked. “PAGA Workweek Worked” means the number
16 of workweeks credited to a PAGA Class Member during the PAGA Class Period (for the Settled
17 PAGA Claims), as determined by Defendant’s records and estimates and as only subject to revision
18 pursuant to this Agreement.

19 27. Parties. “Parties” means Named Plaintiff, individually on behalf of himself and
20 on behalf of all Class Members, PAGA Members and interests of the Labor Workforce Development
21 Agency (“LWDA”), and Defendant.

22 28. Preliminary Approval Order. “Preliminary Approval Order” is the order
23 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,
24 including approval of the Parties’ Agreement that specifies the content of notice and manner in which
25 notice will be provided to the Class and responded to by the Class, substantially in the form attached
26 hereto as “**Exhibit C**”.

27 29. Released Parties. “Released Parties” means Defendant and its affiliated
28 companies, parents, members, subsidiaries, related companies and business concerns, predecessors

1 and successors, past and present, and each of them, as well as each of their insurers, partners, trustees,
2 directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each
3 of them and all working with or in concert with them or connected with them.

4 30. Settlement Administrator. “Settlement Administrator” or “SA” means
5 Simpluris or such other neutral administrator as chosen by the Parties and approved by the Court (see
6 Paragraph 55a).

7 31. Settled Claims. “Settled Claims” means any and all claims alleged in the
8 Complaint or which could have been alleged in the Complaint based on the allegations, facts, matters,
9 transactions or occurrences alleged therein, and shall specifically include without limiting the
10 generality thereof all causes of action listed in the Complaint. The release of the foregoing claims,
11 extends to all theories of relief regardless of whether the claim is, was or could have been alleged as
12 separate claims, causes of action, lawsuits or based on other theories of relief, whether under California
13 law, state law or common law (including, without limitation, as violations of the California Labor
14 Code, the Wage Orders, applicable regulations, and California’s Business and Professions Code
15 Section 17200). “Settled Claims” includes all types of relief available for the above-referenced claims,
16 including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens,
17 attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
18 damages. The Final Judgment shall expressly provide that it covers and bars each and every Class
19 Member other than those who have opted out from asserting any Settled Claims in the future.

20 32. Settled PAGA Claims. “Settled PAGA Claims” means any and or all PAGA
21 claims alleged in the Action or which could have been alleged in the Action based on the allegations,
22 facts, matters, transactions or occurrences alleged therein, and shall specifically include without
23 limiting the generality thereof all causes of action listed in the Complaint. The foregoing claims,
24 extends to all theories of relief regardless of whether the claim is, was or could have been alleged as
25 separate claims, causes of action, lawsuits or based on other theories of relief, including under the
26 California Labor Code, the Wage Orders, applicable regulations. “Settled Claims” includes all types
27 of relief available for the above-referenced claims, including, without limitation, any claims for
28 penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory

1 relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and bars
2 Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof,
3 including but not limited to any and all PAGA Members from prosecuting “Settled Claims” that arose
4 during the PAGA Time Period.

5 33. Settlement Class/Settlement Class Member(s). “Settlement Class Member”
6 means all Class Members other than those who have timely and validly submitted Opt-Out Requests
7 and thereby excluded themselves from releasing Settled Claims from the Settlement.

8 34. Settlement Payment. “Settlement Payment” means a payment pursuant to a
9 Settlement Class Member’s pro rata allocation of the NSA as specified in Paragraph 51.

10 35. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution
11 Deadline” means a date that is fourteen (14) days after the Funding Payment has been made by
12 Defendant to the SA based on the schedule explained in Paragraph 61 of this Agreement.

13 36. Updated Address. “Updated Address” means a mailing address that was
14 updated by a reasonable address verification measure of the SA or by an updated mailing address
15 provided by the United States Postal Service for a Class Member or PAGA Member.

16 37. Workweek Rate. “Workweek Rate” for the Settled Claims means the amount
17 yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to
18 all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement
19 payment is equal to his or her individual Workweeks Worked during the Class Period and multiplied
20 by the Workweek Rate. Therefore, the amount of each Settlement Class Member’s Individual
21 Settlement Payment is tied to the number of Workweeks Worked that each Settlement Class Member
22 worked for Defendant in the State of California in comparison to all Workweeks Worked by all
23 Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled
24 PAGA Claims, “Workweek Rate” means the amount yielded from dividing the PAGA Allocation by
25 the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement
26 Period.

27 38. Workweeks Worked. A “Workweek Worked” means the number workweeks
28 worked by a Class Member during the Class Period or PAGA Member during the PAGA Settlement

1 Period (for the Settled PAGA Claims), as determined or estimated by Defendant's records and as only
2 subject to revision pursuant to this Agreement.

3 RECITALS

4 39. On or about June 11, 2020, Named Plaintiff filed a complaint in Orange County
5 Superior Court asserting nine causes of action against Defendant, including: (1) failure to pay wages,
6 including regular, overtime and double time wages, (2) meal period violations, (3) rest break
7 violations, (4) failure to pay minimum wage; (5) failure to timely pay final wages; (6) failure to provide
8 accurate wage statements; (7) failure to reimburse business expenses; (8) violation of California's
9 Private Attorney General Act of 2004 ("PAGA"); and (9) violation of the California Business and
10 Professions Code ("UCL").¹

11 40. Named Plaintiff submitted the LWDA letter on March 30, 2020, in case number
12 LWDA-CM-78933-20, alleging the same claims as the complaint.

13 41. Defendant filed an Answer to the complaint and denied all allegations and
14 claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its
15 wage-and-hour practices and that it has any liability or engaged in wrongdoing of any kind associated
16 with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further
17 contends that it has complied at all times with both federal and state wage-and-hour laws, and all other
18 laws regulating the employer-employee relationship that relate to the employment of Named Plaintiff
19 and the Class and PAGA Members.

