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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

* * *

CHARLES GOULET, an individual, and
STACEY BELL, an individual, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

vs.

INDUSTRIAL FINISHES & SYSTEMS,
INC., an Oregon Corporation, and DOES 1
through 50 inclusive,

Defendants.

CLASS ACTION

Case No.: 20STCV09977

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

Hearing Date: June 8, 2022

Hearing Time: 9:00 a.m.

Department: 17

Judge: Hon. Maren E. Nelson

Date filed: March 12, 2020

Trial date: None set

1 This Amended Joint Stipulation of Settlement and Release of Class Action (“Stipulation”
2 or “Agreement”) is made and entered into by Plaintiffs CHARLES GOULET and STACEY BELL
3 (collectively “Plaintiffs”), individually and as representatives of the Settlement Class, as defined
4 below, and Defendant INDUSTRIAL FINISHES & SYSTEMS, INC. (“Defendant”). Plaintiffs
5 and Defendant shall hereinafter be collectively referred to as “the Parties.” The Parties expressly
6 acknowledge that this Stipulation amends and supersedes the “Joint Stipulation for Class Action
7 Settlement” previously entered into and executed by Plaintiff CHARLES GOULET on May 18,
8 2021, Plaintiff STACEY BELL on May 20, 2021 and Defendant INDUSTRIAL FINISHES &
9 SYSTEMS, INC. on June 21, 2021. This Stipulation is subject to the approval of the Court and is
10 made for the sole purpose of attempting to consummate settlement of this Action on a class-wide
11 basis subject to the following terms and conditions. As detailed below, in the event the Court does
12 not enter orders consistent with the terms of the Settlement or the conditions precedent are not met
13 for any reason, this Stipulation shall be void and shall be of no force or effect whatsoever.

14 **I. DEFINITIONS.**

15 As used in this Stipulation, the following terms shall have the meanings specified below.
16 To the extent terms or phrases used in this Stipulation are not specifically defined below, but are
17 defined elsewhere in this Stipulation, they are incorporated by reference into this definition section.

18 **1. Action.**

19 “Action” shall refer to the First Amended Complaint filed by Plaintiffs Charles Goulet and
20 Stacey Bell on April 27, 2021, which is the operative complaint in Los Angeles County Superior
21 Court case no. 20STCV09977.

22 **2. Administrative Expenses.**

23 “Administrative Expenses” shall include all costs and expenses associated with the
24 Settlement Administrator.

25 **3. Aggrieved Employees.**

26 The “Aggrieved Employees,” for purposes of this Settlement, shall consist of all
27 nonexempt employees of Defendant who performed work for Defendant in California during the
28 time period of March 6, 2019, to December 26, 2020.

1 **4. Claims.**

2 “Claim” or “Claims” or “Released Claim(s)” as used herein shall mean and include all
3 causes of action and/or claims that were actually asserted in the Action, or arise from the facts
4 actually alleged in the Action, against Defendant and any of its predecessors, successors, assignees,
5 current, former, and future parents, subsidiaries, affiliates, representatives, lawyers, insurers,
6 agents, partners, assigns, subrogees, officers, shareholders and directors (hereinafter collectively
7 the “Released Parties”). The Released Claims include violations of the California Labor Code, the
8 California Business & Professions Code Section 17200 *et seq.*, and the applicable Industrial
9 Welfare Commission Wage Orders, or any similar state or federal law, statutory, constitutional,
10 contractual or common law claims for wages, damages, unpaid costs or expenses, penalties,
11 liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising
12 out of or based upon the following categories of allegations: (i) all claims for unpaid minimum
13 wages; (ii) all claims for unpaid overtime; (iii) all claims for meal period violations; (iv) all claims
14 for rest period violations; (v) all claims for wage statement violations; (vi) all claims for the failure
15 to timely pay wages upon termination; (vii) all claims for the failure to reimburse for business
16 expenses; and (viii) all claims of unfair competition. The Released Claims shall also include any
17 and all claims for civil penalties that could have been assessed or collected by Plaintiffs or the
18 LWDA under the PAGA, based on the factual allegations of Plaintiffs’ March 6, 2020 letter to the
19 LWDA and/or Plaintiffs’ First Amended Complaint, filed in this Action on or around April 27,
20 2021, including but not limited to any claims for civil penalties for failure to pay minimum wages,
21 failure to pay overtime, failure to provide compliant meal periods, failure to provide compliant
22 rest periods, failure to timely pay all wages, failure to issue accurate itemized wage statements,
23 failure to maintain accurate payroll records for its non-exempt employees, failure to reimburse for
24 business expenses, and failure to pay all wages due and owing upon termination.

25 **5. Settlement Classes.**

26 The “Settlement Class” for the purposes of this settlement only, shall consist of the
27 following: All nonexempt employees of Defendant who performed work for Defendant in
28 California during the time period of March 12, 2016, to December 26, 2020.

1 **6. Class Counsel.**

2 “Class Counsel” shall mean attorneys Jake D. Finkel and Joshua Park of the Law Offices
3 of Jake D. Finkel.

4 **7. Class Attorneys’ Fees and Expenses.**

5 “Class Attorneys’ Fees and Expenses” shall mean Class Counsel’s attorneys’ fees and
6 expenses as set forth in Section IV.6.

7 **8. Class Member or Settlement Class Member.**

8 “Class Member” or “Settlement Class Member” shall mean any person who is a member
9 of the Settlement Class, including Plaintiffs, or, if such person is incompetent or deceased, the
10 person’s legal guardian, executor, heir, or successor-in-interest.

11 **9. Class Notice.**

12 “Class Notice” shall mean the Notice of Class Action and PAGA Settlement, Employment
13 Information and Dispute Form and Request for Exclusion from Cass Form attached hereto as
14 Exhibit A respectively, or as otherwise approved by the Court, which is to be mailed to Class
15 Members.

16 **10. Class Representative.**

17 “Class Representatives” shall mean Plaintiffs Charles Goulet and Stacey Bell.

18 **11. Notice Period.**

19 “Notice Period” shall mean the period commencing on the date the Notice of Class Action
20 and PAGA Settlement, Employment Information and Dispute Form and Request for Exclusion
21 from Cass Form are first mailed and ending forty-five (45) calendar days thereafter. If the Notice
22 Period as defined herein concludes on a Saturday, Sunday, or holiday, then the Notice Period shall
23 be extended to the next calendar day that is not a Saturday, Sunday, or holiday.

