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**RATNAKAR & SONS, RATNAKAR, INC., and
NIMESH VAKHARIA**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

PAULA DURAN, ELIZABETH RAMIREZ, and
ESTHER RODRIGUEZ, on behalf of themselves
and other aggrieved employees,

Plaintiffs,

v.

RATNAKAR & SONS, a California Company;
RATNAKAR, INC., a California Company;
NIMESH VAKHARIA, and individual; DOES 1
through 10, inclusive,

Defendants.

Case No. C-20-01172

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

Complaint Filed: June 26, 2020

I.**PREAMBLE**

1. This Settlement Agreement (“Settlement Agreement,” “Settlement,” “Agreement” or “Joint Stipulation”) is entered into between Plaintiffs, Paula Duran, Elizabeth Ramirez and Esther Rodriguez (the “Named Plaintiffs” or “Plaintiffs”), individually and as Class Representatives on behalf of putative Class Members as further defined in Section III of this Agreement (collectively, with the Named Plaintiffs, the “Settlement Class”), on the one hand, and Defendants, Ratnakar & Sons, Ratnakar, Inc., Nimesh Vakharia, their present and former parent companies, affiliates and their present owners, former owners, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns and any individual or entity which could be jointly liable with any of them (hereinafter “Ratnakar,” “Defendants,” or “Released Parties”), on the other hand. The Settlement Class and Defendants will be referred to collectively herein as the “Settling Parties” or the “Parties.”

2. The Named Plaintiffs are former and current employees of Defendants who filed a Complaint entitled *Duran v. Ratnakar & Sons, et al.* on June 26, 2020, in the Contra Costa County Superior Court (“the “Action”).

3. The Action seeks damages for Named Plaintiffs and putative Class Members for alleged minimum wage violations, unpaid wages, unpaid overtime, noncompliant and missed meal and rest periods, unreimbursed expenses, waiting time penalties, wage statement penalties, penalties under the Labor Code and California Industrial Welfare Commission (“IWC”) wage orders, violation of the Business and Professions Code §17200, *et seq.*, and penalties under the Private Attorneys General Act of 2004 (“PAGA”). Defendants expressly deny all the allegations in the Action and make no admission of liability or wrongdoing.

4. Prior to mediating the Action, the Parties engaged in extensive discovery, including the exchange of thousands of pages of documents and data related to the time and pay records of putative Class Members and Defendants’ corporate-wide policies.

5. On February 9, 2021, the Settling Parties attended an all-day private mediation before respected mediator, Steven Pearl. This mediation was hotly contested, and the Parties were not able

1 to reach a settlement at the mediation. However, negotiations between the Parties' attorneys continued
2 for several months after the mediation until the Parties finally reached a settlement.

3 6. The Settling Parties have now agreed to avoid further litigation and to settle and resolve
4 the Settlement Class' claims against Defendants as set forth in this Settlement Agreement.

5 7. This Agreement shall become effective upon the "Effective Date," as set forth below.
6 The Settling Parties hereby agree to do all things and to engage in all procedures reasonably necessary
7 and appropriate to obtain final Court approval of this Agreement, in consideration for: (a) the payment
8 by Defendants of the consideration described herein, subject to the terms, conditions, and limitations
9 of this Agreement; and (b) the release by Plaintiffs and members of the Settlement Class, as described
10 herein.

11 II.

12 PAYMENTS TO THE SETTLEMENT CLASS, CLASS COUNSEL, NAMED 13 PLAINTIFFS, AND THE SETTLEMENT ADMINISTRATOR

14 8. Subject to Court approval, and the provisions of this Agreement, Defendants agrees to
15 pay two hundred thousand U.S. dollars and zero cents (\$200,000.00) (the "Gross Settlement Amount"
16 or "GSA") to be paid in consideration for the settlement of the Action and the related release of claims
17 the members of the Settlement Class may have against Defendants, as described herein.