20 42. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class
21 Members and aggrieved employees, attended mediation with Jeff Ross on January 7, 2021. The Parties
22 hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-
23 length negotiations between the Parties supervised by an experienced employment law mediator. The
24 Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA
25 Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA
26 Member.

27 _____
28 ¹ This Agreement requires an amended Complaint and additional sick leave claim as described below, pursuant to
Paragraph 46.

1 43. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
2 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light
3 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of
4 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof
5 necessary to establish liability, defenses asserted to the merits, including but not limited to the
6 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class
7 claims and PAGA claims, including class certification, the difficulties in establishing damages and
8 penalties, and the numerous potential appellate issues. While Defendant specifically denies any
9 liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the
10 cost and business disruption associated with defending the Action. Defendant has claimed and
11 continues to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give
12 rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and
13 entered into by and between the Named Plaintiff (on behalf of himself and on behalf of the Class
14 Members and PAGA Members and interests of the LWDA) and Defendant, each with the assistance
15 of its respective counsel or attorneys of record, is intended to fully, finally, and forever settle,
16 compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties,
17 subject to the terms and conditions set forth herein.

18 44. Because the Class Case is pled as a class action, this Settlement must receive
19 preliminary and final approval by the Court. Because the PAGA Case is pled as a PAGA action, this
20 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on
21 a conditional basis.

22 **TERMS AND CONDITIONS OF SETTLEMENT**

23 NOW THEREFORE, in consideration of the recitals listed above and the promises and
24 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
25 the consideration and undertakings set forth herein, the Named Plaintiff, individually on behalf of
26 himself and on behalf of the Class Members and PAGA Members and LWDA interests, on the one
27 hand, and Defendant, on the other hand, agree that the Action shall be, and is finally and fully
28 compromised and settled on the following terms and conditions.

1 45. Non-Admission of Liability. The Parties enter into this Agreement to resolve
2 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
3 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it
4 has: violated any federal, state, or local law; violated any regulations or guidelines promulgated
5 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
6 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
7 any other unlawful conduct with respect to its employees or any other person or entity. Neither this
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or
9 proceedings, payouts or other events associated with it, shall be construed as an admission or
10 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by
11 Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret or
12 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
13 or received as evidence in any action or proceeding to establish any liability or admission on the part
14 of the Released Parties or to establish the existence of any condition constituting a violation of, or
15 noncompliance with, federal, state, local or other applicable law. In addition, as set forth in Paragraph
16 69, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this
17 Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive,
18 and instead expressly reserve, their respective rights to prosecute and defend this Action as if this
19 Agreement never existed in the event the Settlement is not fully and finally approved as set forth
20 herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is
21 reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the
22 Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be
23 admissible in connection with, further proceedings in this Action, except that the Court may award
24 less than the amounts listed in Paragraph 51a through 51e without impacting the validity and
25 enforceability of this Agreement and the Parties will be returned to their respective positions prior to
26 entering this Agreement.

27 46. Amendment of Complaint. Solely for purposes of settling this matter, Named
28 Plaintiff will file an amended Complaint with the approving Court, which shall be the operative

1 Complaint in this Action. The Complaint as amended will add the substantive claim for unaccrued,
2 unpaid sick pay under Labor Code Section 246 and corresponding local sick leave requirements and
3 for corresponding claim including under the PAGA and Unfair Competition Law (Business and
4 Professions Code section 17200, et seq.) and including but not limited to any corresponding paystub
5 claims. Solely for purposes of implementing the settlement, the Parties stipulate that the amendments
6 of the claims shall relate back to the filing of the original and shall cover the Class Period and PAGA
7 Class Period; the Parties agree the proposed preliminary approval order and Final Judgment shall
8 request that should the Settlement not be fully and finally approved, the amendments will be
9 withdrawn, the original complaint shall be deemed the operative complaint, any preliminary
10 certification of a class for settlement purposes shall be deemed void and the Parties shall revert to their
11 positions prior to entering the Settlement in all respects. Subject to Court approval, Defendant's
12 current answer shall be deemed as the operative answer to the complaint on behalf of Defendant
13 without the need to file an amended answer.

14 47. Stipulation for Class Certification. The Parties stipulate to the certification of
15 this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not
16 become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall
17 have no bearing on, and shall not be admissible in connection with, whether class certification would
18 be appropriate in any other context in this Action.

19 48. Release of Settled Claims. As of the Effective Date, Named Plaintiff and all
20 Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released,
21 settled, compromised, relinquished and discharged any and all Settled Claims against any and all
22 Released Parties. The Settlement includes a release of all Settled Claims during the Class Period by
23 Settlement Class Members employed at any time during the Class Period. The Parties will take action
24 to bar any Fair Labor Standard Act ("FSLA") claims pursuant to *Rangel v. PLS Check Cashers of*
25 *California, Inc.*, 889 F.3d 1106 (9th Cir. 2018).

26 a. The Parties agree for settlement purposes only that, because the Class
27 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
28 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the

1 Agreement and such notice shall have the same force and effect as if the Agreement were executed by
2 each Class Member.

3 b. Named Plaintiff and Class Counsel represent, covenant, and warrant
4 that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
6 of action, or rights herein released and discharged, except as set forth herein.

7 c. The Parties agree that this is a settlement of disputed claims not
8 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

9 49. Release of Settled PAGA Claims. As of the Effective Date, Named Plaintiff,
10 LWDA, the State of California, and any other representative, proxy, or agent thereof, including but
11 not limited to any and all PAGA Members are barred from prosecuting "Settled Claims" that arose
12 during the PAGA Time Period against any and all of the Released Parties Subject to Court approval,
13 the Agreement includes a settlement of all Settled PAGA Claims during the PAGA Class Period by
14 PAGA Members employed at any time during the PAGA Class Period to the fullest extent permitted
15 under the PAGA, including settlement contemplated in Labor Code section 2699(1)(2).