24 **12. Class Settlement or Settlement.**

25 “Class Settlement” or “Settlement” shall mean the settlement embodied in this Stipulation,
26 which is subject to Court approval.

27 **13. Court.**

28 “Court” shall mean the Superior Court of California in and for the County of Los Angeles.

1 **14. Defendants.**

2 “Defendant” shall mean Industrial Finishes & Systems, Inc.

3 **15. Defense Counsel.**

4 “Defense Counsel” shall mean the attorneys S. Brett Sutton, Jared Hague, and Brady
5 Briggs of Sutton Hague Law Corporation, P.C.

6 **15. Effective Date.**

7 “Effective Date” shall be the date when all of the following events have occurred: (a) this
8 Stipulation has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the
9 Court has given preliminary approval to the Settlement; (c) notice has been given to the Class
10 Members providing them with an opportunity to exclude themselves from the Settlement; (d) the
11 Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
12 certifying the Class and approving this Stipulation; and (e) the time for appeal, if applicable (as
13 explained herein), has expired. If no Objection was made to the settlement, there is no right to
14 appeal and the Effective Date is the Date the Court signs the final order and judgment. If an
15 Objection has been filed, the Effective Date means: (1) the date of final affirmation of the Final
16 Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the
17 Final Approval, or if review is granted, the date of final affirmation of the Final Approval following
18 review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
19 Approval or the final dismissal of any proceeding to review the Final Approval, provided that the
20 Final Approval is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the expiration
21 date of the time for the filing or noticing of any appeal from the Court’s Final Approval of the
22 Resolution, as determined under Rule 8.104(a)(3) of the California Rules of Court.

23 **16. Enhancement Payment.**

24 “Enhancement Payment” shall mean any additional monetary payment provided to the
25 Named Plaintiffs for their efforts and risks on behalf of the Class in this Action.

26 **17. Final Approval and Fairness Hearing.**

27 “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the
28 fairness, reasonableness, and adequacy of the Class Settlement.

1 **18. Gross Fund Value.**

2 “Gross Fund Value” or “GFV” shall mean Two Hundred and Ninety Thousand Dollars and
3 Zero Cents (\$290,000.00). Defendant shall pay the GFV, less a full credit of Thirty Thousand
4 Dollars and Zero Cents (\$30,000.00) for money previously paid to Settlement Class Members,
5 which will result in a net payment of Two Hundred and Sixty Thousand Dollars and Zero Cents
6 (\$260,000.00) (which shall be referred to as “Net Fund Value” or “NFV”), as a full and global
7 settlement of all Claims as defined herein. The NFV will be paid by Defendant pursuant to the
8 Class Settlement. The GFV covers: (1) all amounts paid in full settlement of this Action; (2)
9 Administrative Expenses; (3) Required Tax Withholding (excluding Defendant’s share of any
10 payroll taxes which are to be satisfied by Defendant separate and apart from this Agreement); (4)
11 Enhancement Payments; (5) allocation to the California Labor and Workforce Development
12 Agency (“LWDA”) pursuant to Plaintiffs’ claims under the Labor Code Private Attorneys General
13 Act of 2004 (“PAGA”); and (6) Class Attorneys’ Fees and Expenses.

14 **19. Hearing on Preliminary Approval.**

15 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for
16 preliminary approval of the Class Settlement.

17 **20. Individual Settlement Amount.**

18 “Individual Settlement Amount” shall mean the amount which is ultimately distributed to
19 each Class Member, net of any taxes withheld by the Settlement Administrator.

20 **21. Named Plaintiffs.**

21 “Named Plaintiffs” shall mean Plaintiffs Charles Goulet and Stacey Bell.

22 **22. Net Settlement Amount.**

23 “Net Settlement Amount” or “NSA” shall mean the NFV, less the Class Attorneys’ Fees
24 and Expenses, Administrative Expenses, Enhancement Payment, Required Tax Withholding, and
25 payment made to the LWDA pursuant to PAGA.

26 **23. Opt-Out(s).**

27 “Opt-Out(s)” shall mean any and all Settlement Class Members who timely and validly
28 submit a Request for Exclusion in accordance with the terms of the Class Notice.

1 **24. Opt-Out Request.**

2 “Opt-Out Request” shall mean a timely and valid Request for Exclusion from a Settlement
3 Class Member in accordance with the terms of the Class Notice, or as otherwise approved by the
4 Court.

5 **25. PAGA Award**

6 For purposes of this Settlement, the “PAGA Award” shall be the amount of the GFV
7 comprising civil penalties under the Private Attorneys General Act of 2004 (Labor Code section
8 2698 et seq.), or \$20,000. Seventy-five percent (75%) of the PAGA Award (equaling \$15,000)
9 shall be paid to the LWDA pursuant to Labor Code section 2699(i). The remaining twenty-five
10 percent (25%) of the PAGA Award (equaling \$5,000) shall be distributed to the Aggrieved
11 Employees as described below in Section IV.3.

12 **26. PAGA Period**

13 For purposes of this Settlement, the “PAGA Period” or “PAGA Recovery Period” shall
14 commence one year prior to the postmarked date of Plaintiff’s notice of violations to the LWDA,
15 or on March 6, 2019, and end on December 26, 2020.

16 **27. Parties.**

17 “Parties” shall mean the Named Plaintiffs and Defendant.

18 **28. Preliminary Approval Date.**

19 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
20 preliminarily approving this Stipulation.

21 **29. Released Claims.**

22 See “Claims” at Section I.4.

23 **30. Released Parties.**

24 “Released Parties” as used herein, means Defendant, including its predecessors,
25 successors, and assignees, as well as Defendant’s current, former, and future parents, subsidiaries,
26 affiliates, representatives, lawyers, insurers, agents, partners, assigns, subrogees, officers,
27 shareholders, and directors.

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1 **31. Settlement.**

2 “Settlement” shall mean the settlement between the Parties, which is memorialized in this
3 Stipulation.