18 9. The Gross Settlement Amount is the maximum amount that Defendants shall be
19 required to pay for settlement of the Action, except that Defendants shall also pay the employer's share
20 of any payroll taxes, including, but not limited to, Medicare taxes, Social Security Taxes, federal
21 unemployment taxes, state unemployment taxes, and employment training taxes (collectively,
22 "Payroll Taxes"), on all wages paid as part of the settlement of the Action. The GSA will cover
23 compensation to the Settlement Class, payment to the LWDA for PAGA claims, additional
24 compensation to the Named Plaintiffs as Class Representatives, the cost of claims administration and
25 notice, attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, and any
26 and all other expenses relating to settlement of this Action.

III.

CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

10. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Settling Parties hereby stipulate to certification of the following Settlement Class, which consists of 159 individuals:

All workers who are currently employed, or formerly have been employed, as non-exempt hourly employees at Defendants' facilities in California, at any time from June 26, 2016, through August 21, 2021.

11. The above-described payments by Defendants, the certification of the Settlement Class, the Settling Parties' settlement of the Action, and their rights and obligations hereunder, are contingent upon final approval by the Court of this Agreement.

12. In the event that: (1) the Court does not approve this Joint Stipulation and execute an Order of Final Approval; (2) the Court does not finally approve of the settlement as proposed by the Parties; (3) the Order of Final Approval as submitted by the Parties does not become final for any reason, or the terms and conditions set forth in this Joint Stipulation are modified in any material respect; or (4) the Order of Final Approval, as defined herein, does not occur, this Joint Stipulation shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be admitted, referred to, or utilized by any Party for any purpose whatsoever.

13. Defendants deny all of Plaintiffs' claims as to liability and damages, as well as Plaintiffs' claims that any appropriate class may exist, and Defendants expressly reserve all rights to challenge all such claims upon all procedural and substantive grounds, including the assertion of any and all defenses, in the event that this settlement is not approved by the Court or is otherwise not consummated. Moreover, this Joint Stipulation is for the purpose of settlement only, and the Court and the Parties agree that the Joint Stipulation, Order of Preliminary Approval, Order of Final Approval, and Final Judgment are made only for the purposes of settlement and are not determinative of the propriety of the class claimed by Plaintiffs or any class, other than in connection with the settlement, and will not have any collateral estoppel or res judicata effect on any class certification

1 issue in any future claim or action, except a claim or action based on or barred by the Order of Final
2 Approval.

3 **IV.**

4 **APPOINTMENT OF NAMED PLAINTIFFS' COUNSEL AS SETTLEMENT CLASS**
5 **COUNSEL**

6 14. Subject to the Court's approval, the Settling Parties hereby stipulate to the Court's
7 appointment of Settlement Class Counsel as follows: Macias Rodriguez Adams LLP.

8 **V.**

9 **SETTLEMENT APPROVAL PROCEDURES, APPOINTMENT OF SETTLEMENT**
10 **ADMINISTRATOR, AND NOTICE TO CLASS MEMBERS**

11 15. The Settling Parties' settlement of the Action, and their rights and obligations
12 hereunder, are expressly conditioned on both the Court's preliminary and final approval of this
13 Settlement as to the Settlement Class defined in Section III of this Agreement. Preliminary approval
14 shall be through the entry of an "Order of Preliminary Approval," substantially in the form and content
15 of **Exhibit A** hereto.

16 16. Class Counsel shall file a motion with the Court for preliminary approval of the
17 Settlement Agreement, and for an order certifying the Settlement Class for settlement purposes only,
18 and setting a date for the settlement fairness hearing ("Final Approval Hearing"). In conjunction with
19 this request, Class Counsel shall submit this Agreement and supporting papers, including proposed
20 forms of all notices and other documents, as attached hereto, necessary to implement the Settlement
21 Agreement. The Order for Preliminary Approval shall provide for notice of the Agreement and related
22 matters ("Class Notice") to the Settlement Class as specified herein, including notice of the procedure
23 to withdraw from the Settlement Class or object to the Settlement (with regard to the Settlement Class,
24 with the exception of the Named Plaintiffs). Said Class Notice shall be substantially in the form
25 attached hereto as **Exhibit B**, and as further described in of this Agreement.