16 50. Individual Releases of Claims. In addition to the releases made by the
17 Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiff releases,
18 as an individual and in addition to the Settled Claims described above, all claims, whether known or
19 unknown, under federal law or state law against the Released Parties. The Parties understand and
20 agree that Plaintiff is not, by way of this release, releasing any claims which cannot be released as a
21 matter of law. Notwithstanding the foregoing, Named Plaintiff understands that this release includes
22 unknown claims and that Named Plaintiff is, as a result, waiving all rights and benefits afforded by
23 Section 1542 of the California Civil Code, which provides:

24
25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

1 51. Settlement Payments and Calculation of Claims. Subject to the Final Approval
2 of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual
3 covenants and promises set forth herein, Defendant agrees to make a payment or payments as set forth
4 herein totaling an amount of, but not to exceed, Two Million, Four Hundred Thousand Dollars and
5 Zero Cents (\$2,400,000.00). The GSA shall fully satisfy Defendant's obligations for any and all
6 payments, fees and costs identified in the Agreement, including, but not limited to, any payments to
7 be made to the Named Plaintiff, Settlement Class Members, PAGA Members, the LWDA, Class
8 Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement
9 administration costs. Other than employer-side payroll taxes, in no event shall Defendant be required
10 to pay any amounts above the GSA under this Settlement and this Agreement. The Parties agree,
11 subject to Court approval, that the GSA shall be apportioned as follows:

12 a. Attorneys' Fees. Class Counsel will apply to the Court for an award of
13 attorneys' fees of no more than thirty-five percent (35%) of the GSA or Eight Hundred Forty Thousand
14 Dollars and Zero Cents (\$840,000.00). The attorneys' fees shall come from and be deducted from the
15 GSA and paid out as set forth herein. Defendant will not oppose such application.

16 b. Attorneys' Costs. Named Plaintiff and Class Counsel shall request
17 approval of payment of up to but not to exceed Twenty-Five Thousand Dollars and Zero Cents
18 (\$25,000.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA
19 and paid out as set forth herein. Defendant will not oppose such application. Attorneys' fees as
20 specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed
21 and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against
22 Defendant for Class Counsel's work, effort or involvement in the Action and in carrying out the
23 Agreement and includes any and all work, effort or involvement to carry out the terms of the
24 Agreement and as may be potentially or actually necessary or advisable to defend the Agreement
25 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These
26 specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and,
27 otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in
28 connection with the Action.

1 c. Administration Fees and Costs. Class Counsel will also apply to the
2 Court for approval of SA costs in an amount estimated to be up to Ten Thousand Dollars (\$10,000.00),
3 which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel
4 will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff
5 motions for preliminary and Final Approval of the Settlement.

6 d. Named Plaintiff's Enhancement and General Release Payment. Class
7 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten
8 Thousand Dollars and Zero Cents (\$10,000.00) to be paid to Named Plaintiff, from which fifty percent
9 (50%) shall be deemed consideration for a general release and from which fifty percent (50%) shall
10 be for assuming the risks associated with this litigation (including for assuming the risks in the PAGA
11 case). Defendant will not oppose such applications. The enhancement awards are included in, and
12 shall be deducted from, the GSA.

13 e. PAGA Allocation and Payments. Pursuant to California Labor Code
14 Section 2698, *et seq.*, the Parties designate One Hundred Thousand Dollars and Zero Cents
15 (\$100,000.00) of the GSA to resolve any PAGA claims (including payment for Named Plaintiff
16 claims on their own behalf and on behalf of all PAGA Members for penalties under the PAGA and
17 payment to the LWDA).

18 i. Defendant shall pay seventy five percent (75%) of that amount,
19 or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the LWDA and the remainder to
20 PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil
21 penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in
22 the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the
23 Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

24 ii. The remaining Twenty-Five Thousand Dollars and Zero Cents
25 (\$25,000.00) shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each
26 individual PAGA Member's PAGA Workweeks Worked.

1 f. Net Settlement Amount. The NSA will be the amount remaining after
2 deducting the amounts specified in Paragraphs 51a through 51e above (including deducting the amount
3 in 51e.ii, which will be separately distributed to PAGA Members).

4 g. Sample for Mediation. Defendant represented for mediation that that
5 there are approximately 459 Class Members who collectively worked approximately 63,000
6 workweeks during the Class Period through April 2020 and 459 employees and 70,000 workweeks
7 through December 2020. Defendant will, if required by the Court, provide a declaration verifying the
8 number of Class Members and workweeks worked during the Class Period. The Gross Settlement
9 Amount will increase proportionally with added workweeks if the numbers corresponding to the
10 sample exceeds a ten percent (10%) increase or Defendant shall have the option to limit the class period
11 to the point that the workweeks equal 77,000 workweeks so that the GSA does not exceed Two
12 Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00), or shall have the further
13 option to void the Agreement.

14 h. Settlement Payments to Settlement Class Members. Only the following
15 individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiff
16 and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

17 i. The NSA will be divided by the total Workweeks Worked by all
18 Settlement Class Members during the Class Period as reflected in Defendant's records and estimates
19 based on existing records. All Settlement Class Members shall be paid an amount equal to their
20 individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate.
21 Workweeks Worked shall be determined by the SA based on data to be provided by Defendant, as
22 may be modified by the resolution of any challenges.

23 ii. The Parties agree that under no circumstances shall Defendant
24 be obligated to pay any amount under this Agreement to any Class Member other than Settlement
25 Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant
26 be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as
27 provided above.

1 iii. The Parties acknowledge and agree that the formula used to
2 calculate Workweeks Worked, individual Settlement Payments, PAGA Workweeks Worked, and
3 PAGA Payments does not imply that all of the elements of damages covered by the release are not
4 being taken into account. The above formulas were devised as practical and logistical tools to simplify
5 the payment process.

6 52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement
7 Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be
8 utilized to calculate any additional benefits under any benefit plans to which any Settlement Class
9 Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
11 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect
12 any rights, contributions, or amounts to which any Settlement Class Members, Class Members and
13 PAGA Members may be entitled under any benefit plans.