4 **32. Settlement Administrator.**

5 “Settlement Administrator” means Simpluris, Inc., or any other third-party administrator
6 mutually agreed to by the Parties and approved by the Court, which will perform the duties of: (a)
7 mailing the Notice Packets (defined below) to the Settlement Class; (b) tracking requests for
8 exclusion; (c) answering inquiries from Settlement Class Members; (d) notifying Parties of timely,
9 untimely and deficient requests for exclusion received; (e) calculating the amounts due to each
10 Participating Class Member (defined below) pursuant to the Settlement; (g) providing settlement
11 payments, along with IRS Forms W-2 and 1099, to Participating Settlement Members and to the
12 taxing authorities (except as otherwise provided in the Settlement); (h) reporting the settlement
13 amounts of each Participating Settlement Class Members and to all required taxing and other
14 authorities; (i) taking appropriate withholding from the settlement amounts of each Participating
15 Class Member, and paying all employer payroll taxes and other required payments withheld; (j)
16 utilizing the National Change of Address Database maintained by the United States Postal Service,
17 mail-forwarding information and/or skip tracing methods, as reasonable, to update the mailing list
18 and taking steps to send Notice Packets to current mailing addresses; (k) performing such other
19 duties as are described herein; and (l) establishing a Qualified Settlement Fund pursuant to
20 applicable law for the purpose of administering this Settlement.

21 **33. Settling Parties.**

22 “Settling Parties” shall mean the Named Plaintiffs, the Settlement Class, and Defendant.

23 **34. Stipulation.**

24 “Stipulation” shall mean this Amended Joint Stipulation of Class Action Settlement and
25 Release, including any attached exhibits.

26 **35. Required Tax Withholding.**

27 “Required Tax Withholding” shall mean any and all applicable federal, state or local
28 payroll taxes including those collected under authority of the Federal Insurance Contributions Act

1 (“FICA”) attributable to any Class Member’s Individual Settlement Amount that constitutes wages
2 as set forth in herein. Defendant’s share of any payroll taxes attributable to wages shall be paid by
3 Defendant separate and apart from any obligations of Defendant set forth herein.

4 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION.**

5 **1. Named Plaintiffs’ Claims.**

6 On or about March 12, 2020, Plaintiff Charles Goulet filed a Class Action Complaint
7 against Defendant in the Action setting forth the following causes of action: 1) Failure to Pay
8 Minimum Wage and Overtime Wages; 2) Failure to Provide Meal Periods; 3) Failure to Provide
9 Rest Periods; 4) Failure to Reimburse for Necessary Expenditures; 5) Failure to Provide Accurate
10 Wage Statements; 6) Failure to Pay Wages Upon Ending Employment; and 7) Unfair Competition
11 under California Business & Professions Code section 17200 *et seq.*

12 On or about April 27, 2021, Named Plaintiffs filed a First Amended Complaint in the
13 Action, which is the operative complaint at the time of settlement, adding Plaintiff Stacey Bell and
14 a Named Plaintiff and adding a claim for civil penalties under PAGA.

15 **2. Discovery, Investigation, Motion Practice and Research.**

16 The Parties conducted internal and informal investigations regarding the instant matter
17 including GPS records provided by Plaintiff Stacie Bell. Prior to attending mediation Defendant
18 voluntarily produced copies of Plaintiffs’ timecards and wage statements and timecards and wage
19 statements for 10 putative class members, or approximately 15% of the putative class, prior to the
20 mediation. Defendant represented there were approximately 6,359 collective workweeks for the
21 putative class during the class period. Plaintiffs informal and formal investigation included, among
22 other things: (1) inspection and analysis of employee documents and data, including personnel
23 files, time and payroll records, employment policies and procedures, and other relevant documents;
24 (2) evaluation of legal positions taken by Defendants; (3) evaluation of potential class-wide
25 damages and PAGA penalties; and (4) review and research of applicable law with respect to the
26 claims and potential defenses brought by Defendants. Class Counsel has vigorously prosecuted
27 this Class Action, and Defendants have vigorously defended it. The Parties have engaged in
28 sufficient discovery and investigation to assess the relative merits of the claims and contentions of

1 the Parties.

2 Defendant denies Plaintiffs' claims. Defendant does not believe that any liability to
3 Plaintiffs or Settlement Class Members exists or that Plaintiffs or Settlement Class Members are
4 entitled to any recovery. In addition, Defendant contends that Plaintiffs' claims are not suitable
5 for class or representative action treatment. Nothing in this Stipulation of Settlement shall be
6 construed to be or deemed an admission by Defendant of any liability, culpability, negligence or
7 wrongdoing toward the Class Representative, the Settlement Class Members or any other person
8 and Defendant specifically disclaims any liability, culpability, negligence or wrongdoing toward
9 the Class Representative, the Settlement Class Members or any other person and further denies
10 that class certification or representative action treatment is appropriate. Nothing in this Settlement
11 Agreement will be offered or used for the purpose of arguing or asserting this settlement is an
12 admission of liability by Defendant.

13 On October 13, 2020, the Parties participated in a full-day of mediation of this dispute with
14 mediator the Carl J. West, Ret. ("West"), with Jams ADR via Zoom. The mediation did not result
15 in a settlement. On October 23, 2020, West submitted a Mediator's Proposal for a GSV of Two
16 Hundred Ninety Thousand U.S. Dollars (\$290,000.00). The Parties agreed to accept the Mediator's
17 Proposal. All of the terms of the Parties' settlement are contained within this Stipulation of
18 Settlement. At all times, the Parties' settlement negotiations have been non-collusive, adversarial
19 and at arm's length.

20 Discussions between counsel for the Parties, as well as the Parties' investigation and
21 evaluation of Plaintiffs' claims, have permitted each side to assess the relative merits of the claims
22 and the defenses to those claims. The Parties agree that the above-described investigation and
23 evaluation, as well as the information exchanged during settlement negotiations and mediation,
24 are more than sufficient to assess the merits of the respective Parties' positions and to compromise
25 the issues on a fair and equitable basis. Based on their own independent investigations and
26 evaluations, Class Counsel is of the opinion that the consideration and terms of the Settlement as
27 set forth below, considering the representative and class claims and the risk of loss, are fair,
28 reasonable and adequate in light of all known facts and circumstances and are in the best interests

1 of the Class. Class Counsel is also of the opinion that the total consideration and settlement
2 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
3 surrounding the risk of further litigation and the possible defenses and offset claims that Defendant
4 has asserted and could assert.

5 Defendant and its counsel have similarly concluded that it is desirable that the Action be
6 settled in a manner and upon such terms and conditions set forth herein in order to avoid further
7 expense, inconvenience and distraction of further legal proceedings and the risk of the outcome of
8 the Action. Therefore, Defendant has determined that it is desirable and beneficial to finally and
9 fully put to rest the claims in the Action.