26 17. The Settling Parties and their counsel shall use their best efforts to cause the Court to
27 give preliminary and final approval to this Settlement Agreement as promptly as practical, to take all
28 steps contemplated by this Settlement Agreement to effectuate its terms and conditions, to perform all

1 acts and execute and deliver all documents, data, and declarations necessary to effectuate all provisions
2 of this Settlement Agreement, including but not limited to declarations from the Settling Parties in
3 support of class certification, and to oppose any appeal by any objector (“Mutual Full Cooperation”).

4 18. Subject to Court approval, the Settling Parties agree that Simpluris will be appointed
5 as Settlement Administrator. Simpluris has agreed to cap its fees at Four Thousand Dollars and Zero
6 Cents (\$4,000.00). The Settlement Administrator shall be paid from the GSA. The Settlement
7 Administrator will be responsible for calculating the monies to be made available to each putative
8 member of the Settlement Class; mailing the class notices; receiving and logging the Requests for
9 Exclusion; researching and updating addresses through skip-traces and similar means; answering
10 questions from Settlement Class Members; reporting on the status of the Settlement to the Settling
11 Parties; providing the Settling Parties with data regarding the filing of Requests for Exclusion, and the
12 calculation of distributions; establishing and maintaining a noninterest-bearing distribution account
13 for purposes of distributing settlement checks and distributions of attorneys’ fees, costs, and
14 Enhancement Awards; calculating withholding amounts and other tax obligations; handling reporting
15 obligations, including processing 1099s and W-2s; and performing such other tasks as the Settling
16 Parties may direct.

17 19. Not later than ten (10) calendar days after receipt of notice of the Court’s entry of an
18 Order of Preliminary Approval, Defendants must provide to the Settlement Administrator, in Excel or
19 other usable electronic format, a spreadsheet that contains the name, last known mailing address,
20 phone number, social security number, dates of employment, and number of weeks worked for each
21 Settlement Class Member (the “Settlement Class Member List”).

22 20. Defendants shall meet-and-confer with the Settlement Administrator regarding the
23 format of the spreadsheet referenced in Paragraph 19 of this Agreement and shall cooperate to provide
24 any additional information which the Settlement Administrator may request that is reasonable and
25 necessary for the purpose of giving Class Notice and otherwise administering this Agreement.

26 21. Within twenty (20) calendar days of entry of the Order of Preliminary Approval, the
27 Settlement Administrator will mail the notice and exclusion form to the Class Members. The Notice
28 shall specify the process by which a Class Member may exclude themselves from the Settlement.

22. The Class Notice shall be accompanied by a statement (a “Request for Exclusion”), in the form and content of **Exhibit C** hereto, which a putative member of the Settlement Class may fill out and return to the Settlement Administrator indicating that the individual does not wish to participate in this Agreement in any way and instead wishes to preserve his/her rights and be excluded from the Settlement Class. To be effective, a Request for Exclusion must be postmarked no later than the forty-five (45) calendar days after the date that Class Notice is first mailed (the “Exclusion Deadline”). For all Notice materials that are returned to the Settlement Administrator because the address is wrong, the Settlement Administrator shall take additional reasonable steps to try and locate current addresses and resend the Notice materials to any current addresses obtained.

23. The Class Notice shall indicate that all members of the Settling Class shall have the right to file written objections to the Settlement and/or to appear at the Final Approval Hearing (the then-current date of which shall be included in the Class Notice). Written objections, if any, must be filed with the Court, and mailed with a postmark to the contact persons set out in Paragraph 49, no later than forty-five (45) calendar days after the date that Class Notice is first mailed (the “Objection Deadline”).

24. The Class Notice shall contain the release against Defendants contained in Paragraph 45 of this Agreement, and an easily understood statement alerting putative members of the Settlement Class that by failing to submit a Request for Exclusion the individual is executing a release and waiver of all such claims the employee may have against Defendant, whether or not they receive a portion of the Net Settlement Amount.

25. The Settlement Administrator shall provide written notice to Class Counsel and Defendants no later than five (5) business days after the Exclusion Deadline – as defined in Paragraph 22 of this Agreement – with a complete list of all putative members of the Settlement Class who have timely requested exclusion from the class. If putative members of the Settlement Class representing more than an aggregate total of ten (10%) percent of the verified work weeks for the Settlement Class timely and properly submit Requests for Exclusions, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Plaintiff’s counsel within ten (10)

1 calendar days after the Settlement Administrator notifies the Settling Parties of the final report of the
2 total number of opt outs.