14 53. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a
15 net amount after applicable employee state and federal tax withholdings, including payroll taxes, if
16 any, have been deducted.

17 a. The Parties agree that thirty-four percent (34%) will be allocated to
18 wages and W-2s shall be issued and thirty-three percent (33%) of the amount distributed to each
19 Settlement Class Member will be considered penalties and thirty-three percent (33%) shall be allocated
20 to interest and any other non-wage related amount, if any, and will be reported as such to each
21 Settlement Class Member on an IRS Form 1099. The PAGA Payments to PAGA Members will be
22 designated as payments for alleged penalties and other non-wage amounts.

23 b. The SA shall calculate, withhold from the Settlement Payments, and
24 remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement
25 Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required,
26 to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also
27 calculate and obtain from Defendant and remit to applicable governmental agencies sufficient
28 amounts, if any, as may be owed by employers for the wage portion of the Settlement Payments.

1 c. All Parties represent that they have not received, and shall not rely on,
2 advice or representations from other parties or their agents, including Class Members and PAGA
3 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
4 Defendant makes no representations regarding the taxability of the Settlement Payments and PAGA
5 Payments.

6 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
7 awarded by the Court pursuant to Paragraph 51. Except as provided in Paragraph 51, each Party shall
8 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
9 settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of
10 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named
11 Plaintiff or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this
12 Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement
13 other than the acknowledging party, an "other party") acknowledges and agrees that no provision of
14 this Agreement, and no written or oral communication or disclosure or other representation by
15 Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon
16 as, tax advice, and Named Plaintiff, Class Members and PAGA Members shall not rely on Defendant
17 and/or Released Parties for any tax advice with respect to the Settlement of this Action.

18 e. The Named Plaintiff will be issued IRS Form 1099s for any
19 enhancement awards approved by the Court pursuant to Paragraph 51. The enhancement awards
20 payable to the Named Plaintiff shall be in addition to the Settlement Payments and PAGA Payments
21 that they, as applicable, will receive.

22 54. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the
23 Action and take all other action to request that the Court enter the Preliminary Approval Order based
24 on an agreed-upon Settlement schedule, subject to Court approval:

25 a. Seeking class certification on the terms set forth in this Agreement
26 solely for purposes of class settlement;
27
28

1 b. Preliminarily approving the proposed Settlement and this Agreement,
2 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiff, PAGA
3 Members, the SA, and the LWDA;

4 c. Preliminarily approving the appointment of the Named Plaintiff as
5 representative of the Class for settlement purposes, if not otherwise accomplished by class
6 certification;

7 d. Preliminarily approving the appointment of counsel for Named Plaintiff
8 as Class Counsel;

9 e. Appointing and approving a SA as chosen by the Parties and approved
10 by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA
11 Payment procedures required by this Agreement;

12 f. Approving the form of the Class Notice mutually agreed by the Parties;

13 g. Scheduling the Final Settlement Approval Hearing for consideration of
14 Final Approval of this Agreement;

15 h. Requiring that any Class Members who object to the Settlement
16 Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear
17 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be
18 given an opportunity to file written responses to any objection(s) with the Court;

19 i. Approving the procedure for Class Members to submit Opt-Out
20 Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out
21 Requests; and

22 j. Approving the procedure for Settlement Class Members to object to the
23 Settlement.

24 k. Defendant shall not oppose Class Counsel's motions for preliminary
25 approval and Final Approval of the Settlement so long as the motions and supporting papers are
26 consistent with the terms of this Agreement. Class Counsel shall provide Defendant with an
27 opportunity of 5 days to review, and provide comments on the motions for preliminary and Final
28 Approval of the Settlement before the motion and supporting papers are filed with the Court. The

1 Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class
2 Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of
3 the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the
4 Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply
5 with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by
6 both Parties, and the Court may award less than the amounts listed in Paragraph subparts 51a through
7 51e without impacting the validity and enforceability of this Agreement.

8 55. Notice Procedure.

9 a. Settlement Administrator. The Parties will select Simpluris or a
10 mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and
11 PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with
12 any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate
13 administrative, physical and technical safeguards for any personally identifiable information (“PII”),
14 which it receives from Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiff, any party
15 or third parties, including agents or subcontractors, without Defendant’s consent; (c) not disclose or
16 otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide
17 Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or
18 destruction; and (e) continue to protect the PII upon termination of its services.

19 b. Class Member Data. Within thirty (30) days after filing of the
20 Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA
21 Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-
22 known address, and the workweek numbers and other Class Member data confirm qualifying
23 Workweeks Worked and PAGA Workweeks Worked or will forward the start and end date(s) of
24 employment for the SA to calculate the Workweeks Worked and PAGA Workweeks Worked.
25 Defendant agrees to consult with the SA as required to provide the list in a format reasonably
26 acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes
27 described herein, take adequate safeguards to protect confidential or private information and return or
28

1 certify the destruction of the information or continued safeguarding of the information upon
2 completion of the Settlement Administration process.

3 56. Class Notice. The SA will send to each Class Member and PAGA Members
4 by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may
5 opt-out of or object to the Settlement and a procedure by which a Class Member may challenge the
6 number of Workweeks Worked identified on his/her Class Notice. The Named Plaintiff will seek
7 approval of language in the Class Notice in the motion for preliminary approval and will seek
8 permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these
9 forms or other mailed materials without approval from the Court, provided the changes do not alter
10 the preliminary approval by the Court.

11 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the
12 SA will update the addresses for the Class Members and PAGA Members using the National Change
13 of Address database and other available resources deemed suitable by the SA. To the extent this
14 process yields a different address from the one supplied by Defendant (“Updated Address”), that
15 Updated Address shall replace the address supplied by Defendant (“Last Known Address”) and be
16 treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings
17 in particular. The Settlement Administrator shall be permitted to provide notices and communicate
18 to the Class and PAGA Members in a format and statement to be provided to the Court, which Named
19 Plaintiff will submit in conjunction with the motion for preliminary approval and/or motion for Final
20 Approval.