10 **3. Allegations of the Class Representatives and Benefits of Settlement.**

11 Plaintiffs and Class Counsel recognize the length of continued proceedings necessary to
12 litigate their disputes through certification, trial, and any possible appeal. Plaintiffs and Class
13 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
14 the difficulties and delays inherent in such litigation, including, but not limited to, the risks related
15 to a contested motion for class certification, and the risks related to liability raised by the issues in
16 this case. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish
17 liability for the claims asserted in the Action and the difficulties in establishing damages for the
18 Settlement Class Members. Plaintiffs and Class Counsel have also taken into account Defendants'
19 agreement to enter into a settlement that confers substantial relief upon Settlement Class Members.
20 Based on the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair,
21 adequate, and reasonable, and is in the best interests of the Settlement Class Members.

22 **4. Defendant's Denials of Wrongdoing and Liability.**

23 Defendant denied and continues to deny each and every material factual, procedural, and/or
24 legal allegation and alleged claim asserted in the Action. Defendant contends that it complied in
25 good faith with wage and hour laws and dealt legally and fairly with Named Plaintiffs and the
26 Settlement Class Members. Defendant denies that Named Plaintiffs and the Class Members would
27 be entitled to statutory and/or civil penalties as a result of Named Plaintiffs' claims in this Action.
28 Defendant further denies that, for any purpose other than settling this Action, these claims are not

1 appropriate for class or representative treatment. Nonetheless, Defendant concluded that further
2 proceedings in the Action would be protracted and expensive and that it is desirable that the Action
3 be fully and finally settled in the manner and upon the terms and conditions set forth in this
4 Stipulation in order to dispose of burdensome and protracted litigation, to permit the operation of
5 Defendant's business without further expensive litigation and the distraction and diversion of its
6 personnel with respect to matters at issue in the Action. Defendant also took into account the
7 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
8 Defendant therefore determined that it is desirable and beneficial to its business that the Action be
9 settled in the manner and upon the terms and conditions set forth in this Stipulation.

10 Furthermore, the settlement of this Action, the negotiation and execution of this
11 Stipulation, and all acts performed or documents executed pursuant to or in furtherance of this
12 Stipulation are not, shall not be deemed to be, and may not be used as, an admission or evidence
13 of any wrongdoing or liability on the part of Defendant, or of the truth of any of the factual
14 allegations of the Action, and are not, shall not be deemed to be, and may not be used as, an
15 admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or
16 administrative proceeding in any court, administrative agency, or other tribunal.

17 **5. Intent of the Settlement.**

18 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order
19 granting preliminary approval of the Settlement; (2) entry of an order granting provisional
20 certification of the Settlement Class for settlement purposes only; (3) entry of an order approving
21 the Class Notice; (4) entry of an order granting final approval of the Settlement; (5) entry of
22 Judgment effecting the provisions of this Stipulation; and (6) discharge of Released Parties from
23 liability for any and all of the Released Claims including a general release as to the Named
24 Plaintiffs. Separate and apart from this Settlement, Defendant agreed to separately settle Named
25 Plaintiffs' individual wrongful termination claims which is set forth in separate Confidential
26 Settlement Agreements which contain a general release and for which the Parties are agreeable to
27 disclosing to the Court for its review.

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III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS COUNSEL.

1. The Settlement Class.

For the purposes of this Stipulation and the Settlement of this Action only, the Parties stipulate to provisional class certification of the Settlement Class pursuant to California Rule of Court 3.769. Defendant's Counsel believes this provisional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns.

2. Appointment of Class Counsel.

For purposes of this Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this Stipulation.

IV. SETTLEMENT CONSIDERATION.

1. Gross Fund Value.

The Gross Fund Value and other actions and forbearances taken by Named Plaintiffs shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) the Class Attorneys' Fees and Expenses, (c) the Administrative Expenses, (d) the Enhancement Awards, (e) Required Tax Withholding, (f) PAGA payments, and (h) any other obligation of Defendant under this Stipulation.

After the Court issues an Order preliminarily approving this Settlement and provisionally certifying the Settlement Class, the Settlement Administrator will distribute Notice Forms to all Class Members. The forms shall identify the Class Member as well as the Class Member's projected Individual Settlement Amount if they choose to fully participate in the Settlement.

2. Enhancement Payment for Named Plaintiffs.

Named Plaintiffs may petition the Court to approve an Enhancement Payment in an amount up to \$10,000 each for their efforts on behalf of the Class in this Action, including assisting in the investigation of the claims, assisting in all aspects of the discovery process, assisting and participating in the mediation of this matter, and consulting with Class Counsel in other aspects of

the case. Defendant shall not oppose any request by Named Plaintiffs for Enhancement Payments in such amount. Any difference between the Enhancement Payments sought by Named Plaintiffs and the Enhancement Payments actually awarded by the Court (assuming preliminary and final approval of the Settlement) shall revert to the Net Settlement Amount and be distributed to the Class Members.

Any Enhancement Payments approved by the Court shall be paid to Named Plaintiffs from the Net Fund Value and shall be in addition to any distribution to which he or she may otherwise be entitled as a Class Member. Such Enhancement Payment shall not be considered wages, and Defendant shall issue Named Plaintiffs a Form 1099 reflecting such payment. Named Plaintiffs shall be responsible for the payment of any and all taxes with respect to their Enhancement Payment, respectively, and shall hold Defendant harmless from any and all liability with regard thereto.

3. Payment to Class Members.

Each Class Member shall be eligible to receive payment of an Individual Settlement Amount, which is a proportionate share of the Settlement based on the number of verified weeks worked by the Class Members. The Individual Settlement Amount paid to each Class Member will be a share of the Net Settlement Amount, less the PAGA Award (i.e., line item (e) of Section VII.1.). Accordingly, the Individual Settlement Amount of each Class Member shall be calculated as follows:

$$\frac{((NSA - PAGA\ award) \div total\ aggregate\ number\ of\ verified\ workweeks\ of\ all\ Class\ Members)}{\times\ number\ of\ verified\ workweeks\ of\ Individual\ Class\ Member} = Individual\ Settlement\ Amount$$

In addition, the Aggrieved Employees shall be eligible to receive payment of a proportionate share of the PAGA Award as described in Section VII.1.e, as follows:

$$\frac{(25\% \ of\ PAGA\ Award \div total\ aggregate\ number\ of\ verified\ workweeks\ of\ all\ Aggrieved\ Employees)}{\times\ number\ of\ verified\ workweeks\ of\ Individual\ Aggrieved\ Employee} = Individual\ PAGA\ Allocation$$

1 For purposes of these payments, a week of employment shall be defined as any regular
2 workweek in which the Class Member/Aggrieved Employee received wages for three or more
3 calendar days (whether wages were paid for actually working those days or while on paid,
4 approved vacation or sick leave). Each Class Member/Aggrieved Employee, including Named
5 Plaintiffs, shall be responsible for the payment of any and all taxes with respect to his or her
6 Individual Settlement Amount (other than the Required Tax Withholding, which shall be paid by
7 the Settlement Administrator as set forth in this Stipulation) and shall hold Defendant harmless
8 from any and all liability with regard thereto.

