

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
Atoy H. Wilson (SBN: 305259)
awilson@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiff LUIS GARCIA, as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE**

LUIS GARCIA, as an individual and on
behalf of all similarly situated employees,

Plaintiff,

v.

CAR AROMA SUPPLIES, INC., a
California corporation, and DOES 1 through
50, inclusive,

Defendants.

Case No. 20STCV22269

CLASS ACTION

**STIPULATION TO CLASS ACTION
SETTLEMENT AND RELEASE**

Assigned for all purposes to:
Hon. Curtis A. Kin, Dept. 72

Complaint Filed: June 12, 2020
Trial Date: February 7, 2022

STIPULATION TO CLASS ACTION SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and among Plaintiff LUIS GARCIA, on behalf of himself and the Settlement Class Members, on the one hand, and Defendant CAR AROMA SUPPLIES, INC., on the other hand, and subject to the approval of the Court, that the above-captioned action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation to Class Action Settlement and Release (hereafter the "Settlement" or "Agreement").

1. DEFINITIONS

Capitalized terms used in this Settlement shall have the meanings set forth below:

1.1. "Action" shall mean the lawsuit entitled *Luis Garcia v. Car Aroma Supplies, Inc.*, and DOES 1 through 50, pending in the Superior Court of the State of California, County of Los Angeles, and designated as Case No. 20STCV22269.

1.2. "Settlement Administrator" means Phoenix Settlement Administrators.

1.3. "Settlement Administration Costs" means the amount to be paid to the third-party Settlement Administrator to administer the Settlement, not to exceed five thousand dollars (\$5,000.00).

1.4. "Class Counsel" means Kevin Mahoney and Atoy H. Wilson of Mahoney Law Group, APC.

1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's litigation and resolution of this Action in a maximum amount of seventy-five thousand dollars (\$75,000.00) or 1/3rd of the Gross Settlement Amount of two hundred twenty-five thousand dollars (\$225,000.00). The Court shall determine the amount of the Class Counsel Award, and it shall be paid from the Maximum Settlement Amount.

1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class Counsel's litigation and resolution of this Action, not to exceed ten thousand dollars (\$10,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Maximum Settlement Amount.

1.7. "Class Information" means information regarding Settlement Class Members that

1 Defendant CAR AROMA SUPPLIES, INC. will in good faith compile from its records and
2 provide to the Settlement Administrator. Class Information shall be provided as a Microsoft
3 Excel spreadsheet and shall include: each Settlement Class Member's full name; last known
4 address; last four (4) digits of social security number; employee identification number (if
5 available); and the hire dates and termination dates (if applicable).

6 1.8. "Class Member" means all current and former non-exempt, hourly-paid
7 employees and Sales Driver employees who worked for Defendant in the State of California at
8 any time from March 19, 2019 through the earlier of the date of Preliminary Approval or sixty
9 (60) days from the mediation date of July 27, 2021.

10 1.9. "Class Period" means March 19, 2019 through the earlier of the date of
11 Preliminary Approval or sixty (60) days from the mediation date of July 27, 2021.

12 1.10. "Class Representative Enhancement Award" means the amount that the Court
13 authorizes to be paid to the Plaintiff, who is the class representative, not to exceed five thousand
14 dollars (\$5,000.00), in addition to the Individual Settlement Payment, for his service in connection
15 with being the class representative. The Class Representative Enhancement Award shall be paid
16 from the Gross Settlement Amount. Any portion of the requested Class Representative
17 Enhancement Award that is not awarded to Plaintiff, Luis Garcia, shall be part of the Net
18 Settlement Amount.

19 1.11. "Court" means the Superior Court of the State of California for the County of Los
20 Angeles.

21 1.12. "Defendant" means Car Aroma Supplies, Inc.

22 1.13. "Defense Counsel" means Nancy N. ("Niki") Lubrano and Brian E. Cole II of
23 CDF Labor Law LLP.

24 1.14. "Effective Date" means the date that the Gross Settlement Amount is fully funded
25 as agreed to in this Agreement.

26 1.15. "Employee Taxes" means all taxes, other than the employer's share of payroll
27 taxes, which are not a part of the Maximum Settlement Amount, are the sole responsibility of the
28 Participating Class Members or Class Representative.

1.16. "Employer Taxes" means the employer's share of any and all applicable federal, state, and local payroll taxes on the portion of Participating Class Members' Individual Settlement Payment that constitutes wages. The Employer Taxes will be paid separately by the Defendant and shall not be paid out of the Gross Settlement Amount.

1.17. "Final Approval Hearing" means the hearing held by the Court, pursuant to class action procedures and requirements, on the motion for final approval of the Settlement.

1.18. "Final Approval Date" means the date that the Court grants final approval of the Settlement.

1.19. "Final Judgment" means the Court's entry of an order of judgment in this Action following the Court's final approval of the Settlement.

1.20. "Gross Settlement Amount" means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Payments to Participating Class Members, Class Counsel Award, Class Counsel Costs, Settlement Administrator Costs, Class Representative Enhancement Award, Employee Taxes, and PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendant shall be required to pay is two hundred twenty-five thousand dollars (\$225,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and the Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their Individual Settlement Payment. This settlement sum is based on Defendant's representation that the class size is approximately forty-one (41) individuals and no more than two thousand six hundred sixteen (2,616) work weeks during the Class Period (March 19, 2019 to date of preliminary approval or sixty (60) days from the mediation date of July 27, 2021).

1.21. "Individual Settlement Payment" means the amount payable to each Participating Class Member, as calculated pursuant to Paragraph 3.21 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance.

1.22. "Net Settlement Amount" means the Gross Settlement Amount, less all of the

following: (i) the Class Representative Enhancement Award approved by the Court (not to exceed \$5,000.00); (ii) the Class Counsel Award approved by the Court (not to exceed \$75,000.00); (iii) the Class Counsel Costs approved by the Court (not to exceed \$10,000.00) (iv) the seventy-five percent (75%) of the PAGA Allocation approved by the Court, to be paid to the Labor Workforce Development Agency (LWDA); (v) the Class Administrator Costs approved by the Court (not to exceed \$5,000.00), (vi) any other fees or expenses (other than the Class Counsel Award and Class Counsel Costs) incurred by implementing the terms and conditions of this Agreement as approved by the Court.

1.23. "Non-Participating Class Member" shall mean a Settlement Class Member who submits a complete, valid and timely request to be excluded from the Settlement pursuant to the instructions provided in the Class Notice and/or who has signed a release with Defendant to resolve any claims as alleged in the Action.

1.24. "Notice of Objection" means a written statement of objection to the Settlement made and signed by a Settlement Class Member, and which includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.25. "Notice of Settlement" means the Notice of Class Action Settlement (substantially in the form attached hereto as **Exhibit "A"**).

1.26. "Notice Packet" means the Notice of Class Action Settlement, Notice of Eligible Work Weeks, the Request for Exclusion, and the Objection form.

1.27. "PAGA Allocation" means fifteen thousand dollars (\$15,000.00), allocated from the Gross Settlement Amount for the compromise of claims for civil penalties brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Per California Labor Code section 2699(i), eleven thousand two hundred fifty dollars (\$11,250.00), representing seventy five percent (75%) of the PAGA Allocation, will be paid to California's Labor Workforce Development Agency. The remaining three thousand seven hundred fifty dollars (\$3,750.00), representing

1 twenty five percent (25%) of the PAGA Allocation, shall be part of the Net Settlement Amount
2 to be distributed to Similarly Aggrieved Employees.

3 1.28. "PAGA Period" means the period from June 12, 2019 through the earlier of the
4 date of Preliminary Approval or sixty (60) days from the mediation date of July 27, 2021.

5 1.29. "Parties" means Plaintiff and Defendant collectively, and "Party" shall mean any
6 Plaintiff or any Defendant, individually.

7 1.30. "Plaintiff" means Luis Garcia.