21 b. Class Notice Procedure. Within seven (7) days after receipt of the above
22 information from Defendant, the SA shall send the Class Notice to each Class Member’s and PAGA
23 Member’s Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

24 c. Exclusion Period. Class Members will have sixty (60) days from the
25 postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out
26 Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request.
27 Class Members will also have sixty (60) days to object to the Settlement by submitting a written
28 objection (see **Exhibit B**) with the SA that sets forth the basis of the objection pursuant to Paragraph

58, which the SA shall submit to the Parties within 10 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of days for those forms returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the SA will immediately perform a manual “in-depth skip trace” to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) days of identifying the Updated Address.

iii. In the SA re-mails the Class Notice, it shall note for its own records the date and the address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days to postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

1 f. Settlement Administrator Declaration. At least ten (10) days prior to
2 the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA
3 Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof
4 of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing
5 efforts, and the Class Members'/PAGA Member's responses to those mailing and provide additional
6 information deemed necessary to approve the settlement.

7 g. SA Written Reports. Each week during the Exclusion Period, the SA
8 shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out
9 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will
10 provide a final report listing the number of Class Members who submitted Opt-Out Requests or
11 Objections.

12 h. SA Calculations of Settlement Payments. Within seven (7) days after
13 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,
14 the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be
15 made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class
16 Counsel and Defendant's counsel shall review the same to determine if the calculation of payments to
17 Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the
18 SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt
19 of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA
20 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class
21 Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to
22 each Settlement Class Member from the NSA and listing the amount of all payments to be made to
23 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide
24 information that is requested and approved by both Parties regarding its duties and other aspects of the
25 Settlement and that is necessary to carry out the terms of the Settlement.

26 57. Requirements for Recovery of Settlement Payments.

27 a. Class Members. No claim form is necessary to participate in the
28 Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in

Paragraphs 14 and 57d and **Exhibit B**), a Class Member who takes no action will be a Settlement Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members except for those who timely and validly opt-out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All PAGA Members shall be barred from seeking any action for civil penalties for Settled PAGA Claims in this Agreement. At Defendant's option, checks in payment of amounts due to Settlement Class Members under the Settlement may contain a brief statement of waiver of Settled Claims as part of the endorsement language.

b. Late Submissions. The SA shall not accept as valid any Opt-Out Request postmarked after the end of the Exclusion Period, absent agreement from the Parties or order of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

c. Challenges. Class Members will have the right to challenge the number of Workweeks Worked allocated to them. The following challenge procedure will be established for the Class Member to dispute information on which his/her payment amount is based: Challenges to the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the Class Notice. A Class Member challenging the number of Workweeks Worked identified may also submit documentary evidence in order to prove the number of Workweeks Worked during the Class Period. Defendant shall have the right to respond to the challenge by any Settlement Class Member. No challenge to the number of Workweeks Worked will be accepted unless sent by U.S. mail within sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission to be the postmark date unless ordered by the Court. Additional time may be provided to a Class Member only upon a showing of good cause and within an amount of time determined by the SA that will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and in no event beyond the date of filing of the motion for final approval. The SA will inform Class Counsel and Defendant's counsel in writing of any timely filed challenges and will determine all such disputes after consulting with the Parties regarding the number of Workweeks Worked. Challenges will be resolved without hearing by the SA, who will make a decision based on Defendant's records and any documents or other information presented by the Class Member making the challenge, Class

1 Counsel or Defendant. Subject to Court approval, the SA's determination is final and binding without
2 a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

3 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
4 Settlement described in this Agreement (see **Exhibit B**), he/she shall be bound by the terms and
5 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will
6 not be entitled to opt-out of the Settlement established by this Agreement unless he or she submits to
7 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the
8 Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class
9 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
10 Settlement (see **Exhibit B**). Opt-Out Requests do not apply to the Settled PAGA Claims and will not
11 exclude PAGA Members from the release of Settled PAGA Claims.

12 i. Upon receipt of any Opt-Out Request within the Exclusion
13 Period, the SA shall review the request to verify the information contained therein, and confirm that
14 the request complies with the requirements of this Agreement.

15 ii. Any Class Member who fails to submit via U.S. mail a timely,
16 complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the
17 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a
18 request to opt out of the Settlement absent agreement by both Parties.

19 iii. Class Members shall be permitted to rescind in writing their
20 request to opt-out by submitting a written rescission statement to the SA no later than the Effective
21 Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

22 iv. Defendant alone has the option to withdraw from the settlement
23 if the number of opt outs exceeds five percent (5%) Class Members, either based on business unit or
24 based as to all business units, including Engineered Components, Life Sciences, and Solar Gard. If
25 Defendant exercises the so called "blow up provision" as to one or more business units then the
26 settlement will be null and void as to those business units, and the proportionate amounts owed from
27 the GSA based on workweeks attributable to that business unit will be excluded, and the Class
28 Members and PAGA Members from those business units will be excluded from the Class and

1 settlement and the settlement will proceed solely with respect to the remaining business unit(s) and
2 based on the corresponding payments for the remaining business units. For example, if Class Members
3 from the Engineered Components business unit accounted for 50% of the workweeks, Life Sciences
4 accounted for 30% of the Workweeks Worked and Solar Gard accounted for 20% of the Workweeks
5 Worked in the settlement, and Defendant exercised its right to blow up the Solar Gard portion of the
6 settlement since more than 5% of employees in the Solar Gard business unit opted out, but Defendant
7 did not exercise the same right as to the other business units, then the Solar Gard employees would be
8 excluded from the settlement by the terms of the Agreement, the GSA and all other corresponding
9 payments would be reduced by 20% (corresponding with the Workweeks Worked attributable to
10 employees in the Solar Gard business unit) and the settlement would still proceed as to the remaining
11 business units at the lower GSA and as to those Class Members and PAGA Members working in the
12 remaining business units. Defendant shall provide written notice of such withdrawal to Class Counsel.
13 In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a
14 termination of this Agreement for failure to satisfy a condition of Settlement for affected individuals
15 and amounts, and the Agreement shall become null and void and have no further force or effect in that
16 respect, but shall remain binding and enforceable in all other respects. In the event that Defendant
17 exercises this option, it will be solely responsible for any additional Settlement Administrator's costs
18 related to those affected by the so called "blow up provision."