9 Those Settlement Class Members who have previously received settlement funds through
10 prior individual settlement agreements will not be required to return any portion of previously paid
11 settlement funds. Any previously paid settlement amount will be counted against these Settlement
12 Class Members' Individual Settlement Amount, except that each Settlement Class Member who
13 previously received settlement funds through a prior agreement will receive at least a minimum
14 Individual Settlement Amount equivalent to credit for one verified week of work, as described in
15 this Section IV.3.

16 **4. Tax Treatment and Payment.**

17 For the purpose of calculating Required Tax Withholding for the Individual Settlement
18 Amounts for Class Members (including any payments to the Named Plaintiffs but exclusive of any
19 Enhancement Awards and without acknowledging or admitting to any liability as it would relate
20 to the claims raised in this matter), the parties agree that twenty percent (20%) of each Individual
21 Settlement Amount shall constitute wages in the form of alleged unpaid wages (and each Class
22 Member will be issued an IRS Form W-2 for such payment to him or her), eighty percent (80%)
23 of each Individual Settlement Amount shall constitute interest and penalties (and each Class
24 Member will be issued an IRS Form 1099 MISC for interest and penalties and no withholdings
25 will be made).

26 The Parties understand and agree that the Named Plaintiffs and the Class Members who
27 receive any payment pursuant to this Stipulation shall be solely responsible for any and all
28 individual tax obligations associated with this Settlement (other than the Required Tax

1 Withholding, which shall be paid by the Settlement Administrator as set forth in this Stipulation).

2 **5. No Effect on Employee Benefit Plans.**

3 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify
4 any previously credited hours, days, or weeks of service under any employee benefit plan, policy
5 or bonus program sponsored by Defendant. Such amounts will not form the basis for additional
6 contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored
7 benefit plans, policies or bonus programs. The payments made under the terms of this Stipulation
8 shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages,
9 or any other form of compensation for the purposes of any of Defendant's benefit plan, policy or
10 bonus program. Defendant retains the right to modify the language of its benefit plans, policies
11 and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
12 Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any similar
13 measuring term as defined by applicable plans, policies and bonus programs for purposes of
14 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
15 benefits are not required by this Stipulation. Defendant does not consider the Settlement payments
16 "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit
17 plans, policies, or bonus programs, or any other plan sponsored by Defendant.

18 **6. Class Attorneys' Fees and Expenses.**

19 On the same day the Motion for Final Approval of the Class Action Settlement is due,
20 Class Counsel will submit an application for an award of Class Attorneys' Fees and Expenses with
21 the fee portion not to exceed one-third of the Net Fund Value and the award of actual costs and
22 expenses not to exceed \$12,000. Defendant agrees not to object to any such fee, cost or expense
23 application in those amounts. As a condition of this Settlement, Class Counsel has agreed to pursue
24 fees only in the manner reflected by this Section.

25 Any difference between the Class Attorneys' Fees and Expenses sought by Class Counsel
26 and the Class Attorneys' Fees and Expenses actually awarded by the Court (assuming preliminary
27 and final approval of the Agreement) shall revert to the Net Settlement Amount and be distributed
28 to the Class Members. The Class Attorneys' Fees and Expenses approved by the Court shall

1 encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any
2 attorney purporting to represent the Class through the date of this Stipulation; (b) all work
3 performed and costs incurred in connection with preliminary approval by the Court of the Class
4 Settlement; and (c) all work performed and costs and expenses, if any, incurred in connection with
5 administering the Settlement through entry of Judgment in the Action.

6 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES.**

7 **1. The Settlement Administrator's Costs and Expenses.**

8 All costs and expenses due the Settlement Administrator in connection with its
9 administration of the Settlement including, but not limited to, providing the Class Notice, locating
10 Class Members, processing requests for exclusion submitted by Class Members, and calculating,
11 administering and distributing Individual Settlement Amounts to the Class Members, shall be paid
12 from the Net Fund Value.

13 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS.**

14 **1. The Settlement Administrator.**

15 The Settlement Administrator will be responsible for mailing the Class Notice to Class
16 Members, setting up a toll-free number for the purpose of handling inquiries from Class Members
17 concerning the Class Notice and determination of Individual Settlement Amounts, preparing,
18 administering and distributing Individual Settlement Amounts to Class Members, and issuing a
19 final report and performing such other duties as the Parties may direct. On a weekly basis, the
20 Settlement Administrator will provide reports to Class Counsel and Defense Counsel updating
21 them as to the number of validated and timely received requests for exclusion from the Settlement.
22 The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-
23 stamped copies of the original written requests for exclusion no later than seven days after their
24 receipt. The Settlement Administrator will provide Class Counsel with proof of mailing of the
25 Class Notice Form, which Class Counsel will file with the Court no later than seven (7) days prior
26 to the Court's Final Approval and Fairness Hearing. No later than seven (7) days prior to the Final
27 Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class
28 Counsel and Defense Counsel a report with information regarding (a) the final Individual

1 Settlement Amounts of each Class Member and (b) the final number of Opt-Outs.

2 Administrative Expenses are not anticipated to exceed \$4,000. In the event that
3 Administrative Expenses exceed \$4,000 any and all additional amounts shall be deducted from the
4 Net Fund Value and the Net Settlement Amount will be recalculated to reflect such additional
5 Administrative Expenses. To the extent that Administrative Expenses exceed \$4,000, Class
6 Counsel agrees to provide an explanation to the Court, supported by declarations from Class
7 Counsel, as to the source of the additional Administrative Expenses, the reason such additional
8 expenses were not anticipated prior to the execution of this Agreement, and an explanation as to
9 whether such additional expenses should be deducted from the Gross Fund Value or allocated in
10 some other manner, subject to Court approval. In the event that Administrative Expenses are less
11 than \$4,000, the difference shall be added to the Net Settlement Amount for distribution to Class
12 Members.