8 1.31. "Plaintiff's General Released Claims" means, in addition to the releases made by
9 Participating Class Members, and Plaintiff, on behalf of himself, his heirs, successors, assigns,
10 executors, trustees, and estates, in exchange for the terms and conditions of this Agreement,
11 including the Class Representative Enhancement Award requested or as otherwise authorized by
12 the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to
13 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted
14 and unasserted, which Plaintiff had or may have had against the Released Parties, including
15 without limitation the Released Claims, whether sounding in tort, in contract, in law, in equity or
16 otherwise, and including but not limited to all claims for violation of any local, state, or federal
17 statute, rule, or regulation.

18 1.32. "Preliminary Approval Date" means the date the Court enters the Preliminary
19 Approval Order for the Settlement.

20 1.33. "Preliminary Approval Order" means the Proposed Order (filed concurrently with
21 this Settlement) for preliminary approval of the Settlement, as amended by the Court.

22 1.34. "Released Claims" means any and all known and unknown claims, debts,
23 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or
24 causes of action contingent or accrued for, arising out of the allegations and claims asserted in
25 the Action and PAGA notice submitted to the LWDA, or which could have been pled based on
26 the factual allegations in the Action including without limitation, all wage and hour claims for
27 unpaid wages including minimum wage payments, failure to pay wages during employment,
28 failure to pay overtime, failure to pay wages upon termination, uniform maintenance costs, meal

and rest break violations, wage statement violations and penalties, waiting time penalties, reimbursement, restitution and other equitable relief, disgorgement, conversion, unjust enrichment, civil and statutory penalties, interests, liquidated damages, punitive damages, attorneys' fees and costs, claims under California Labor Code sections, including but not limited to, 201-203, 204, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, and 2802, the applicable Industrial Welfare Commission Wage Orders, claims under California Business & Professions Code sections 17200-17204, penalties pursuant to the Private Attorneys General Act ("PAGA"), and any other benefit claims on account of the allegations asserted in the Action. As a material term of this Settlement, the Parties agree to amend the Complaint to allege class claims. The Amended Complaint is attached hereto as **Exhibit B**. In the event this settlement is not finalized, approved by the Court, fully funded and funds disbursed according to the terms set forth herein, the Parties agree that the operative pleading should revert back to the original Complaint Plaintiff filed on June 12, 2020. This release shall apply to all claims arising at any point during the Class Period.

1.35. "Released Parties" means Defendant, and all of its current, former, and future parents, owners, subsidiaries, partners, affiliated entities, predecessors and successors, and each of their respective agents, employees, officers, directors, spouses, partners, shareholders, agents, and any other successors, assigns, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the Released Claims.

1.36. "Request for Exclusion" means a Settlement Class Member's completed request for exclusion form to opt out of the Settlement in the format substantially similar to that attached hereto as **Exhibit C**.

1.37. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Settlement Class Members and shall be the last date on which Settlement Class Members may: (a) postmark a Request for Exclusion from the Settlement, or (b) postmark a Notice of Objection to the Settlement.

1.38. "Settlement" or "Agreement" means this Stipulation to Class Action Settlement and Release.

1 1.39. "Settlement Class Member(s)" or "Settlement Class" means all Settlement Class
2 Members who do not submit a valid and timely Request for Exclusion.

3 1.40. "Similarly Aggrieved Employees" means all current and former non-exempt,
4 hourly-paid employees and Sales Driver employees who worked for Defendant in the State of
5 California at any time from March 19, 2019 through the earlier of the date of Preliminary
6 Approval or sixty (60) days from the mediation date of July 27, 2021.

7
8 **2. RECITALS**

9 2.1. Class Certification. The Parties stipulate and agree to the conditional certification
10 of this Action for purposes of this Settlement only. Should the Settlement not become final and
11 effective, class certification shall immediately be set aside (subject to further proceedings on
12 motion of any party to certify or deny certification thereafter), the Settlement shall be deemed
13 null and void, and will be of no force or effect whatsoever, and will not be referred to or utilized
14 for any purpose whatsoever. The Parties' willingness to stipulate to class certification as part of
15 the Settlement shall have no bearing on and shall not be admissible in or considered in connection
16 with, the issue of whether a class should be certified in a non-settlement context in this Action
17 and shall have no bearing on and shall not be admissible or considered in connection with the
18 issue of whether a class should be certified in any other lawsuit. Furthermore, the Parties are
19 entering into this Settlement on a conditional basis, and this Agreement is contingent upon the
20 Court entering an order granting conditional certification of a class for settlement purposes only.

21 2.2. Procedural History.

22 Defendant manufactures chemicals, parts, and equipment used in car care products and
23 car wash parts. During the Class Period, Defendant employed Plaintiff and the Settlement Class
24 at 412 W. Anaheim St., Wilmington, California 90744.

25 On June 12, 2020, Plaintiff filed a representative action pursuant to the Private Attorneys
26 General Act ("PAGA"), against Defendant alleging: (1) failure to pay all wages, including
27 minimum wage and overtime; (2) failure to provide meal periods; (3) failure to provide rest
28 periods; (4) failure to pay wages due at separation of employment; (5) failure to provide accurate

1 and itemized wage statements; and (6) failure to reimburse for necessary business expenditures
2 or losses in discharge of duties. Plaintiff's complaint is made on behalf of himself and all current
3 and former non-exempt hourly-paid employees and Sales Driver employees who worked for
4 Defendant in the State of California at any time from March 19, 2019 through the earlier of the
5 date of Preliminary Approval or sixty (60) days from the mediation date of July 27, 2021.

6 Settlement Negotiations. On July 27, 2021, the Parties participated in private mediation
7 with Hon. Carl J. West (Ret.), a well-respected, experienced mediator in the field of wage and
8 hour class actions. Prior to the mediation, Class Counsel had served Defendant with formal
9 written discovery. Subsequently, the Parties agreed to stay all formal discovery responses in light
10 of the pending mediation. Instead, Defendant provided Plaintiff with a 30% random sampling of
11 time and pay records that allowed Plaintiff to conduct a thorough damages analysis. The discovery
12 and investigation included, among other things: (1) inspection and analysis of employee
13 documents and data, including personnel file, time and payroll records, employment policies and
14 procedures, and other relevant documents; (2) evaluation of legal positions taken by Defendant;
15 (3) evaluation of potential class-wide damages and PAGA penalties; and (4) review and research
16 of applicable law with respect to the claims and potential defenses brought by Defendant. Class
17 Counsel has prosecuted this Class Action, and Defendant has vigorously denied Plaintiff's
18 allegations. The Parties have engaged in sufficient discovery and investigation to assess the
19 relative merits of the claims and contentions of the Parties. Based on this information and the
20 settlement discussions during the mediation conducted at arm's length, the Parties came to an
21 agreement on July 27, 2021. The Settlement is the result of an informed and detailed evaluation
22 of the potential liability of total exposure in relation to the costs and risks associated with
23 continued litigation of the Action.

24 2.3. Benefits of Settlement-to-Settlement Class Members. Plaintiff and Class Counsel
25 recognize the length of continued proceedings necessary to litigate their disputes through
26 certification, trial, and any possible appeal. Plaintiff and Class Counsel have also taken into
27 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
28 inherent in such litigation, including, but not limited to, the risks related to a contested motion for

1 class certification and the risks related to liability raised by the issues in this case. Plaintiff and
2 Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims
3 asserted in the Action and the difficulties in establishing damages for the Settlement Class
4 Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to
5 enter into a settlement that confers substantial relief upon Settlement Class Members. Based on
6 the foregoing, Plaintiff and Class Counsel have determined that this Settlement is fair, adequate,
7 and reasonable and is in the best interests of the Settlement Class Members.

8 2.4. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.