19 58. Objections to Settlement. Any Settlement Class Member may object to the
20 Settlement. Any such objection may be submitted to the SA in writing on or before the close of the
21 Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class
22 Member wish to object in writing, any such written Objection shall include: (1) the full name of the
23 Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection;
24 and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. (See **Exhibit**
25 **D.**) The Parties shall be permitted to file responses to the Objection in addition to any motion for final
26 approval documents. Settlement Class Members may also appear at the Final Approval Hearing to
27 object. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
28 Settlement Class Members to submit written objections to the Settlement or appeal from the Order

1 granting final approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class
2 Members with respect to any such objections.

3 59. Final Fairness Hearing, Final Approval and Final Judgment.

4 a. Entry of Final Judgment. At the Final Approval Hearing, Named
5 Plaintiff will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

6 b. Motion. Named Plaintiff will draft and file a motion for final approval
7 and for approval of any attorneys' fees and costs and enhancement award in conformity with any
8 requirements from the Court and will take other action to request the entry of Final Judgment in
9 accordance with this Agreement. The motion for final approval and corresponding paperwork will be
10 subject to input and approval from Defendant and the proposed judgment finally approving the
11 Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall
12 have five (5) days from receipt to provide such input. Defendant will concur in or not object to said
13 request that the Court enter Final Judgment finally approving this Agreement. In conjunction with the
14 motion for final approval, Class Counsel shall file a declaration from the SA confirming that the Class
15 Notice and related forms were mailed to all Class Members as required by this Agreement, as well as
16 any additional information Class Counsel, with the input and approval of Defendant, deems
17 appropriate to provide to the Court.

18 c. Objections. Before and/or at the Final Fairness Hearing, Named
19 Plaintiff and Defendant, through their counsel of record, may address any written objections from
20 Class Members or any concerns from Class Members who attend the hearing as well as any concerns
21 of the Court.

22 d. Order. Named Plaintiff will also draft and submit a proposed Order of
23 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to
24 prior review, revision and approval by Defendant (**See Exhibit D**). The Parties shall take all
25 reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court
26 rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment,
27 even after good faith efforts by the Parties to meet and confer and remedy where agreement can be
28 reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and

1 Defendant shall have no obligation to make any payments under the Agreement, except for payments
2 to the SA for services performed up to that time. The Named Plaintiff will submit a proposed Order
3 of Final Approval subject to the review and approval of Defendant that will contain provisions:

4 i. Wherein the Court enters Final Judgment, finding that this
5 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the
6 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and
7 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

8 ii. Affirms that each side will bear its own costs and fees (including
9 attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay
10 any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event
11 any amount above the GSA, except for employer-side taxes;

12 iii. That confirms the certification of the Class for purposes of
13 Settlement;

14 iv. That finds that the Settlement Administration process as carried
15 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied
16 the requirements of law and due process;

17 v. That rejects any Objections to the Settlement;

18 vi. That approves the settlement of PAGA Claims consistent with
19 the Settlement;

20 vii. That retains Court jurisdiction after entry of judgment to oversee
21 administration and enforcement of the terms of the Agreement; and

22 viii. That requires the Parties to carry out the provisions of this
23 Agreement.

24 60. Post-Final Approval Requirements and Procedures. Following entry of the
25 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure
26 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

27 a. Should an appeal be taken from the Final Approval of the Settlement,
28 all Parties will support the Order of Final Approval and Final Judgment on appeal;

1 b. The Parties will assist the SA as needed or requested in the process of
2 identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and
3 PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

4 c. Class Counsel will assist the SA as needed or requested in completing
5 the distribution of any uncashed checks as directed by the Court; and

6 d. Class Counsel will certify to the Court completion of all payments
7 required to be made by this Settlement Agreement.

8 61. Payment of Settlement. Defendant will deposit the Funding Payment into an
9 account established by the SA within 30 days of the Effective Date. In the event an appeal, writ,
10 motion challenging the judgment or other collateral attack is made, the funds shall not be distributed
11 until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its
12 entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge
13 of the entire monetary obligation of Defendant under this Agreement. No Released Party shall have
14 any further monetary obligation or liability to Class Counsel, Named Plaintiff, or Settlement Class
15 Members under this Agreement after receipt by the SA of the Funding Payment.

16 a. The Parties agree that the Funding Payment will qualify as a settlement
17 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as
18 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby
19 designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-
20 2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that
21 settlement fund and any tax-related expenses arising from any income tax returns or other reporting
22 documents that may be required by the Internal Revenue Service or any state or local taxing body will
23 be paid from the Funding Payment by the SA.

24 b. The distribution of Settlement Payments to Settlement Class Members
25 shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to
26 have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.).
27 When the SA receives notice from Settlement Class Members that they have not received such
28 Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to

1 have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not
2 been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery
3 by other reasonable methods requested by such Settlement Class Members, provided that any and all
4 requests for re-mailing shall be actually received and acknowledged by the SA before the 150-day
5 deadline referenced in Paragraphs 62 and 63 or will be deemed ineffective, and have no effect and the
6 original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks
7 are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the
8 checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline.
9 To comply with California Rule of Court 3.771, settlement checks shall include the following language
10 on the check: "A Court has approved settlement of the class action and PAGA representative actions
11 and entered judgment for claims asserted in *Hernandez v. Saint-Gobain Performance Plastics Corp.*,
12 Orange County Superior Court Case No. 30-202001142388-CU-OE-CXC." No person shall have any
13 claim against the SA, Defendant or Released Parties, Class Counsel, Defendant's counsel, or any other
14 agent designated by Named Plaintiff or Defendant based upon the distribution of Settlement Payments
15 made substantially in accordance with this Agreement or further orders of the Court.