13 **2. Notice to Class Members.**

14 Notice shall be provided to Class Members in the following manner: Within thirty (30)
15 calendar days after entry by the Court of its Order of Preliminary Approval, Defendant shall
16 provide the Settlement Administrator with an updated list of Class Members containing names,
17 social security numbers, last-known telephone numbers, last-known physical addresses and
18 workweeks for each Class Member (“the Database”). Within fifteen (15) calendar days after
19 receipt of the Database, the Settlement Administrator shall populate the Notice Forms for each
20 Class Member and shall send each Class Member the Class Notice via first-class, United States
21 mail.

22 The Class Notice shall contain an easily understood statement alerting the Class Members
23 that, unless they elect to opt-out of the Settlement, the Class Member is releasing and waiving all
24 Released Claims against Defendant and will be issued a check reflecting his or her Individual
25 Settlement Amount following Final Approval of the Settlement.

26 **3. Opt-Out Procedure.**

27 In order for a Class Member to Opt-Out of the Settlement, a Request for Exclusion must
28 be received by the Settlement Administrator within 45 days of being mailed by the Settlement

1 Administrator (“Opt-Out Deadline”). Any Request for Exclusion received after the 45th day,
2 respectively, will be invalid. In the event that, prior to the Opt-Out Deadline, any Class Notice
3 mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the
4 Settlement Administrator shall perform a skip trace search and seek an address correction for such
5 Class Member(s), and a second Class Notice will be sent to any new or different address obtained.
6 Such Class Member(s) shall have an additional 14 days in which to return the Request for
7 Exclusion.

8 It will be presumed that, if an envelope containing the Class Notice has not been returned
9 within 28 days of the mailing, the Class Member received the Class Notice. At least 14 days prior
10 to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
11 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with
12 regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration
13 shall specify the number of Class Members to whom Class Notices were sent and the number of
14 Class Members to whom Class Notices were not delivered. Class Counsel shall file this declaration
15 with the Court.

16 If the Settlement Administrator determines that a Request For Exclusion returned by a
17 Class Member before the Opt-Out Deadline is deficient, then the Settlement Administrator shall
18 mail a deficiency letter to that Class Member identifying the deficiencies no later than seven (7)
19 days after receipt of the deficient Request For Exclusion. The Class Member shall then have seven
20 (7) calendar days from the date of the Settlement Administrator’s deficiency letter to correct the
21 deficiencies, or his or her Request for Exclusion will be deemed invalid. Aggrieved Employees shall
22 not be permitted to opt out of the PAGA Award settlement.

23 **4. Objections.**

24 The Class Notice shall inform the Class Members of their right to object to the Settlement.
25 Any Class Member who wishes to object to the Settlement may file a written objection with the
26 Court and serve copies of the written objection to Class Counsel and Defense Counsel for receipt
27 no later than 45 days from the date that Class Notice is mailed. The objection should include the
28 case name and number and must set forth, in clear and concise terms, a statement of the reasons

1 why the objector believes that the Court should find that the proposed Settlement is not in the best
2 interest of the Class and the reasons why the Settlement should not be approved, including the
3 legal and factual arguments supporting the objection. Any objector may also appear at the Final
4 Approval Hearing, in person or through an attorney retained at his or her own expense, but such
5 appearance shall not be a prerequisite to the Court's consideration of any timely-filed objection.
6 Likewise, the submission of a written objection shall not be a prerequisite to a Class Member
7 appearing and being heard at the Final Approval Hearing. Class Members may withdraw their
8 objections at any time. Class Members who submit an objection shall remain subject to be bound by the
9 release provisions in this Agreement or the applicable release provisions in any order granting Final
10 Approval. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
11 Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class
12 Counsel will not represent any Class Members with respect to any such objections to this Settlement.

13 **5. Disputed Information on Notice Packets.**

14 Defendant's records will be presumed correct, but Class Members and/or Aggrieved Employees
15 will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class
16 Members and/or Aggrieved Employees dispute their current number of verified weeks for which they are
17 credited, Class Members and/or Aggrieved Employees may produce evidence to the Settlement
18 Administrator showing that such information is inaccurate. The Settlement Administrator shall inform the
19 Parties' attorneys of this evidence within ten (10) days to allow the Parties to meet and confer in an attempt
20 to resolve this issue. If Defendant disputes the evidence submitted by the Class Member and/or Aggrieved
21 Employee, Defendant will provide evidence supporting its calculation of the Class Member's and/or
22 Aggrieved Employees' workweeks. If the Parties' counsel are not able to reach agreement, the Settlement
23 Administrator will evaluate the evidence submitted by the Class Member and Defendant and will make
24 the final decision as to the merits of the dispute. All disputes will be decided within ten (10) business days
25 of the Response Deadline.

26 **VII. SETTLEMENT FUNDING, DISTRIBUTION AND REVERSION.**

27 **1. Allocation of the Gross Fund Value.**

28 The claims of all Class Members are settled for the Gross Fund Value, which will be

1 allocated as follows:

2 a. The Administrative Expenses (not anticipated to exceed \$4,000, see Article
3 VI, Section 1);

4 b. Class Attorneys' Fees and Expenses (fees not to exceed one-third (1/3) of
5 the NFV and expenses not to exceed \$12,000);

6 c. Enhancement Payment (not to exceed \$20,000 in total to Named Plaintiffs);

7 d. Required Tax Withholding, if any;

8 e. PAGA Award of \$20,000, seventy-five percent (75%) of which (equaling
9 \$15,000) shall be paid to the LWDA pursuant to California Labor Code Section 2699(i);

10 f. Thirty Thousand Dollars (\$30,000) which Defendant has already paid to the
11 certain Settlement Class Members in settlement of individual claims; and

12 g. The aggregate of all Individual Settlement Amounts as calculated based on
13 the Net Settlement Amount.

14 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
15 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
16 of the categories listed in this Article VII, Section 1(a)–(c) & (e)–(g), prior to sending Notice to
17 Class Members. Prior to final distribution, the Settlement Administrator shall calculate the final
18 Net Settlement Amount based on the actual values of the categories listed in this Article VII,
19 Section 1(a)–(c) & (e)–(g).

20 **2. Funding of the Settlement Amount**

21 Within ten (10) business days after Effective Date, Defendant shall deposit with the
22 Settlement Administrator the amount of Two Hundred and Sixty Thousand Dollars and Zero Cents
23 (\$260,000.00) into a Qualified Settlement Account to be established by the Settlement
24 Administrator.

25 a. Within fourteen (14) days after Defendant carries out the deposit described
26 herein, the Settlement Administrator shall wire to Class Counsel their Attorneys' Fees and
27 Expenses payments, respectively, and will issue to the Named Plaintiffs their Enhancement
28 Awards.