3 **VI.**

4 **THE EFFECTIVE DATE AND TERMINATION**

5 26. If the Settling Parties do not void the Settlement pursuant to Paragraph 30, this
6 Agreement shall become final and effective (the "Effective Date") on the occurrence of all of the
7 following events described in Paragraphs 27 through 29:

8 27. The Settlement is approved by the Court;

9 28. Entry by the Court of an Order and Judgment Granting Final Approval. The parties
10 shall jointly prepare a proposed Order and Judgment to this effect, which shall reflect, inter alia, the
11 Court's approval of the settlement pursuant to the terms of this Agreement. Said proposed Order and
12 Judgment shall be filed with the Court no later than 15 calendar days before the Final Approval
13 Hearing.

14 29. The time for appeal from the Court's approval of the Settlement as described in
15 Paragraph 27 hereof and entry of a final judgment as described in Paragraph 28 hereof has expired or,
16 if appealed, either all such appeals have been dismissed prior to resolution by the appellate court or
17 approval of this Settlement Agreement and final judgment has been affirmed in its entirety by the court
18 of the last resort to which such appeal has been taken and such affirmance is no longer subject to
19 further appeal or review, by certiorari or otherwise.

20 30. If any Court declines to enter the Preliminary Approval Order, the Final Approval
21 Order, or final judgment in substantially the form submitted by the Settling Parties, or if the Settlement
22 as agreed does not become final because of appellate court action or any other reason, the Settlement
23 Agreement, and any and all obligations of Defendants to pay any monies hereunder shall become null
24 and void and shall terminate. The terminating Settling Party shall give to the other Settling Party
25 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days
26 after receiving notice that one of the enumerated events has occurred. Termination hereunder shall
27 have the following effects:

1 (a) The Settlement Agreement shall be terminated and shall have no force or
2 effect, and no Party shall be bound by any of its terms.

3 (b) Defendants shall have no obligation to make any payments to any party, Class
4 Member, or attorney.

5 (c) The Preliminary Approval Order, Final Approval Order, and final judgment,
6 including any order of class certification, shall be vacated.

7 (d) The Settlement Agreement and all negotiations, statements, and proceedings
8 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
9 be restored to their respective positions prior to the Settlement.

10 (e) Except as otherwise discoverable and subject to all limitations described herein,
11 neither this Agreement, any ancillary documents, actions, statements, or filings in furtherance
12 of settlement (including all matters associated with the mediation) shall be admissible or
13 offered into evidence in the Action or any other action for any purpose whatsoever.

14 VII.

15 ATTORNEYS' FEES, COSTS AND EXPENSES, AND ENHANCEMENT AWARDS

16 31. The Action alleges a claim for attorneys' fees and costs. The Settling Parties agree that
17 any and all such claims for attorneys' fees and costs have been settled in this Agreement and are
18 included in the settlement amount set forth in Paragraph 8 of this Agreement.

19 32. Class Counsel may petition the Court for attorneys' fees not to exceed thirty-five (35%)
20 of \$200,000.00, including any interest, plus reasonable costs not to exceed \$10,000.00, subject to
21 approval by the Court. Attorneys' fees paid pursuant to this Settlement Agreement shall be inclusive
22 of all fees in this matter. Defendants agree not to object to Class Counsel's fees of up to thirty-five
23 (35%) of \$200,000.00 and reasonable costs approved by the Court not to exceed \$10,000.00. The
24 Parties agree that the apportionment of attorneys' fees and costs among Class Counsel is an
25 independent and separate agreement among Class Counsel. Any reduction by the Court of Class
26 Counsel's claimed attorneys' fees and/or reasonable costs shall not be sufficient grounds to void the
27 Settlement. Additionally, Class Counsel will petition the Court to pay the Settlement Administrator
28

1 out of the GSA, which amount Simpluris has agreed to cap at \$4,000, and Defendants agree not to
2 object to that amount.