9 Defendant contends that the Settlement Class Members were properly and timely paid all wages
10 owed, including, but not limited to, all straight time and overtime, and were provided all meal or
11 rest periods required under California law. However, Defendant has concluded that any further
12 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
13 of time, energy and resources of Defendant have been spent and, unless this Settlement is made,
14 will continue to be devoted to the defense of the claims asserted by Plaintiff and Settlement Class
15 Members. Defendant has also taken into account the risks of further litigation in reaching its
16 decision to enter into this Settlement. Defendant has concluded that further proceedings in the
17 Action would be protracted and expensive and that it is desirable that the Action be fully and
18 finally settled in the manner and upon the terms and conditions set forth in this Settlement in order
19 to dispose of burdensome and protracted litigation, to permit the operation of Defendant's
20 business without further expensive litigation and the distraction and diversion of its personnel
21 with respect to matters at issue in the Action. Defendant has also taken into account the
22 uncertainty and risks inherent in any litigation, especially in complex cases such as this Action.
23 Defendant has therefore determined that it is desirable and beneficial to it that the Action be
24 settled in the manner and upon the terms and conditions set forth in this Settlement.

25 2.5. No Admissions. The Parties understand and agree that this Settlement is the result
26 of a good faith compromise of disputed claims and allegations, and Defendant is entering into this
27 Settlement solely to resolve questionable and disputed matters. No part of this Settlement or any
28 conduct or written or oral statements made in connection with this Settlement, whether or not the

1 Settlement is finally approved and/or consummated, may be offered as or construed to be an
2 admission or concession of any kind by any of the Parties. In particular, but without limiting the
3 generality of the foregoing, nothing about this Settlement shall be offered or construed as an
4 admission that Defendant violated any of its obligations under the California Labor Code, or of
5 liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the
6 part of Defendant and/or Released Parties. In addition, this Settlement shall not be offered or be
7 admissible in evidence against any of the Parties or any of the Released Parties, except in any
8 action or proceeding brought by or against Plaintiff, the Settlement Class Members, or Defendant
9 to enforce its terms. The provision of this paragraph shall become effective when this Settlement
10 is signed and shall be binding on the Parties and their counsel regardless of whether the Settlement
11 is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

12 2.6. Settlement Class Members' Claims. Plaintiff claims that the Released Claims
13 have merit and give rise to liability on the part of Defendant. This Settlement is a compromise of
14 disputed claims. Nothing contained in this Settlement and no documents referred to herein, nor
15 any action taken to carry out this Settlement, may be construed or used as an admission by or
16 against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
17 claims asserted.

18 2.7. Defendant's Defenses. Defendant has denied and continues to deny each, and all
19 of, the allegations, claims, and contentions alleged by Plaintiff in the Action. Defendant has
20 expressly denied and continues to deny all charges of wrongdoing or liability against each of them
21 arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant
22 contends that it complied in good faith with California and federal wage-and-hour laws and has
23 dealt legally and fairly with Plaintiff and Settlement Class Members and Similarly Aggrieved
24 Employees. Defendant further denies that, for any purpose other than settling the Action, these
25 claims are appropriate for class or representative treatment.

26 2.8. Gross Amount Payable by Defendant. Under the terms of this Settlement, the total
27 amount payable by Defendant shall not exceed the Gross Settlement Amount of two hundred
28 twenty-five thousand dollars (\$225,000.00) as provided by this Agreement, exclusive of the

1 employer's normal share of any payroll taxes attributable to the Individual Settlement Payments
2 allocated to wages. Defendant shall pay the employer's share of taxes separate and apart from the
3 Gross Settlement Amount.

4 **3. TERMS OF SETTLEMENT**

5 The Parties agree as follows:

6 3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
7 Members, subject to the terms and conditions hereof as well as the conditions precedent stated
8 herein, including but not limited to the Court's approval.

9 In other words, the Parties enter into this Agreement on a conditional basis. The
10 Settlement and this Agreement are contingent upon, and will become final only upon the
11 occurrence of, the Court granting preliminary approval and conditional class certification; setting
12 and conducting a fairness hearing; entering an order granting final approval of the Settlement
13 consistent with the terms described herein; and any challenges to the Settlement of any kind being
14 resolved in favor of enforcing the Settlement. This Agreement shall be deemed null and void *ab*
15 *initio* unless each of the stated conditions occur.

16 In the event the Settlement is not granted final approval by the Court, or if any other
17 conditions are not met, the Parties agree that they will be returned to their original positions as if
18 the mediation did not take place. In that event, the Parties agree to take all reasonable and
19 necessary steps to return the case to the "status quo" as it existed on July 27, 2021, and Plaintiff
20 waives any argument it could otherwise make that Defendant cannot contest class certification on
21 the basis that it previously entered into this Agreement.

22 3.2. Release by Plaintiff and All Settlement Class Members.

23 3.2.1. Release by Plaintiff and All Settlement Class Members. As of the
24 Effective Date, all Settlement Class Members, including Plaintiff, who do not opt out of the
25 Settlement, will be deemed to have fully, finally and forever released, settled, compromised,
26 relinquished, and discharged the Released Parties from the Released Claims. Settlement Class
27 Members, including Plaintiff, who do not opt out of the Settlement will be deemed to have
28

1 released any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
2 other action of any kind by each and all of the Settlement Class Members (including participation
3 to any extent in any class or collective action), to obtain any recovery against the Defendant that
4 is reasonably related to the Released Claims, for harms arising during the Class Period.

5 3.2.2. Release by Plaintiff Only. As of the Effective Date, Plaintiff will
6 be deemed to have fully, finally and forever released, settled, compromised, relinquished, and
7 discharged any and all claims, liabilities, demands, damages, fees, costs, obligations, and/or
8 causes of action against the Released Parties, of any kind, nature or description whatsoever,
9 whether in tort, contract, or for violation of any other state or federal statute, law or regulation,
10 arising at any prior to, up to and including, the date Plaintiff executes this Agreement, with the
11 sole exception of claims which cannot be released as a matter of law, including workers
12 compensation claims (hereafter in this paragraph "Plaintiff's Released Claims"). With respect to
13 Plaintiff's Released Claims, Plaintiff shall be deemed to have, and by operation of the Final
14 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law,
15 the provisions, rights, and benefits of section 1542 of the California Civil Code, or any other
16 similar provision under federal or state law, which section provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
18 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
19 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
20 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
21 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
22 **DEBTOR OR RELEASED PARTY.**

23 Plaintiff may hereafter discover facts in addition to or different from those he now knows
24 or believes to be true with respect to the subject matter of the Plaintiff's General Released Claims,
25 but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment
26 shall have, fully, finally, and forever settled and released any and all of the Plaintiff's General
27 Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-
28 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
existing or coming into existence in the future, including, but not limited to, conduct that is

negligent, intentional, with or without malice or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff agrees not to sue or otherwise make a claim against any of the Released Parties for any of Plaintiff's General Released Claims.

3.3. Tax Liability. The Parties understand and agree that the Parties are not providing and have not provided tax or legal advice. Participating Class Members will remain responsible for any Employee Taxes. Participating Class Members will assume any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages (a W-2 will be issued) and ninety percent (90%) as interest and penalties (a IRS Form 1099 will be issued). Any required payroll deductions will be based on this apportionment. The Parties agree that, in the event that any taxing body determines that additional employee taxes are due from any Participating Class Member, such Participating Class Members assume all responsibility for the payment of such taxes.

3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this

1 Settlement.

2 3.5. Settlement Approval and Implementation Procedures. As part of this Settlement,
3 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
4 the Settlement, conditionally certifying the Settlement Class, notifying Settlement Class Members
5 of the Settlement, obtaining the Court's final approval of the Settlement, and processing the
6 Individual Settlement Payments.