1 **3. Time for Payment of Required Tax Withholding and Individual Settlement**
2 **Amounts.**

3 To the extent that any Required Tax Withholding is required for any payments made
4 pursuant to this Stipulation, the Settlement Administrator shall make every effort to pay the
5 Required Tax Withholding associated with each Class Member's Individual Settlement Amount
6 and mail the Individual Settlement Amount to each Class Member, by first-class U.S. mail, to the
7 last-known address no later than fourteen (14) days after Defendant deposits the amount set forth
8 in Article VII, Section 2 with the Settlement Administrator. If the Settlement Administrator is not
9 able to do so within the time period set forth above, it shall so inform Class Counsel and Defense
10 Counsel and provide an approximate date by which any Required Tax Withholding shall be paid
11 and the Individual Settlement Amounts will be mailed. Under no circumstances shall the
12 Settlement Administrator distribute checks to Class Members until all timely Claims have been
13 considered, calculated, and accounted for, and all of the remaining monetary obligations have been
14 calculated and accounted for.

15 In the event that any Class Member is deceased, payment shall be made payable to the
16 estate of that Class Member and delivered to the executor or administrator of that estate, unless
17 the Settlement Administrator has received an affidavit or declaration pursuant to California
18 Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).
19 Within fourteen (14) days of mailing the Individual Settlement Amounts to Class Members, the
20 Settlement Administrator shall file with the Court, and shall provide to Class Counsel and Defense
21 Counsel, a declaration of payment.

22 **4. Non-Cashed Settlement Checks.**

23 All checks mailed to any Class Member pursuant to the Settlement must be cashed within
24 180 days after the date it is mailed by the Settlement Administrator, and the Settlement
25 Administrator shall include a cover letter with each check notifying the Class Members of the
26 deadline. If a check is returned to the Settlement Administrator, the Settlement Administrator will
27 make all reasonable efforts to contact the Class Member, including by telephone and by performing
28 a skip trace search for the Class Member's updated contact information, and to re-mail it to the

1 Class Member at the Class Member's correct address. In no event shall a Class Member's failure
2 to cash a settlement check be considered or constitute a waiver or revocation by the Class Member
3 of the release provisions contained in the Settlement.

4 Unclaimed funds due to Opt-Out(s) shall be added to the portion of the Net Settlement Amount
5 allocated to Class Members. Unclaimed Funds returned as undeliverable and California Individual
6 Settlement Payment checks remaining un-cashed for more than 180 days after issuance will be disbursed
7 subject to the provisions of California Code of Civil Procedure § 384(b)(3), with that portion of the
8 unclaimed funds allocated under Section 384(b)(3)(C) allocated to the Justice Gap Fund established by the
9 California State Bar.

10 **VIII. NULLIFICATION OF THIS STIPULATION.**

11 **1. Non-Approval of the Stipulation.**

12 If (a) the Court should for any reason fail to approve this Stipulation in the form agreed to
13 by the Parties, or (b) the Court should for any reason fail to enter a Judgment pursuant to this
14 Stipulation in the Action, or (c) the approval of the Settlement and Judgment is reversed, modified
15 or declared or rendered void, then the Settlement and conditional class certification shall be
16 considered null and void, and neither the Settlement, conditional class certification, nor any of the
17 related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement
18 shall stand in the same position, without prejudice, as if the Settlement had been neither entered
19 into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith
20 to cure any perceived defects in the Stipulation to facilitate approval.

21 **2. Invalidation.**

22 Defendant shall have the right to rescind the Settlement Agreement in the event that four
23 (4) or more Settlement Class Members opt out of the Settlement by submitting timely Requests
24 for Exclusion. In such event, Defendant may elect, in its sole discretion, to terminate the Settlement
25 Agreement by providing written notice to Class Counsel of the same within fourteen (14) calendar
26 days after the expiration of the right of the Class Members to opt out of the Settlement.

27 **IX. MOTION FOR COURT APPROVAL.**

28 **1. Preliminary Approval.**

1 Class Counsel will submit this Stipulation to the Court along with a Motion for Preliminary
2 Approval of the Settlement and Conditional Certification. The Parties shall cooperate to present
3 the Settlement to the Court for preliminary approval in a timely fashion.

4 **2. Final Approval.**

5 The Final Approval and Fairness Hearing shall be held before the Court at a date and time
6 to be determined by the Court.

7 **3. Entry of Judgment.**

8 At the Final Approval and Fairness Hearing, Named Plaintiffs and Defendant shall jointly
9 request the Court for the entry of the final order certifying the Settlement Class for settlement
10 purposes only and approving the Settlement as being fair, reasonable and adequate to the Class
11 Members and for the entry of a final Judgment consistent with the terms of the Settlement. Class
12 Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be
13 required for the Court's determination. The Court shall retain jurisdiction over the interpretation,
14 implementation, and enforcement of the Settlement following entry of a final Judgment, including
15 without limitation with respect to the Settlement Administrator's submission of a declaration of
16 payment.

17 **X. RELEASES AND WAIVERS.**

18 **1. Release of Claims by Settlement Class.**

19 Upon Defendant fully funding the Settlement Amount pursuant to Section VII(2) , each
20 member of the Class who has not timely indicated his or her desire to be excluded from the
21 Settlement releases the Released Parties, and each of them, of and from any and all Released
22 Claims through December 26, 2020.

23 Class Members are providing the Released Parties with a full and complete release with
24 respect to the Released Claims as set forth in this Stipulation. It is agreed that this Stipulation is
25 intended to fully and finally resolve the Released Claims and the action is to be dismissed, with
26 prejudice, as to each and every Class Member, except as to those within the Class who timely
27 submit Requests for Exclusion.

28 ///

XI. DUTIES OF THE PARTIES.

1. Mutual Full Cooperation.

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Stipulation.

2. Duty to Support and Defend the Settlement.

The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

3. Duties Prior to Court Approval.

Class Counsel shall promptly submit this Stipulation to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

XII. MISCELLANEOUS PROVISIONS.

1. Non-Admission.

Nothing in this Stipulation shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Named Plaintiffs regarding the merits of the Claims in this Action, including but not

1 limited to claims for unpaid wages under California law. Nothing herein shall constitute an
2 admission by Defendant that the Action was properly brought as a class or representative action
3 other than for settlement purposes. To the contrary, Defendant has denied and continues to deny
4 each and every material factual allegation and all Claims. To this end, the Settlement of the Action,
5 the negotiation and execution of this Stipulation, and all acts performed or documents executed
6 pursuant to or in furtherance of this Stipulation or the Settlement are not, shall not be deemed to
7 be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
8 Defendant or of the truth of any of the factual allegations in the Action; and are not, shall not be
9 deemed to be, and may not be used as, an admission or evidence of any fault or omission on the
10 part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative
11 agency, or other tribunal.