3 33. Class Counsel may apply to the Court for an additional award to Named Plaintiffs not
4 to exceed seven thousand five hundred U.S. dollars and no cents (\$7,500.00) as reasonable additional
5 compensation for the time and effort expended by them in connection with the initiation and
6 maintenance of the Action and in consideration for the claims released herein (the “Enhancement
7 Award”). Defendants will not oppose Class Counsel’s application under this Paragraph. Any
8 Enhancement Award will be in addition to any amount Named Plaintiffs may be entitled to receive on
9 account of their own individual claims pursuant to Section IX of this Agreement; however, the releases
10 set out in Paragraphs 45 and 46 of this Agreement shall bind the Named Plaintiffs, and the
11 Enhancement Award shall be adequate consideration for said release.

12 34. Any awards or amounts pursuant to Paragraphs 32 and/or 33 will be funded solely and
13 completely from the GSA.

14 **VIII.**

15 **PLAN OF ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT FUND**

16 35. The GSA shall be allocated, in order, as follows:

17 (a) First, to attorneys’ fees, costs and expenses of Class Counsel, as may be
18 awarded by the Court pursuant to Paragraph 32 of this Agreement;

19 (b) Second, to any Enhancement Award, as may be awarded by the Court pursuant
20 to Paragraph 33 of this Agreement;

21 (c) Third, to costs of settlement administration pursuant to Paragraph 32 of this
22 Agreement; and

23 (d) Fourth, to the State of California Labor & Workforce Development Agency
24 (“LWDA”), a Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00)
25 payment, which represents 75% of the amount allocated to settlement of the Labor Code
26 Private Attorneys General Act of 2004 (“PAGA”) (Labor Code §§ 2698, *et seq.*) claims (or
27 such other amount, if any, ordered by the Court);

28 (e) Fifth, to the “Net Settlement Amount” or “NSA.” The Net Settlement Amount

1 shall be defined as the Gross Settlement Amount less attorneys' fees, any and all costs and
2 expenses, costs of settlement administration, Enhancement Awards to the Class
3 Representatives, and payment to the LWDA. The Parties agree that 100% of the Net Settlement
4 Amount will be distributed as described in Paragraph 36.

5 36. The NSA shall be distributed by the Settlement Administrator as follows:

6 (a) First, the Settlement Administrator shall mail a Notice and Request for
7 Exclusion form to each Settlement Class Member via First Class U.S. Postage.

8 (b) Any Notice materials that are returned as undeliverable by the Postal Service
9 with a forwarding address will be re-mailed to the new address and the Settlement
10 Administrator will update the Settlement Class Member List accordingly.

11 (c) For any Notice materials that are returned as undeliverable by the Postal Service
12 without a forwarding address, the Settlement Administrator will perform a "skip trace" or
13 equivalent address search to locate the most accurate and updated address information. The
14 Settlement Administrator shall then re-mail the Notice materials to any new addresses found
15 and update the Settlement Class Member List.

16 (d) The Settlement Administrator shall then track all Settlement Class Members
17 that it did not locate with its address search, as well as all whose re-mailed Notice materials
18 were once again returned by the Postal Service and compile a list of these Settlement Class
19 Members (the "Known Bad Address List").

20 (e) The Settlement Administrator shall also track all Requests for Exclusion filed
21 by the Exclusion Deadline and compile a list of all Settlement Class Members requesting
22 exclusion (the "Exclusion List").

23 (f) The Settlement Administrator shall then remove from the Settlement Class
24 Member List all Settlement Class Members who appear on the Known Bad Address List and
25 Exclusion List. This new list shall be called the Member Distribution List.

26 (g) Payments to Settlement Class Members from the NSA shall only be made to
27 Settlement Class Members appearing on the Member Distribution List ("Qualified Members").
28

1 37. Defendants agree that the Settlement Administrator shall allocate and distribute 100%
2 of the NSA to individuals appearing on the Member Distribution List. Payment to Settlement Class
3 Members shall be on a pro-rata basis depending on the number of weeks each individual worked. No
4 monies will revert back to Defendants.

5 38. The Settlement Administrator shall make payments from the NSA only pursuant to the
6 terms of this Settlement Agreement and only after the Effective Date.