7 3.6. Preliminary Approval and Certification. As soon as practicable after execution of
8 this Settlement, but no later than forty-five (45) days thereafter, the Parties will jointly submit this
9 Settlement to the Court for its preliminary approval, by filing a motion for approval of the
10 settlement. Plaintiff will prepare and file the motion, and Defendant will cooperate in this process.
11 The Parties agree said motion shall move the Court for an order granting preliminary approval of
12 this Agreement; conditionally certifying a class under Code Civ. Proc. § 382, for settlement
13 purposes only; approving the notices to be provided; approving the procedure set forth herein for
14 requests for exclusion; and scheduling a hearing for final approval of the Settlement. Such
15 submission will include this Settlement, the proposed Notice Packet, the proposed Preliminary
16 Approval Order, and any memoranda and evidence as may be necessary for the Court to determine
17 that this Settlement is fair, adequate, and reasonable. The Parties agree to request the Court enter
18 an order conditionally certifying the Settlement Class after the preliminary approval hearing, in
19 accordance with California Rules of Court, Rule 3.769(c).

20 3.7. Class Information. No more than thirty (30) calendar days after the entry of the
21 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
22 Information for purposes of mailing Notice Packets to Settlement Class Members, including: (1)
23 Settlement Class Member's full name; (2) Settlement Class Member's last known physical
24 address; (3) Settlement Class Member's social security number; (4) Settlement Class Member's
25 employee identification number (if available); and (5) Settlement Class Member's hire date and,
26 if applicable, termination date. The Class Information, and any information provided by
27 Defendant to the Settlement Administrator, shall be treated as confidential and not subject to
28 disclosure to Class Counsel. The Settlement Administrator shall use commercially reasonable

1 efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or
2 unauthorized disclosure or use of such data other than as provided for by the Settlement. The
3 Settlement Administrator shall ensure that the Class Notice and any other communications to
4 Settlement Class Members shall not include the Settlement Class Members' social security
5 number, except for the last four (4) digits, if necessary.

6 Defendant's records will be presumed determinative with respect to whether an
7 individual is a Settlement Class Member and the Settlement Class Member's hire and termination
8 dates.

9 3.8. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
10 Settlement Administrator will perform a search on the National Change of Address database to
11 update the Settlement Class Members' addresses. The Settlement Administrator shall exercise
12 its best judgment to determine the current mailing address for each Settlement Class Member.
13 The address identified by the Settlement Administrator as the current mailing address shall be
14 presumed to be the best mailing address for each Settlement Class Member. No more than ten
15 (10) calendar days after receiving the Class Information from Defendant, as provided herein, the
16 Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members
17 by regular First-Class U.S. Mail. It will be conclusively presumed that, if an envelope so mailed
18 has not been returned within twenty (20) days of the mailing, the Settlement Class Member
19 received the Notice Packet.

20 3.9. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as undeliverable on or before the forty-five (45) day Response Deadline shall be
22 re-mailed to the forwarding address affixed thereto.

23 3.10. For each Settlement Class Member whose Notice Packet is returned, there will be
24 one (1) skip trace performed by the Settlement Administrator. If an updated mailing address is
25 identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class
26 Member. One (1) supplemental Notice Packet shall be mailed to each Settlement Class Member
27 whose original Notice Packet is returned as undeliverable to the Settlement Administrator. Such
28 re-mailing shall be made within five (5) business days of the Settlement Administrator receiving

1 notice that the respective Notice Packet was undeliverable.

2 3.11. Settlement Class Members to whom Notice Packets are resent after having been
3 returned undeliverable to the Settlement Administrator, during the entire period before the
4 Response Deadline, shall have an additional fourteen (14) calendar days from the date of re-
5 mailing, or until the forty-five (45) day period before the Response Deadline has expired,
6 whichever is later, to mail a completed Request for Exclusion or a Notice of Objection. Notice
7 Packets that are resent shall inform the recipient of this adjusted deadline. The date of the
8 postmark on the return envelope shall be the exclusive means used to determine whether a
9 Settlement Class Member has returned his or her Request for Exclusion on or before the adjusted
10 deadline. It will be conclusively presumed that if an envelope so mailed has not been returned
11 within twenty (20) days of the mailing, that the Settlement Class Member received the Notice
12 Packet. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator
13 more than once as undeliverable, then an additional Notice Packet shall not be re-mailed. Nothing
14 further shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to
15 provide notice of the proposed Settlement.

16 3.12. Compliance with the procedures specified in paragraphs 3.9-3.12 of this
17 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
18 Settlement and shall satisfy the requirement of due process. In the event the procedures set forth
19 herein are followed and the intended recipient of a Notice Packet still does not receive the Notice
20 Packet, the intended recipient will be a Participating Class Member and will be bound by all terms
21 of the Settlement and the Final Judgment entered by the Court. Nothing else shall be required of,
22 or done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the proposed
23 Settlement.

24 3.13. Disputes. Settlement Class Members will have the opportunity during the forty-
25 five (45) day period before the Response Deadline, should they disagree with Defendant's records
26 regarding their weeks worked during the Class Period, to provide documentation and/or an
27 explanation to show contrary weeks worked. For a Settlement Class Member's dispute to be
28 considered, the Settlement Class Member must fully complete the Notice of Eligible Work Weeks

1 form and timely return it to the Settlement Administrator. Settlement Class Members will have
2 forty-five (45) days after the date the Notice Packet is mailed by the Settlement Administrator to
3 mail in a dispute, including any supporting evidence the Settlement Class Member may have.
4 The date of the postmark of the return mailing envelope shall be the exclusive means used to
5 determine whether a dispute has been timely submitted to the Settlement Administrator. If there
6 is a dispute, the Settlement Administrator will consult with the Parties' counsel to determine
7 whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility
8 for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement.
9 The Settlement Administrator's determination of the eligibility for and amount of any Individual
10 Settlement Payment shall be binding upon the Settlement Class Members and the Parties.

11 3.14. Exclusions (Opt-Outs). The Notice Packet shall state that Settlement Class
12 Members who wish to exclude themselves from the Settlement must submit a Request for
13 Exclusion Form by the Response Deadline. The Request for Exclusion: (1) must contain the
14 name, address, and the last four (4) digits of the Social Security number of the Settlement Class
15 Member requesting exclusion or the Employee Identification Number, (2) must be signed by the
16 Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned
17 to the Settlement Administrator at the specified address. No Requests for Exclusion may be made
18 by a Settlement Class Member on behalf of another Settlement Class Member or a group of
19 Settlement Class Members. If the Request for Exclusion does not contain the information listed
20 in (1)-(2), it will not be deemed valid for exclusion from this Settlement. The date of the postmark
21 on the return-mailing envelope shall be the exclusive means used to determine whether a Request
22 for Exclusion has been timely submitted. Any Settlement Class Member who requests to be
23 excluded from the Settlement will not be entitled to any recovery under the Settlement and will
24 not be bound by the terms of the Settlement. Settlement Class Members who receive a Notice
25 Packet but fail to submit a valid and timely Request for Exclusion on or before the Response
26 Deadline, shall be bound by all terms of the Settlement and any Final Judgment entered in this
27 Action if the Settlement is approved by the Court. At no time shall any of the Parties or their
28 counsel seek to solicit or otherwise encourage or cause, directly or indirectly, members of the

1 Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not
2 represent or advise any Settlement Class Member with respect to any such Requests for
3 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also
4 submit a Notice of Objection. Regardless of whether a Settlement Class Member submits a timely
5 Request for Exclusion, if the Settlement Class Member worked during the PAGA period, the
6 Settlement Class Member shall still be entitled to an Individual Settlement Payment from the
7 PAGA allocation as a Similarly Aggrieved Employee and will be bound by settlement of the
8 PAGA claim.