12 **2. Non-Retaliation.**

13 Defendant understands and acknowledges that it has a legal obligation not to retaliate
14 against any member of the Class who elects to participate in the Settlement or elects to opt out of
15 the Settlement. Defendant will refer any inquiries made to its Human Resources Department
16 regarding this Settlement to the Settlement Administrator or Class Counsel and no management-
17 level employee working at Defendant will encourage Class Members, directly or indirectly, to opt
18 out or object to the Settlement, or to otherwise refrain from cashing, depositing, or otherwise
19 negotiating the checks issued for Class Members' individual settlement share.

20 **3. Construction.**

21 The Parties hereto agree that the terms and conditions of this Stipulation are the result of
22 lengthy, intensive, arms-length negotiations between the Parties and that this Stipulation is not to
23 be construed in favor of or against any party by reason of the extent to which any party or its
24 counsel participated in the drafting of this Stipulation.

25 **4. Governing Law.**

26 This Stipulation is intended to and shall be governed by the laws of the State of California,
27 without regard to conflict of law principles, in all respects, including execution, interpretation,
28 performance, and enforcement.

1
2 **5. Notices.**

3 Except for Class Member notices required to be made by the Settlement Administrator,
4 any and all notices or other communications required or permitted under this Stipulation shall be
5 in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
6 certified mail, postage prepaid mail, e-mail, facsimile, or overnight delivery mail addressed to the
7 address of the party or their counsel appearing in this Stipulation.

8 **6. Captions and Interpretations.**

9 Section titles or captions contained herein are inserted as a matter of convenience and for
10 reference only and in no way define, limit, extend, or describe the scope of this Stipulation or any
11 provision thereof.

12 **7. Modification.**

13 This Stipulation may not be changed, altered, or modified, except in writing signed by the
14 Parties and approved by the Court. This Stipulation may not be discharged except by performance
15 in accordance with its terms or by a writing signed by the Parties and approved by the Court.

16 **8. Integration Clause.**

17 This Stipulation contains the entire agreement between the Parties relating to the
18 Settlement of the Action and the transactions contemplated thereby, and all prior or
19 contemporaneous agreements, understandings, representations, and statements, whether oral or
20 written, and whether by a party or such party's legal counsel, are hereby superseded. No rights
21 under this Stipulation may be waived except in writing.

22 **9. Successors and Assigns.**

23 This Stipulation shall be binding upon and inure to the benefit of the Settling Parties
24 (excluding only persons who submitted timely Requests for Exclusion and did not rescind such
25 Requests) and their respective present and former heirs, trustees, executors, administrators,
26 representatives, officers, directors, shareholders, agents, employees, insurers, attorneys,
27 accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent
28 companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and

1 assigns.

2 **10. Corporate Signatories.**

3 Any person executing this Stipulation or any such related document on behalf of a
4 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such
5 person has been duly authorized by such corporation to execute this Stipulation or any such related
6 document.

7 **11. Execution in Counterparts.**

8 This Stipulation shall become effective upon its execution by all of the undersigned. The
9 Parties and their counsel may execute this Stipulation in counterparts, and execution of
10 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

11 **12. Attorneys' Fees, Costs and Expenses.**

12 Except as otherwise specifically provided for herein, each party shall bear his or its own
13 attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the
14 Action and shall not seek reimbursement thereof from any other party to this Stipulation.

15 **13. Action to Enforce Agreement.**

16 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall
17 be entitled to recover attorneys' fees and costs.

18 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation
19 on the date below their signatures or the signature of their representatives. The date of the
20 Stipulation shall be the date of the latest signature.

21
22 Dated: May 13, 2022



Charles Goulet

23
24
25 Dated: _____

Stacey Bell

1 assigns.

2 **10. Corporate Signatories.**

3 Any person executing this Stipulation or any such related document on behalf of a
4 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such
5 person has been duly authorized by such corporation to execute this Stipulation or any such related
6 document.

7 **11. Execution in Counterparts.**

8 This Stipulation shall become effective upon its execution by all of the undersigned. The
9 Parties and their counsel may execute this Stipulation in counterparts, and execution of
10 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

11 **12. Attorneys' Fees, Costs and Expenses.**

12 Except as otherwise specifically provided for herein, each party shall bear his or its own
13 attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the
14 Action and shall not seek reimbursement thereof from any other party to this Stipulation.

15 **13. Action to Enforce Agreement.**

16 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall
17 be entitled to recover attorneys' fees and costs.

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19 on the date below their signatures or the signature of their representatives. The date of the
20 Stipulation shall be the date of the latest signature.

21
22 Dated: _____

Charles Goulet

23
24
25 Dated: May 13, 2022 _____



Stacey Bell

1 Dated: _____

Industrial Finishes & Systems, Inc.

2
3 By: _____

4 Title: _____

5
6 **APPROVED AS TO FORM AND CONTENT:**

7
8 LAW OFFICES OF JAKE D. FINKEL

9 Dated: May 13, 2022
10 _____

Joshua Park

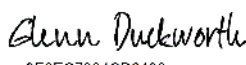
11 Jake D. Finkel
12 Joshua Park
13 Attorneys for Plaintiffs
14 Charles Goulet
15 Stacey Bell

16
17 SUTTON HAGUE LAW CORPORATION,
18 P.C.

19 Dated: _____

20 S. Brett Sutton
21 Jared Hague
22 Brady Briggs
23 Attorneys for Defendant
24 Industrial Finishes & Systems, Inc.

1 Dated: 5/13/2022

DocuSigned by:

9E3EC7834CD8438...
Industrial Finishes & Systems, Inc.

By: Glenn Duckworth

Title: President

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

LAW OFFICES OF JAKE D. FINKEL

9 Dated: _____

Jake D. Finkel
Joshua Park
Attorneys for Plaintiffs
Charles Goulet
Stacey Bell

SUTTON HAGUE LAW CORPORATION,
P.C.

17 Dated: May 16, 2022


S. Brett Sutton
Jared Hague
Brady Briggs
Attorneys for Defendant
Industrial Finishes & Systems, Inc.