7 39. For the purposes of calculating applicable taxes:

8 (a) From the NSA, thirty percent (30%) of each Settlement Payment shall be
9 allocated to unpaid wages and seventy percent (70%) to penalties and interest. The Settlement
10 Administrator shall make appropriate withholdings for the payment of taxes and other required
11 withholdings. Defendants will be responsible for the employer's share of any Payroll Taxes
12 applicable to the Settlement Payments, and the Qualified Members shall be individually
13 responsible for the employee's share of taxes attributable to receipt of the Qualified Member's
14 payment. The Settlement Administrator shall be responsible for determining the employer
15 share of any applicable payroll taxes attributable to the Class Member Payouts, after which
16 Defendants shall –through the Settlement Administrator – remit said monies, along with the
17 appropriate documentation, to the relevant taxing agencies in accordance with applicable laws
18 and regulations. Defendants shall provide the Settlement Administrator with any information
19 reasonably necessary to perform the calculations discussed in this Paragraph.

20 (b) One hundred percent (100%) of the Enhancement Awards will be allocated to
21 ordinary income, payable on a Form 1099.

22 40. The final approval hearing will be set within forty-five (45) calendar days from the date
23 that notice is first mailed or as soon as the Court is available. Upon final approval, and the expiration
24 of any appeal period or if there is an appeal, the resolution of any appeal upholding the final approval,
25 Defendants shall have one hundred and twenty (120) calendar days to deposit two hundred thousand
26 U.S. Dollars and Zero Cents (\$200,000.00) into an escrow account set up by the Settlement
27 Administrator and deposit the employer's share of the Payroll Taxes and authorize the payments due
28 to Plaintiffs, Class Counsel, the Settlement Administrator, the LWDA and the Qualified Members.

1 All settlement checks which are not cashed within One Hundred and Eighty (180) calendar days of
2 payment to Settlement Class Members shall be donated to Bay Area Legal Aid (BayLegal).

3 41. The Settlement Administrator shall deposit the GSA, plus Defendants' share of the
4 Payroll Taxes attributable to same, in a noninterest-bearing distribution account immediately upon
5 receipt of the fund transfer discussed in Paragraph 40. The Settlement Administrator shall pay Class
6 Member Payouts, less applicable taxes and withholdings, by mailing the payments via first-class mail
7 to the Qualified Members of the Settlement Class within five (5) business days of receipt of the total
8 GSA (*ie.*, after the settlement deposit by Defendants).

9 42. The Settlement Administrator shall pay Class Counsel any attorneys' fees, costs and
10 expenses approved by the Court within five (5) business days of receipt of the total GSA (*ie.*, after the
11 settlement deposit by Defendants).

12 43. The Settlement Administrator shall pay Named Plaintiffs any Enhancement Award
13 approved by the Court within five (5) business days of receipt of the total GSA (*ie.*, after the settlement
14 deposit by Defendants).

15 44. The Settlement Administrator shall pay the LWDA any amount allocated to settlement
16 of the PAGA claims approved by the Court within five (5) business days of receipt of the total GSA
17 (*ie.*, after the settlement deposit by Defendants).

18 IX.

19 RELEASES

20 45. Upon the Effective Date, the claims released by the Class Members who do not opt out
21 of this Settlement are all claims against Defendants as alleged in the Complaint, or could have been
22 alleged, based upon the same factual predicate as the claims raised in the Complaint, including, but
23 not limited to, claims for unpaid wages, overtime pay, minimum wage, regular wages, noncompliant
24 and/or missed meal period pay, noncompliant and/or missed rest period pay, unreimbursed expenses,
25 claims for interest, attorneys' fees, costs, penalties, waiting time penalties, wage statement penalties,
26 premium pay, Business & Professions Code Section 17200 *et seq.*, and penalties under PAGA (Private
27 Attorney General's Act), (collectively, the "Released Claims").
28

1 46. **Waiver of California Civil Code Section 1542.** As to the claims of Named Plaintiffs,
2 Paula Duran, Elizabeth Ramirez and Esther Rodriguez, each Named Plaintiff shall be deemed to have,
3 and by operation of final judgment shall have, expressly waived and relinquished to the fullest extent
4 permitted by law the provisions, rights and benefits of Section 1542 of the California Civil Code,
5 which provides as follows:

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

13 The Named Plaintiffs understand fully the statutory language of Civil Code § 1542, and, with
14 this understanding, assume all risks for claims released hereunder that have already arisen or may in
15 the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all
16 rights they may have under California Civil Code § 1542 with respect to the claims released in
17 paragraph 45. The Named Plaintiffs understand that, if any of the facts relating in any manner to the
18 Actions, or to the release and dismissal of claims as provided in this Agreement, are hereafter found
19 to be other than or different from the facts now believed to be true, they have expressly accepted and
20 assumed that risk and agree that this Agreement and the release of claims contained herein shall
21 nevertheless remain effective.