9 3.15. Objections. The Notice Packet shall state that Settlement Class Members who
10 wish to remain Participating Class Members, but desire to object to the Settlement, must not
11 submit a Request for Exclusion and must submit a written statement of objection (“Notice of
12 Objection”) by the Response Deadline to the Settlement Administrator. The Notice of Objection
13 must be signed by the Settlement Class Member and state: (1) the full name of the Settlement
14 Class Member; (2) the dates of employment of the Settlement Class Member; (3) the Settlement
15 Class Member’s Social Security number or the Employee ID number; (4) the basis for the
16 objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval
17 Hearing. The Notice of Objection must be postmarked by the Response Deadline and returned to
18 the Settlement Administrator at the specified address. Within five (5) calendar days of receiving
19 a notice of objection from a Settlement Class Member, the Settlement Administrator shall forward
20 the Notice of Objection to Class Counsel and Defense Counsel. The Parties will thereafter lodge
21 the Settlement Class Member’s Notice of Objection with the Court. Settlement Class Members,
22 regardless of whether or not they submit a timely Notice of Objection, will have a right to appear
23 at the Final Approval Hearing, with or without an attorney, in order to have their objections heard
24 by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise
25 encourage or cause, directly or indirectly, Settlement Class Members to object to the Settlement
26 or appeal from the Final Judgment. Class Counsel shall not represent or advise any Settlement
27 Class Members with respect to any such objections or appeals.

28 3.16. Plaintiff’s Participation. By executing this Settlement, Plaintiff hereby stipulates

he will not object to or seek to exclude himself from the Settlement in anyway.

3.17. Funding of the Gross Settlement. This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. Defendant shall fully fund the Settlement as follows: (1) an initial installment of one hundred twelve thousand five hundred dollars (\$112,500,000) shall be paid on the later of thirty (30) days after final approval or twelve (12) months from today, and (2) one hundred twelve thousand, five hundred dollars (\$112,500.00) six (6) months after the initial payment. No payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount is fully funded. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded. If Defendant defaults as set forth in paragraph 3.34 of this Agreement, Plaintiff and all Participating Class Members will be able to pursue all claims that existed as of the date of mediation on July 27, 2021, and the Settlement becomes null and void.

3.18. No more than five (5) business days after the Gross Settlement Amount is fully funded, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount payments for (1) Class Representative Enhancement Award, as specified in this Settlement and approved by the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court; and (5) the seventy-five percent (75%) portion of PAGA Allocation to be paid to the LWDA, as specified in this Settlement and approved by the Court. The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.20 and 3.21.

3.19. Individual Settlement Payments. Each Participating Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by the Participating Class Member during the Class Period and PAGA period, as a proportion of all weeks worked by all Participating Class

Members during the Class Period and PAGA period. Individual Settlement Payments shall be paid pursuant to the formula set forth in Paragraph 3.21 below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15) calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages; and ninety percent (90%) as interest and penalties. Employee Taxes will be deducted from the "wage" portion of each Individual Settlement Payment. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

3.20. Individual Settlement Payment Formula. After deducting the Class Counsel Award and Class Counsel Costs, the appropriate portion of the PAGA Allocation to be paid to the LWDA, Class Representative Enhancement Award, and Settlement Administration Costs, the remaining funds (the "Net Settlement Amount") will be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Participating Class Members worked during the Class Period in order to determine the amount each Participating Class Member is entitled to for each workweek he or she worked during the Class Period (the "Class Weekly Amount"). The Settlement Administrator shall divide the employee portion of the PAGA Allocation (\$3,750.00) by the total number of workweeks Similarly Aggrieved Employees worked during the PAGA Period in order to determine the amount each Similarly Aggrieved Employee is entitled to for each workweek he or she worked during the PAGA Period (the "PAGA Weekly Amount"). The Settlement Administrator will multiply the Class Weekly Amount by the estimated total number of workweeks that each Participating Class Member worked during the Class Period to determine the Individual Class Payment. The Settlement Administrator will multiply the PAGA Weekly Amount by the

1 estimated total number of workweeks that each Similarly Aggrieved Employee worked during
2 the PAGA Period to determine the Individual PAGA Payment. The Participating Class Members'
3 gross Individual Settlement Payment is the sum of their Individual Class Payment and Individual
4 PAGA Payment. The Settlement Administrator will then deduct Employee Taxes attributable to
5 wages to arrive at the net Individual Settlement Payment for each respective Participating Class
6 Member. Defendant shall have no responsibility for deciding the validity of any Individual
7 Settlement Payment or any other payments made pursuant to this Settlement, shall have no
8 involvement in or responsibility for the determination or payment of Employee Taxes, and shall
9 have no liability for any errors made with respect to such Employee Taxes.

10 3.21. Settlement Class Members are not eligible to receive any compensation other than
11 the Individual Settlement Payment, and they may only receive an Individual Settlement Payment
12 if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement.
13 Plaintiff, however, is also eligible to receive a Class Representative Enhancement Award.
14 Regardless of whether a Settlement Class Member submits a timely Request for Exclusion, if the
15 Settlement Class Member worked during the PAGA period, the Settlement Class Member shall
16 still be entitled to an Individual Settlement Payment as a Similarly Aggrieved Employee for the
17 employee portion of the PAGA Allocation.

18 3.22. No benefit, including but not limited to pension benefits, shall increase or accrue
19 as a result of any payment made pursuant to this Settlement.

20 3.23. If a check for an Individual Settlement Payment is returned to the Settlement
21 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a
22 valid mailing address by performing a skip trace search. If another address is identified, the
23 Settlement Administrator shall mail the check to the newly identified address. If an Individual
24 Settlement Payment check is returned to the Settlement Administrator a second time as
25 undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that check.
26 Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days
27 after issuance shall be voided. The Settlement Administrator shall forward all voided settlement
28 checks to the California State Controller's Office's Unclaimed Property Division. The Settlement

1 Administrator shall also compile a list of the Participating Class Members for whom their funds
2 were deposited with the California State Controller's Office's Unclaimed Property Division. In
3 such event, the Participating Class Member shall nevertheless remain bound by the Settlement.
4 The Parties agree that good cause exists for the Court to approve this distribution because the
5 unclaimed funds include unclaimed wages of employees that will be held by the State of
6 California for the benefit of these employees, who may request receipt of payment from the
7 California State Controller's Office's Unclaimed Property Division.

8 3.24. Class Representative Enhancement Award. Defendant agrees not to oppose or
9 object to any application or motion by Plaintiff for a Class Representative Enhancement Award,
10 not to exceed five thousand dollars (\$5,000.00) for Plaintiff as consideration for Plaintiff's time
11 and effort in bringing and prosecuting this matter. The Class Representative Enhancement Award
12 shall be paid to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
13 days after the Gross Settlement Amount is fully funded. The Settlement Administrator shall issue
14 an IRS Form 1099 — MISC to Plaintiff for his Class Representative Enhancement Award.
15 Plaintiff shall be solely and legally responsible for payment of all applicable taxes on his Class
16 Representative Enhancement Award and shall hold Defendant harmless from any claim or
17 liability for any employee share of taxes, penalties, or interest arising as a result of the Class
18 Representative Enhancement Award. The Class Representative Enhancement Award shall be in
19 addition to Plaintiff's Individual Settlement Payment as a Participating Class Member. In the
20 event that the Court awards a lesser amount than the Class Representative Enhancement Award
21 requested, then any portion of the requested amount not awarded to Plaintiff shall be added to the
22 Net Settlement Amount. Plaintiff shall not have the right to revoke his agreement to the
23 Settlement on the grounds the Court did not approve any or all of his request for a Class
24 Representative Enhancement Award.

25 3.25. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any
26 application or motion by Class Counsel for a Class Counsel Award, in an amount not to exceed
27 seventy-five thousand dollars (\$75,000.00), and Class Counsel Costs, in an amount not to exceed
28 ten thousand dollars (\$10,000.00) from the Gross Settlement Amount. The Class Counsel Award

1 and Class Counsel Costs shall be paid no later than fifteen (15) calendar days after the Gross
2 Settlement Amount is fully funded. Class Counsel shall be solely and legally responsible to pay
3 all applicable taxes on the payments made pursuant to this paragraph. The Settlement
4 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made
5 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
6 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class
7 Counsel for the Class Counsel Award and Class Counsel Costs and not granted by the Court shall
8 be part of the Net Settlement Amount.