16 c. The distribution of attorneys' fees, costs, and the Named Plaintiff's
17 enhancement/general release awards shall occur no later than the payment date of the payment under
18 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments
19 be made prior to the distribution of Settlement Payments to Settlement Class Members.

20 d. Upon Defendant's transfer of the Funding Payment and employer-side
21 taxes to the SA, Defendant, the Released Parties, and Defendant's counsel shall have no further
22 monetary liability or financial responsibility to Class Counsel or to any vendors or third parties
23 employed by the Named Plaintiff or Class Counsel in connection with the Action.

24 e. Defendant shall not be obligated to make any payments contemplated
25 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
26 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if
27 taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement
28 and no further challenge to the Settlement is possible.

62. Settlement Class Members who are sent Settlement Payments shall have one hundred fifty (150) days after mailing by the SA to cash their settlement checks.

63. If such Settlement Class Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and fifty (150) days of mailing shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by California Code of Civil Procedure Section 384 and as ordered by the Court. The Parties agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed Property Fund and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued thereon, to the California CASA Association (see <https://www.californiacasa.org>), unless not accepted by the Court in which case the Parties will meet and confer about an acceptable *cy pres*. In such event, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a Settlement Payment subject to their rights, if any, to recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will be extinguished. Settlement Class Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

64. The SA shall keep Class Counsel and Defendant's counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

65. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 69, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all

documents setting out its terms shall be inadmissible in further litigation of this Action or any other case.

66. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests or objections to the Settlement or to appeal from the Final Judgment.

67. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

68. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

a. Preliminary Approval Hearing as permitted by the Court;

b. Defendant to provide information described in Paragraph 55 b (name, address, dates of employment, etc.) no later than thirty (30) days after filing of the Preliminary Approval Order;

c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately fourteen (14) days after receipt from Defendant of the information described in the preceding subparagraph;

d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt-Out Requests and Objections to the Settlement must be postmarked no later than forty-five (45) days after the date of initial mailing of the Class Notice;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt-Out Requests and written objections or statements of intention to

1 object to the Settlement received from Class Members within seven (7) days of the close of the
2 Exclusion Period;

3 g. Class Counsel will file a timely motion for final approval of the
4 Settlement and a separate application for award of attorneys' fees and costs and an enhancement award
5 to the Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16) court days
6 prior to the scheduled Final Approval Hearing date;

7 h. The Parties will request a Final Approval Hearing before the Court
8 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will
9 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant
10 shall remit the Funding Payment to the SA.

11 i. Settlement Payments to Settlement Class Members, including the
12 Named Plaintiff, and payments to Class Counsel for litigation costs and expenses and awarded
13 attorneys' fees, and the enhancement award to Named Plaintiff, and payment to the LWDA shall be
14 made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail
15 or by wire (as to Class Counsel's payments only).

16 69. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason
17 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and
18 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned
19 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never
20 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court
21 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties
22 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or
23 discoverable in the Action or otherwise in any other proceeding.

24 70. No Injunctive Relief. The Parties agree that the Settlement does not include
25 injunctive relief against Defendant or the Released Parties.

26 71. Confidentiality and Non-Disparagement.

27 a. Parties and their counsel will keep the Settlement confidential, through
28 the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able

1 to disclose to the Court, when and as necessary before preliminary approval, that they have reached
2 an agreement in principle, subject to completion of a final Agreement and Court approval.

3 b. Following the Court's order granting the Parties' Motion for
4 Preliminary Approval, the Parties and their counsel agree to make no comments to the media or
5 otherwise publicize the terms of the settlement on any social media or websites, except that Class
6 Counsel may post on its firm website: "The Firm settled a class action with a California company for
7 \$2,400,000." This shall not restrict Class Counsel from responding to inquiries posed by Class
8 Members. Further, Class Counsel may include the case name, number, and settlement information in
9 declarations setting out their qualifications as class counsel.

10 c. Named Plaintiff and Class Counsel agree to maintain the confidentiality
11 of any documents produced, formally or informally, during the course of the Action. Named Plaintiff
12 and Class Counsel agree to return to Defendant's counsel or destroy, at their option, any information
13 designated as confidential during the course of the Action, including but not limited to any information
14 and/or documents provided to Class Counsel for purposes of mediation.

15 d. Defendant shall direct all inquiries by the Class to the SA, which shall
16 provide general information about the lawsuit, including responding to questions about the lawsuit, by
17 providing neutral information about the agreement consistent with the Agreement.

18 e. Defendant agrees it will adopt a neutral reporting policy regarding any
19 future employment inquiries related to Named Plaintiff. Thus, in the event that any potential or future
20 employers should inquire regarding Defendant's employment of Named Plaintiff, they will be
21 informed only of Named Plaintiff's dates of employment with Defendant's, job title(s) during their
22 employment with Defendant, and starting and final rates of pay.

23 f. As permitted by law, Plaintiff agrees that he shall make no negative
24 statements about the Defendant, Defendant's performance, its employees, officers, or owners, or
25 conduct to any third person or entity, unless compelled to do so by law or required for purposes of the
26 settlement. In the event that Plaintiff is required to make any such negative statements pursuant to
27 lawful process or as otherwise may be required by law, Plaintiff agrees to advise Defendant and its
28 counsel as soon as reasonably possible in advance of such statements to allow Defendant a reasonable

1 opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute he had with
2 Defendant, Plaintiff may state simply that "the matter has been resolved."

3 72. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
4 provisions in ¶¶ 1 through 38 and 45 through 86 of this Agreement are not mere recitals, but are
5 deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiff, Class
6 Counsel, and/or the LWDA than indicated in Paragraph 51 without impacting the validity and
7 enforceability of the Agreement. The Court may allocate less to the SA than indicated in Paragraph
8 51 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph.
9 Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy
10 any material terms or material conditions of this Agreement:

11 a. Defendant shall not be obligated to create or maintain any type of
12 settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member,
13 PAGA Member and/or any payment to Class Counsel or to the Named Plaintiff.