22 **X.**

23 **ADDITIONAL TERMS AND CONDITIONS**

24 47. **Settlement Fair and Reasonable**

25 Class Counsel has considerable experience in litigating and settling wage-and-hour
26 class actions of this type and is sufficiently familiar with the facts of this case and the applicable laws
27 and regulations to make an informed judgment as to the fairness of this Settlement. In light of this
28 experience, and for reasons that will be more fully explained in Class Counsel’s motion for preliminary
approval, Class Counsel and the Named Plaintiffs believe that the settlement terms herein are fair and

reasonable with regard to the interests of the Settlement Class.

48. Settlement the Result of Arm's-Length Bargaining.

The terms of the Settlement Agreement are the result of over one year of litigation with extensive discovery and following lengthy arm's-length negotiations before a respected mediator.

49. Notices.

Except for Settlement Class Member notices which are required herein to be made to or by the Settlement Administrator, all notices, requests, demands, and other communications related to or in connection with this Agreement shall be in writing, and shall be provided by appropriate method depending on the urgency (e.g., personal delivery, facsimile, overnight delivery, or first-class U.S. mail) to:

TO THE SETTLING CLASS:

Jose Macias, Jr.
MACIAS RODRIGUEZ ADAMS LLP
 1550 The Alameda, Suite #332
 San Jose, California 95126
 Tel: 408-455-1243
 Email: jose@mra-llp.com

TO DEFENDANTS:

Tim Travelstead
NARAYAN TRAVELSTEAD P.C.
 7901 Stoneridge Drive, Suite #230
 Pleasanton, California 94588
 Tel: 650-403-0150
 Email: T.Travelstead@NarayanTravelstead.com

50. Modification by Writing Only.

This Agreement, and its terms and Exhibits, may be modified only in a writing signed by all counsel of record for the Settling Parties, and will not become effective unless and until approved by the Court or otherwise as ordered by the Court.

51. Representations.

1. The Named Plaintiffs, on behalf of themselves and the Settlement Class, have expressly authorized Class Counsel to take all appropriate actions required or permitted to be taken pursuant to this Agreement to effectuate its terms.

(a) Each attorney executing this Agreement or any of its Exhibits on behalf of any Settling Party hereto hereby warrants that full authority to do so has been given by his/her client(s).

1 (b) The Settling Parties represent and agree that neither have received and/or relied
2 upon any advice and/or representations from the other party and/or its attorneys as to the necessity for
3 withholding or the taxability of the consideration paid pursuant to this Agreement, whether pursuant
4 to federal, state or local income tax statutes or otherwise.

5 52. Mutual Cooperation. The Settling Parties and their counsel shall use their best efforts
6 to cause the Court to give preliminary and final approval to this Settlement Agreement as promptly as
7 practical, to take all steps contemplated by this Settlement Agreement to effectuate its terms and
8 conditions, to perform all acts and execute and deliver all documents, data and declarations necessary
9 to effectuate all provisions of this Settlement Agreement, including but not limited to declarations
10 from the Settling Parties in support of class certification, and to oppose any appeal by any objector
11 (“Mutual Full Cooperation”).

12 53. Construction and Integration.

13 This Agreement, including its exhibits, constitutes the entire agreement and
14 understanding between the parties, and supersedes any previous agreements or understandings
15 between the Settling Parties. No representations, warranties, or inducements have been made to any
16 party concerning the subject matter of this Agreement and/or exhibits other than the representations,
17 warranties and covenants contained in such documents. This Agreement and related exhibits shall be
18 construed each as a whole, and with reference to one another, according to their fair meaning and
19 intent. Each of the Settling Parties represent that its/their counsel has participated and cooperated in
20 the drafting and preparation of this Agreement and related exhibits; hence, in any construction to be
21 made of this Agreement and/or exhibits, the same shall not be construed against any party on the basis
22 that said party was the drafter.