9 3.26. PAGA Settlement Allocation. Subject to Court approval, the Parties shall allocate
10 a total of fifteen thousand dollars (\$15,000.00) from the Gross Settlement Amount for the
11 compromise of claims for civil penalties brought under the PAGA (the "PAGA Allocation"). Per
12 California Labor Code section 2699(i), eleven thousand two hundred fifty dollars (\$11,250.00),
13 representing seventy-five percent (75%) of the PAGA Allocation, will be paid to California's
14 Labor Workforce Development Agency. The remaining three thousand seven hundred fifty
15 dollars (\$3,750.00), representing twenty-five percent (25%) of the PAGA Allocation, shall be
16 part of the Net Settlement Amount to be distributed to Similarly Aggrieved Employees as part of
17 their Individual Settlement Payments.

18 3.27. Right to Revoke. Either Party has the right in its sole and exclusive discretion to
19 terminate and withdraw from the Settlement at any time prior to the Date of Final Approval if any
20 of the following occur: (1) more than 5% of the Settlement Class Members timely and validity
21 opt out of the Settlement; (2) the Settlement is construed in such a fashion that Defendant is
22 required to pay more than the Maximum Settlement Amount, except for its portion of required
23 payroll taxes and as set forth in Paragraph 2.8 above; or (3) the Court does not certify the
24 Settlement Class as described herein or approve the releasing of all of the Settlement Class
25 Member Released Claims and/or the Class Representative Released Claims as defined herein or
26 otherwise makes an order materially inconsistent with any of the terms of this Settlement
27 Agreement; or (4) the Court does not grant preliminary or final approval of the Settlement. If,
28 for any reason, the Settlement is not approved by the Court or if a Party terminates and withdraws

from the Settlement pursuant to this paragraph, this Settlement Agreement and any related settlement documents shall be null and void and any class certified for settlement purposes will be vacated. In such an event, neither the Settlement Agreement the settlement documents nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses and to dispute the propriety of class certification on all applicable grounds. Additionally, in such event, the Class Representative shall retain all rights to proceed with litigation, including moving the Court for an order certifying the proposed classes. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one (1) of the above enumerated events has occurred.

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

3.29. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of administration are not to exceed five thousand dollars (\$5,000.00), unless the court approves a higher amount.

The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth in this Settlement, to Participating Class Members and/or Similarly Aggrieved Employees, calculated in accordance with the methodology set out in this Settlement and orders

of the Court. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

The Settlement Administrator shall be responsible for: processing and mailing all court-approved payments to the Plaintiff, Class Counsel, Participating Class Members and/or Similarly Aggrieved Employees, and the LWDA; printing and mailing the Notice Packets to the Settlement Class Members as called for in this Settlement and ordered by the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by Settlement Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be Settlement Administration Costs. The Settlement Administrator shall be paid the Settlement Administration Costs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement Amount is fully funded.

3.30. Final Approval Hearing. At a reasonable time following the Response Deadline, the Court shall hold the Final Approval Hearing, at which objections, if any, may be heard, and the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class Counsel Costs, (iii) the Class Representative Enhancement Award, (iv) the PAGA Allocation; and (v) the Settlement Administration Costs.

3.31. Entry of Final Judgment. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request the Court enter the Final Judgment after the Gross Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court grants final approval to the Settlement, notice

of Final Approval shall be posted on the Settlement Administrator's website, at www.phoenixclassaction.com.

3.32. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Participating Class Members pursuant to this Settlement will not count as earnings or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly understood and agreed that the receipt of Individual Settlement Payment shall not entitle any Participating Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided for in this Settlement are the sole payments to be made by Defendant to Participating Class Members in connection with this Settlement, with the exception of Plaintiff's Class Representative Enhancement Award as approved by the Court, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments. Furthermore, the receipt of Individual Settlement Payments by Participating Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Participating Class Member(s) and Defendant.

3.33. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason; this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, any funds that Defendant deposited with the Settlement Administrator shall be returned to Defendant and the Parties shall be returned to their respective statuses as of the date of the mediation on July 27, 2021, and the Parties shall proceed in all respects as if this Settlement had not been executed, except that any costs and fees already

1 incurred by the Settlement Administrator shall be paid jointly by the Parties. In the event an
2 appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
3 administration of the Settlement shall be stayed pending final resolution of the appeal or other
4 appellate review, and any other payments required hereunder by Defendant will not be paid
5 pending the completion and final resolution of the appeal, and any payment thereafter will: (1)
6 occur only if the Final Judgment is upheld after all appeals; and (2) be in a manner that is provided
7 for in the Settlement and in the Final Judgment.

8 3.34. No Admission by the Parties. Defendant denies any and all claims alleged in this
9 Action and denies all wrongdoing whatsoever. Neither this Settlement, nor any of its terms and
10 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
11 shall be used against Defendant as an admission or indication with respect to any claim of any
12 fault, concession, or omission by Defendant or that class certification is proper under the standard
13 applied to contested certification motions. The Parties stipulate and agree to the certification of
14 the proposed class for settlement purposes only. The Parties further agree that this Settlement will
15 not be admissible in this or any other proceeding as evidence that either: (i) a class action should
16 be certified or (ii) Defendant or the Released Parties are liable to Plaintiff or any Settlement Class
17 Member, other than according to the terms of this Settlement.

18 3.35. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
19 the interpretation, calculation or payment of settlement claims, or other disputes regarding
20 compliance with this Settlement shall be resolved as follows:

21 3.35.1. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
22 Members, or Defendant, at any time believe that the other Party or Parties have breached or acted
23 contrary to the Settlement, that Party shall notify the other Party or Parties through counsel in
24 writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the
25 responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond
26 to the initiating Party through counsel with the reasons why the Party disputes all or part of the
27 allegation.

28 3.35.2. If the response does not address the alleged violation to the initiating

1 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10)
2 calendar days to resolve their differences.

3 3.35.3. If thereafter, the Parties still cannot resolve the dispute, the Parties may
4 utilize the services of Hon. Carl J. West (Ret.) in a good-faith attempt to mediate
5 and resolve the dispute, if they mutually agree to do so.

6 3.35.4. If the Parties are unable to resolve their differences after twenty (20)
7 additional calendar days, either Party may file an appropriate motion for
8 enforcement with the Court.

9 3.36. Exhibits and Headings. The terms of this Settlement include the terms set forth in
10 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
11 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the
12 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
13 for convenience of reference only and do not constitute a part of this Settlement.

14 3.37. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
15 Action and thereafter implement and complete the Settlement.

16 3.38. Amendment or Modification. This Settlement may be amended or modified only
17 by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-
18 interest.

19 3.39. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
20 agreement among these Parties, and no oral or written representations, warranties or inducements
21 have been made to any Party concerning this Settlement or its exhibits, other than the
22 representations, warranties and covenants contained and memorialized in the Settlement and its
23 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
24 on the Parties with respect to the matters resolved herein.

25 3.40. Authorization to Enter into Settlement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this
27 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
28 pursuant to this Settlement to effectuate its terms, and to execute any other documents required

1 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
2 other and use their best efforts to affect the implementation of the Settlement. In the event the
3 Parties are unable to reach agreement on the form or content of any document needed to
4 implement the Settlement, or on any supplemental provisions that may become necessary to
5 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
6 such disagreement. The person signing this Settlement on behalf of Defendant represents and
7 warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff
8 represents and warrants that he is authorized to sign this Settlement and that he has not assigned
9 any claim, or part of any claim, covered or released by this Settlement.

10 3.41. Binding on Successors and Assigns. This Settlement shall be binding upon, and
11 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 3.42. No Prior Assignments. The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
14 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
15 action, cause of action or right herein released and discharged.

16 3.43. California Law Governs. All terms of this Settlement and the exhibits hereto shall
17 be governed by and interpreted according to the laws of the State of California.

18 3.44. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
19 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
20 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
21 present and potential.

22 3.45. Jurisdiction of the Court. In accordance with California Rules of Court, rule
23 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
24 implementation, and enforcement of the terms of this Settlement and all orders and judgments
25 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
26 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
27 orders and judgments entered in connection therewith.