14 b. The Agreement and all negotiations, Court orders and proceedings
15 relating thereto shall be without prejudice to the rights of the Named Plaintiff, PAGA Members, Class
16 Members, and Defendant, each of whom shall be restored to their respective positions existing prior
17 to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall
18 not be discoverable or admissible in the Action or any other litigation;

19 c. Defendant will not have waived, and instead expressly reserves, its right
20 to challenge the continuing propriety of class certification for any purpose; and

21 d. To the extent one exists, the Preliminary Approval Order shall be
22 vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other
23 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any
24 way for any purpose in connection with any further proceedings in this Action or any related action,
25 including class certification proceedings.

26 73. Notices. All notices, requests, demands and other communications required or
27 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-
28

1 Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be
2 sent via electronic mail.

3 74. Modification in Writing. This Agreement may be altered, amended, modified
4 or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the
5 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement
6 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any
7 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement
8 unless expressly so indicated.

9 75. Ongoing Cooperation. Named Plaintiff and Defendant, and each of their
10 respective counsel, shall cooperate in good faith to execute all documents and perform all acts
11 necessary and proper to effectuate and implement the terms of this Agreement, including but not
12 limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the
13 Agreement and Final Judgment against objections and appeals. Plaintiff shall, as necessary, properly
14 and completely take all steps, including but not limited to submitting any required documents to the
15 LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to this
16 Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
17 contemplated by this Agreement and any other efforts that may become necessary by order of the
18 Court or otherwise, to effectuate this Agreement and the terms set forth herein.

19 76. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
20 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
22 or rights herein released and discharged except as set forth herein.

23 77. Binding on Successors. This Agreement shall be binding and shall inure to the
24 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
25 representatives, including the Released Parties.

26 78. Entire Agreement. This Agreement constitutes the full, complete and entire
27 understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA
28 Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the

1 Settlement of the Action and the Settled Claims against the Released Parties, including Defendant.
2 This Agreement supersedes any and all prior oral or written understandings, agreements and
3 arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims
4 against the Released Parties. Except those set forth and included expressly in this Agreement, there
5 are no other agreements, covenants, promises, representations or arrangements between the Parties
6 with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the
7 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California
8 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed
9 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no
10 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of
11 this Agreement.

12 79. Execution in Counterparts. This Agreement may be signed in one or more
13 counterparts. A facsimile, scanned shall be treated as an original signature for all purposes. All
14 executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of
15 the signature pages), shall have the same force and effect and shall be as legally binding and
16 enforceable as the original. Parties shall execute by hand with “wet” signatures.

17 80. Captions. The captions and section numbers in this Agreement are inserted for
18 the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the
19 provisions of this Agreement.

20 81. Governing Law. This Agreement shall be interpreted, construed, enforced, and
21 administered in accordance with the laws of the State of California, without regard to conflict of law
22 rules.

23 82. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
24 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and
25 California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

26 83. Mutual Preparation. The Parties have had a full opportunity to negotiate the
27 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
28 strictly against one Party than another merely by virtue of the fact that it may have been prepared by

counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

84. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement, and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement, except that the Parties understand that the Named Plaintiff and Class Counsel only have the power to bind Class Members to the extent this Agreement is approved by the Court.

85. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiff as provided by this Agreement.

86. Authorization by Named Plaintiff. Named Plaintiff authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request or objection shall therefore be void and of no force or effect.

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1 **IT IS SO AGREED:**

2
3 Dated: 3/29/, 2021

Alexander Hernandez

4
5 ALEXANDER HERNANDEZ
6 Named Plaintiff/Class and PAGA
7 Representative/Aggrieved Plaintiff

8 Dated: _____, 2021

9 SAINT-GOBAIN PERFORMANCE PLASTICS
10 CORPORATION

11 By: _____
12 Its:

13 **APPROVED AS TO FORM ONLY:**

14
15 Dated: 3/29, 2021

16 JUSTICE LAW CORPORATION

17 BY: 

18 DOUGLAS HAN
19 Attorneys for ALEXANDER HERNANDEZ,
20 on behalf of himself and all others similarly
21 situated and aggrieved employees, and on behalf
22 of the general public.

23 Dated: _____, 2021

24 LITTLER MENDELSON, P.C.

25 BY: _____

26 JAMES E. HART
27 Attorneys for Defendant SAINT-GOBAIN
28 PERFORMANCE PLASTICS
CORPORATION

1 **IT IS SO AGREED:**

2
3 Dated: _____, 2021

4 _____
5 ALEXANDER HERNANDEZ
6 Named Plaintiff/Class and PAGA
7 Representative/Aggrieved Plaintiff

8 Dated: April 27, 2021

9 SAINT-GOBAIN PERFORMANCE PLASTICS
10 CORPORATION

11 Jean Angus
12 By: Jean Angus
13 Its: PPL Officer

14 **APPROVED AS TO FORM ONLY:**

15 Dated: _____, 2021

16 JUSTICE LAW CORPORATION

17 BY: _____
18 DOUGLAS HAN
19 Attorneys for ALEXANDER HERNANDEZ,
20 on behalf of himself and all others similarly
21 situated and aggrieved employees, and on behalf
22 of the general public.

23 Dated: April 28,, 2021

24 LITTLER MENDELSON, P.C.

25 BY: James E. Hart
26 JAMES E. HART
27 Attorneys for Defendant SAINT-GOBAIN
28 PERFORMANCE PLASTICS
CORPORATION

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is arivera@justicelawcorp.com

On April 28, 2021, I served the foregoing document described as

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND
RELEASE**

for the following case: **Hernandez v. Saint-Gobain Performance Plastics
Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-780933-20**
 Court Case No.: 30-2020-01142388-CU-OE-CXC
 Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2021, at Pasadena, California.



Allana Rivera