23 54. Governing Law.

24 This Agreement and the Exhibits hereto shall be deemed to have been negotiated,
25 executed and delivered, and to be wholly performed, in the State of California. The rights and
26 obligations of the parties under the Agreement shall be construed and enforced in accordance with,
27 and be governed by, the substantive and procedural laws of the State of California without regard to
28 California’s choice of law principles.

1 55. No Public Comment

2 Other than necessary disclosure made to or by order of the Court, necessary
3 disclosures to be made to the LWDA, or to the Settlement Class members, Named Plaintiffs and Class
4 Counsel shall not directly or indirectly disclose the facts, Gross Settlement Amount, or terms of this
5 class and representative action settlement to the media, the press, or on any website, or otherwise issue
6 any public statements or advertisements in any form or media concerning the settlement. This
7 provision shall not prohibit Class Counsel from responding to specific questions from Settlement Class
8 members, and nothing herein shall be interpreted as preventing any good faith communication by
9 Class Counsel and/or any Parties with the Court, the Settlement Class members, or the Claims
10 Administrator. Nothing in this provision shall be construed as preventing the Parties from disclosing
11 the Settlement to third parties without identifying the case name, case number, or names of any of the
12 Parties or Released Parties. Class Counsel shall also be allowed to refer to the Action and Settlement
13 in other litigations to support their adequacy as attorneys for a putative class or PAGA group or to
14 justify an award of attorneys' fees.

15 56. Counterparts.

16 This Agreement may be executed in one or more faxed counterparts, which may be
17 filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and the
18 same instrument. Once available, a complete set of executed counterparts shall be filed with the Court.
19 Copies of the complete set of executed counterparts may be used for all purposes in lieu of the originals
20 and shall have the same force and effect as the originals.

21 57. Attorneys' Fees, Costs and Expenses.

22 Except as otherwise specifically provided for herein, each party shall bear its/her own
23 attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the
24 Actions, and shall not seek reimbursement thereof from any other party to this Agreement.

25 58. Continuing Jurisdiction.

26 Except as otherwise specifically provided for herein, the Superior Court of the State of
27 California, County of Contra Costa shall retain jurisdiction to construe, interpret and enforce this
28 Agreement and the settlement, to supervise all notices, the administration of the settlement and this

1 Agreement and distribution of the Settlement Fund, and to hear and adjudicate any dispute arising
2 from or related to the settlement and/or this Agreement.

3 59. The signatories hereto represent and warrant that they have the authority to sign on
4 behalf of their designated parties. This Settlement Agreement is intended to have a binding effect to
5 the maximum extent permitted under state and federal law.

6
7 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
8 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and
9 with a full understanding of its consequences.

10 Dated: 11/5/2021

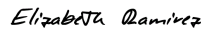
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0027B38C598245F
Paula Duran, individually, and on behalf
of the Settlement Class and as Class Representative

13 Dated: 11/5/2021

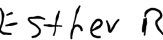
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Elizabeth Ramirez, individually, and on behalf of the
Settlement Class and as Class Representative

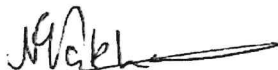
16 Dated: 11/8/2021

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Esther Rodriguez, individually, and on behalf
of the Settlement Class and as Class Representative

19 Dated: 11/5/21



Nimesh Vakharia, individually, and on behalf of
Ratnakar & Sons, and Ratnakar, Inc.

22 **APPROVED AS TO CONTENT AND FORM:**

23 Dated: November 4, 2021



JOSE MACIAS, JR.
HECTOR RODRIGUEZ
TRAVIS M. ADAMS
MACIAS RODRIGUEZ ADAMS LLP
Attorneys for Plaintiffs

1 Dated: November 4, 2021



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4 TIMOTHY C. TRAVELSTEAD
5 SCOTT C. KU
6 **NARAYAN TRAVELSTEAD P.C.**
7 Attorneys for Defendants
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