28 3.46. Invalidity of Any Provision. Before declaring any provision of this Settlement

invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable precedents.

3.47. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

3.48. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

3.49. Publicity. The Parties agree not to disclose the terms or amount of this Settlement to any third parties prior to the filing of the motion for approval of the Settlement with the Court. Plaintiff and Class Counsel further agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Action and/or the fact, amount, or terms of the Settlement. However, for marketing purposes, Class Counsel may refer to the settlement amount and the nature of the case without identifying any of the Parties directly or indirectly or providing any information that would potentially reveal the identity of the Parties or any of them. Before the date of the filing of the motion for preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate any contact with Settlement Class Members about the Settlement, except that: (a) Class Counsel, if contacted by a Settlement Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a Settlement Class Member, may respond only that the Settlement Class Member should contact Class Counsel. Neither Plaintiff nor Class Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. If contacted by the media regarding the Settlement, Class Counsel shall state, "It is a fair settlement, and we are happy with the results." Additionally, no Party or their counsel shall disparage the Settlement or a Party, including Released Parties. Nothing in this paragraph shall prevent Class Counsel from

1 carrying out their duties. Except as provided for explicitly herein, Plaintiff, Plaintiff's Counsel,
2 Defense Counsel, and management personnel of Defendant shall not make any comments about
3 the Action or Settlement and will refer inquiries to the Settlement Administrator as necessary.

4 3.50. Non-Disparagement. Plaintiff agrees and promises that he will not undertake or
5 engage in any harassing or disparaging conduct directed at Released Parties and that he will
6 refrain from making any negative, detracting, derogatory, or unfavorable statements about
7 Released Parties. Plaintiff further agrees he will not act in any manner that damages the operation
8 or reputation of Released Parties. To the extent permitted by law, Plaintiff agrees that he will not
9 counsel or assist any attorneys or clients in the presentation or prosecution of any disputes and/or
10 differences by any third party against Released Parties unrelated to this Action, including as a
11 voluntary witness, except pursuant to a lawfully issued subpoena or other order by a court or
12 agency of competent jurisdiction.

13 The Parties agree that this is a material term of this Agreement. Plaintiff acknowledges
14 that a breach of any of the covenants set forth in this paragraph will cause substantial harm to the
15 Released Parties, including but not limited to, the cost of prosecuting any claims against Plaintiff.

16 3.51. Neutral Employment Reference. Plaintiff agrees to direct any employment
17 references to Defendant's Human Resources Department. In response to any such inquiry,
18 Defendant agrees to direct its Human Resources to provide the following information: (i) dates
19 of employment; and (ii) last position held.

20 3.52. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
21 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
22 against one party than another merely by virtue of the fact that it may have been prepared by
23 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
24 between the Parties, all Parties have contributed to the preparation of this Settlement.

25 3.53. Representation by Counsel. The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
27 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
28 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the

1 Settlement Agreement.

2 3.54. All Terms Subject to Final Court Approval. All amounts and procedures described
3 in this Stipulation are subject to final Court approval.

4 3.55. Notices. Unless otherwise specifically provided, all notices, demands or other
5 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
6 the third business day after mailing; and (3) sent via United States registered or certified mail,
7 return receipt requested, addressed as follows:

8
9 **To Plaintiff:**

10 Kevin Mahoney, Esq.
11 kmahoney@mahoney-law.net
12 Atoy H. Wilson, Esq.
13 awilson@mahoney-law.net
14 MAHONEY LAW GROUP, APC
15 249 East Ocean Boulevard, Suite 814
16 Long Beach, CA 90802
17 Telephone: (562) 590-5550
18 Facsimile: (562) 590-8400

9 **To Defendants:**

Brian E. Cole II, Esq.
bcole@cdflaborlaw.com
CDF LABOR LAW LLP
18300 Von Karman Ave., Suite 800
Irvine, CA 92612
Telephone: (949) 622-1661

16 3.56. Execution by Settlement Class Members. It is agreed that it is impossible or
17 impractical to have each Settlement Class Member execute this Settlement. The Notice of
18 Settlement will advise all Settlement Class Members of the binding nature of the release and such
19 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

20 3.57. Execution by Plaintiff and Defendants. Plaintiff and Defendant, by signing this
21 Settlement, are bound by the terms herein.

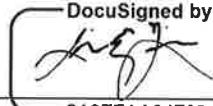
22 3.58. Binding Agreement. The Parties warrant that they understand and have full
23 authority to enter into this Settlement; they further intend that this Settlement will be fully
24 enforceable and binding on all Parties; and they agree that it will be admissible and subject to
25 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
26 provisions that otherwise might apply under federal or state law.

27 3.59. Counterparts. This Settlement shall become effective upon its execution by all of
28 the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this

1 Settlement in counterparts, and execution of counterparts shall have the same force and effect as
2 if each had signed the same instrument. Copies of the executed Settlement shall be effective for
3 all purposes as though the signatures contained therein were original signatures.

4 4/20/2022
5 Dated: _____, 2022

By:

DocuSigned by:

219FFAA647824AC...
LUIS GARCIA

8 Dated: _____, 2022

By:

Name:

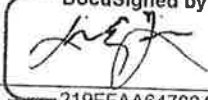
Title:

Defendant CAR AROMA SUPPLIES,
INC.

1 Settlement in counterparts, and execution of counterparts shall have the same force and effect as
2 if each had signed the same instrument. Copies of the executed Settlement shall be effective for
3 all purposes as though the signatures contained therein were original signatures.

4 4/20/2022
5 Dated: _____, 2022

By:

DocuSigned by:

LUIS GARCIA 219FFAA647824AC...

6
7
8 Dated: 6/20, 2022

By:


Name: TIM JAMES MAIER

Title: OWNER 50%

Defendant CAR AROMA SUPPLIES,
INC.

**AMENDMENT NO. 1
TO STIPULATION TO CLASS ACTION SETTLEMENT AND RELEASE**

I. RECITAL

This Agreement ("Amendment No. 1") is made and entered into by and among Plaintiff Luis Garcia ("Plaintiff") on the one hand, and Defendant Car Aroma Supplies, Inc. ("Defendant"), on the other hand, hereinafter all referred to jointly as "the Parties," and is intended to modify the Stipulation to Class Action Settlement and Release executed by the Parties on or about June 20, 2022 (the "Settlement Agreement"), in the case entitled *Luis Garcia v. Car Aroma Supplies, Inc.*, Los Angeles County Superior Court case no. 20STCV22269.

IT IS AGREED THAT THE SETTLEMENT AGREEMENT EXECUTED BY THE PARTIES IS AMENDED AS FOLLOWS:

II. AMENDMENTS

1. Gross Settlement Amount Funding Date

Whereas, Paragraph 3.17 of the Settlement Agreement provides that: "Defendant will fund the Gross Settlement Amount in two installments: 1) an initial installment of \$112,500 to be paid on the later of 30 days after final approval or 12 months from today and 2) \$112,500 six months after the initial payment. (Settlement ¶ 3.17.) No payments to Class Members shall be made before the Gross Settlement Amount is fully funded. (Settlement ¶ 3.17.)"

The term "or 12 months from today" is stricken.

Whereas, Paragraph 3.17 of the Settlement Agreement shall be modified to reflect: "Defendant will fund the Gross Settlement Amount in two installments: 1) an initial installment of \$112,500 to be paid 30 days after final approval and 2) \$112,500 six months after the initial payment. (Settlement ¶ 3.17.) No payments to Class Members shall be made before the Gross Settlement Amount is fully funded. (Settlement ¶ 3.17.)"

2. The Individual Settlement Payment Formula

Whereas, Paragraph 3.19 of the Settlement Agreement provides that: "Individual Settlement Payments shall be paid pursuant to the formula set forth in Paragraph 3.21 below. (Settlement ¶ 3.19.)"

The reference to Paragraph 3.21 is hereby stricken. Paragraph 3.19 is modified to reflect: "Individual Settlement Payments shall be paid pursuant to the formula set forth in Paragraph 3.20 below. (Settlement ¶ 3.19.)"

3. 14-day Extension for Dispute of Workweeks Calculation

Whereas, Paragraph 3.13 of the Settlement Agreement provides that: "Settlement Class Members will have the opportunity during the forty-five (45) day period before the Response Deadline, should they disagree with Defendant's records regarding their weeks worked during the Class Period, to provide documentation and/or an explanation to show contrary weeks worked. For a Settlement Class Member's dispute to be considered, the Settlement Class Member must fully complete the Notice of Eligible Work Weeks form and timely return it to the Settlement Administrator. Settlement Class Members will have forty-five (45) days after the date the Notice Packet is mailed by the Settlement Administrator to mail in a dispute, including any supporting evidence the Settlement Class Member may have. The date of the postmark of the return mailing envelope shall be the exclusive means used to determine whether a dispute has been timely submitted to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with the Parties' counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class Members and the Parties."

Paragraph 3.13 is hereby modified to reflect: "Settlement Class Members will have the opportunity during the forty-five (45) day period before the Response Deadline, should they disagree with Defendant's records regarding their weeks worked during the Class Period, to provide documentation and/or an explanation to show contrary weeks worked. For a Settlement Class Member's dispute to be considered, the Settlement Class Member must fully complete the Notice of Eligible Work Weeks form and timely return it to the Settlement Administrator. Settlement Class Members will have forty-five (45) days after the date the Notice Packet is mailed by the Settlement Administrator to mail in a dispute, including any supporting evidence the Settlement Class Member may have. The date of the postmark of the return mailing envelope shall be the exclusive means used to determine whether a dispute has been timely submitted to the Settlement Administrator. Settlement Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator, during the entire period before the Response Deadline, shall have an additional fourteen (14) calendar days from the date of remailing, or until the forty-five (45) day period before the Response Deadline has expired, whichever is later, to mail in a dispute and any supporting evidence. If there is a dispute, the Settlement Administrator will consult with the Parties' counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class Members and the Parties."

4. A Request for Exclusion and a Notice of Objection

Whereas, Paragraph 3.14 of the Settlement Agreement provides that: "The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and the last four (4) digits of the Social Security number of the Settlement Class Member requesting exclusion or the Employee Identification Number, (2) must be signed by the Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. No Requests for Exclusion may be made by a Settlement Class Member on behalf of another Settlement Class Member or a group of Settlement Class Members. If the Request for Exclusion does not contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement. Settlement Class Members who receive a Notice Packet but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline, shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage or cause, directly or indirectly, members of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not represent or advise any Settlement Class Member with respect to any such Requests for Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also submit a Notice of Objection. Regardless of whether a Settlement Class Member submits a timely Request for Exclusion, if the Settlement Class Member worked during the PAGA period, the Settlement Class Member shall still be entitled to an Individual Settlement Payment from the PAGA allocation as a Similarly Aggrieved Employee and will be bound by settlement of the PAGA claim."

Paragraph 3.14 is hereby modified to include: "If a Settlement Class Member submits both a valid Request for Exclusion and a Notice of Objection, the Request for Exclusion prevails and takes precedence over the Notice of Objection."

III. CONCLUSION

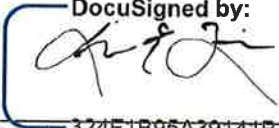
OTHER THAN THE FOREGOING AMENDMENTS, the Parties agree that all other provisions of the Settlement Agreement remain in force and effect and that this Amendment No. 1 is not intended to alter the Settlement Agreement in any way other than as specifically referenced herein.

///

///

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be signed as of the date set forth by their signature.

3/2/2023
Dated: March __, 2023

DocuSigned by:

Luis Garcia 324F1B95A39141B...

Dated: March 2, 2023

MAHONEY LAW GROUP, APC

By:


Kevin Mahoney
Atoy H. Wilson
Attorneys for Plaintiff and Plaintiff Class

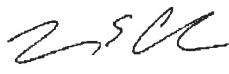
Dated: March __, 2023

For Defendant Car Aroma Supplies, Inc.

Dated: March 3, 2023

CDF LABOR LAW LLP

By:


Brian E. Cole II
Attorney for Defendant Car Aroma
Supplies, Inc.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be signed as of the date set forth by their signature.

Dated: February __, 2023

Luis Garcia

Dated: February __, 2023

MAHONEY LAW GROUP, APC

By:

Kevin Mahoney
Atoy H. Wilson
Attorneys for Plaintiff and Plaintiff Class

Dated: February 26, 2023

For Defendant Car Aroma Supplies, Inc.

Dated: February __, 2023

CDF LABOR LAW LLP

By:

Brian E. Cole II
Attorney for Defendant Car Aroma
Supplies, Inc.

**AMENDMENT NO. 2
TO STIPULATION TO CLASS ACTION SETTLEMENT AND RELEASE**

I. RECITAL

This Agreement ("Amendment No. 2") is made and entered into by and among Plaintiff Luis Garcia ("Plaintiff") and Defendant Car Aroma Supplies, Inc. ("Defendant"), hereinafter referred to jointly as "the Parties", and is intended to modify the Stipulation to Class Action Settlement and Release executed by the Parties on or about June 20, 2022 (the "Settlement Agreement"), in the case entitled *Luis Garcia v. Car Aroma Supplies, Inc.*, Los Angeles County Superior Court Case No. 20STCV22269.

IT IS AGREED THAT THE SETTLEMENT AGREEMENT EXECUTED BY THE PARTIES IS AMENDED AS FOLLOWS:

II. AMENDMENTS

1. Calculation of Net Settlement Amount and Class and PAGA Payments

Paragraph 3.20 of the Settlement Agreement is hereby amended as follows:

"After deducting the Class Counsel Award and Class Counsel Costs, the appropriate portion of the PAGA Allocation to be paid to the LWDA, Class Representative Enhancement Award, and Settlement Administration Costs, the remaining funds (the "Net Settlement Amount") will be distributed as follows: (1) The Settlement Administrator shall divide the Net Settlement Amount, less the Employee portion of the PAGA allocation (\$3,750.00), by the total number of workweeks Participating Class Members worked during the Class Period in order to determine the amount each Participating Class Member is entitled to for each workweek he or she worked during the Class Period (the "Class Weekly Amount"); (2) then, the Settlement Administrator shall divide the employee portion of the PAGA Allocation (\$3,750.00) by the total number of workweeks Similarly Aggrieved Employees worked during the PAGA Period in order to determine the amount each Similarly Aggrieved Employee is entitled to for each workweek he or she worked during the PAGA Period (the "PAGA Weekly Amount")."

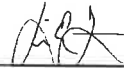
III.

CONCLUSION

OTHER THAN THE FOREGOING AMENDMENTS, the Parties agree that all other provisions of the Settlement Agreement, including Amendment No. 1, remain in force and effect and that this Amendment No. 2 is not intended to alter the Settlement Agreement in any way other than specifically referenced herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 2 to be signed as of the date set forth by their signatures.

Dated: 05 / 01 / 2023



Luis Garcia, Plaintiff

Dated: 05/03/2023



Mahoney Law Group, APC
Kevin Mahoney
Katherine J. Odenbreit
Attorneys for Plaintiff and Plaintiff Class

Dated: _____

For Defendant Car Aroma Supplies, Inc.

Dated: _____

CDF Labor Law, LLP
Brian E. Cole II
Attorneys for Defendant Car Aroma
Supplies, Inc.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 2 to be signed as of the date set forth by their signatures.

Dated: _____

Luis Garcia, Plaintiff

Dated: _____

Mahoney Law Group, APC
Kevin Mahoney
Katherine J. Odenbreit
Attorneys for Plaintiff and Plaintiff Class

Dated: 5/4/23

For Defendant Car Aroma Supplies, Inc.

Dated: 05/01/23

CDF Labor Law, LLP
Brian E. Cole II
Attorneys for Defendant Car Aroma
Supplies, Inc.