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7 Attorneys for Plaintiff John Ohman, individually,
8 and on behalf of all others similarly situated.

9 *[Additional counsel listed on following page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**

12
13 JOHN OHMAN, individually and on behalf of all
others similarly situated,

14 Plaintiff,

15 vs.
16

17 STRATEGIC SANITATION SERVICES, INC.;
18 and DOES 1 through 20, inclusive,

19 Defendants.
20
21

Case No.: 20CV365256

Assigned for All Purposes to:
Hon. Brian C. Walsh
Dept. 1

JOINT STIPULATION OF SETTLEMENT

1 **LANDEGGER RIVAS VERANO & DAVIS ALC**
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10 Attorneys for Defendant Strategic Sanitation Services, Inc.
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff John Ohman (“Named Plaintiff”)
7 and the Class Members, on the one hand, and Defendant Strategic Sanitation Services, Inc.
8 (“Strategic” or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are
9 referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Hundred Thousand
12 Dollars (\$300,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant
13 to the terms and conditions of this Agreement and for the consideration set forth herein, including
14 but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth
15 herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *John Ohman, individually and on*
21 *behalf of all others similarly situated v. Strategic Sanitation Services, Inc.*; and DOES 1 through 20,
22 inclusive,” Case No. 20CV365256, commenced on March 19, 2020, in the Superior Court of the
23 State of California for the County of Santa Clara.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies
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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means March 19, 2016 through February 23, 2021.

h. “Court” means the California Superior Court for the County of Santa Clara, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Strategic Sanitation Services, Inc.

k. “Defense Counsel” means counsel for Defendant:

LANDEGGER RIVAS VERANO & DAVIS ALC

Alfred J. Landegger, State Bar No. 84419
Evelyn Zarraga, State Bar No. 296835
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1 l. "Disposition" means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. "Gross Settlement Amount" means Three Hundred Thousand Dollars and Zero Cents
8 (\$300,000.00) to be paid by Defendant, without reversion, in two equal installments of One Hundred
9 Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the first installment of \$150,000.00 paid on
10 or before October 15, 2021, but no earlier than final approval, and the second installment of
11 \$150,000.00 paid on or before April 15, 2022, but no earlier than final approval) as provided by this
12 Agreement to settle this Action. All claims of the Class and all administration costs, attorney's fees
13 and costs, and Incentive Award, pursuant to Section 3.06(a) below, shall be paid out of the Gross
14 Settlement Amount. The employer's share of payroll taxes arising from the payments made under
15 this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement
16 Amount. The Gross Settlement Amount is subject to a cap on the Class Period pursuant to Section
17 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

18 o. "Incentive Award" means a monetary amount of up to Seven Thousand Five Hundred
19 Dollars (\$7,500.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort
20 and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

21 p. "Individual Settlement Payment(s)" means each Participating Class Member's and
22 PAGA Group Members respective share of the Net Settlement Amount. Individual Settlement
23 Payments will be determined by the calculations provided in this Agreement.

24 q. "LWDA" means The State of California Labor and Workforce Development Agency.

25 r. "LWDA Payment" means 75% of the \$10,000 allocated to the settlement of PAGA
26 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
27 this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiff' submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in this Action.

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means John Ohman.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 Settlement Administration Costs, Class Counsels' attorney's fees and costs, Incentive Award, and
11 LWDA Payment, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
18 codified in California Labor Code §§ 2698 *et seq.*

19 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
20 allocated to the resolution of Class Members' claims arising under PAGA. The Parties have agreed
21 that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to Court approval.
22 Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining
23 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members.

24 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
25 time between March 18, 2019 through February 23, 2021 ("PAGA Period").

26 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
27 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
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1 Settlement Amount automatically without the need to return a claim form. Each Participating Class
2 Member will be paid his/her Individual Settlement Payment.

3 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
4 Settlement embodied in this Agreement.

5 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members and PAGA Group Members.

8 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
9 for Defendant as non-exempt employees during the Class Period.

10 ff. "Released Parties" means Defendant and its past, present and/or future officers,
11 directors, managers, shareholders, employees, agents, operators, principals, owners, heirs,
12 representatives, accountants, auditors, consultants, insurers and reinsurers, successors and
13 predecessors in interest, assigns, subsidiaries, affiliates, members, divisions, fiduciaries, trustees,
14 partners, shareholders, investors, benefit plans, parents and attorneys, if any.

15 gg. "Response Deadline" means the deadline by which Class Members must postmark or
16 fax to the Settlement Administrator requests for exclusion or notices of objection. The Response
17 Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the
18 Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal
19 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
20 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
21 mailing.

22 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
24 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
25 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
26 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award,
27 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
28 Amount.

ii. “Settlement Administrator” means Simpluris, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the

1 Date of Finality does not occur, and Defendant will not be deemed to have waived, limited, or
2 affected in any way any of its objections, or defenses in this Action.

3 The Parties and their respective counsel shall take all steps that may be requested by the Court
4 relating to the approval and implementation of this Agreement and shall otherwise use their
5 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
6 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
7 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
8 resolution, the Parties agree to seek the assistance of mediator Gig Kyriacou to resolve the dispute.

9 **ARTICLE III**

10 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

11 The procedure for obtaining Court approval of and implementing this Agreement shall be as
12 follows:

13 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

14 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
15 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
16 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
17 Approval Date." Prior to Named Plaintiff applying to the Court for approval of the settlement, Class
18 Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code
19 § 2699(1)(2).

20 **Section 3.02: The Settlement Administrator**

21 The Parties have chosen Simpluris, Inc. to administer this Settlement and to act as the
22 Settlement Administrator, including but not limited to distributing and responding to inquiries about
23 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
24 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
25 and distributing them to Participating Class Members and PAGA Group Members, establishing and
26 maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the
27 Incentive Award checks to Named Plaintiff, and the employer payroll taxes to the appropriate taxing
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1 authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of
2 this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
7 returns and any other filings required by any governmental taxing authority or agency, all costs and
8 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
9 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
10 incurred and/or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
12 Administrator from the Gross Settlement Amount.

13 **Section 3.03: Notice to Class Members**

14 No later than five (5) business days after the Preliminary Approval Date, Defendant will
15 provide the Settlement Administrator with a “Class List” in electronic format based on its business
16 records, identifying the names of the Class Members, their last known home addresses, Social
17 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
18 and weeks worked during the Class Period.

19 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
20 Administrator will send Class Members, by first-class mail, at their last known address, the Court
21 approved Notice Packet, in English and Spanish, including notice of this Settlement and of the
22 opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the
23 Class Member’s approximate share of the Net Settlement Amount. Class Members will have forty-
24 five (45) days from the date of mailing in which to postmark objections or requests for exclusion.
25 Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses
26 against the National Change of Address database and shall update any addresses before mailing. The
27 Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5)
28 days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-

1 mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five
2 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark
3 objections or requests for exclusion. Class Members shall not be required to submit claim forms in
4 order to receive a proportional share of the Net Settlement Amount.

5 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
6 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
7 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
9 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
10 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
11 that reasonable means be used to locate Class Members and that the Settlement Administrator be
12 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
13 Individual Settlement Payments to all Participating Class Members and PAGA Group Members.

14 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
15 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
16 status report provided to the Parties.

17 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
18 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
19 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
20 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
21 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
22 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
23 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
24 procedures set forth in Section 3.06(g) below.

25 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
26 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
27 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
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for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment (except for PAGA Group Member who retain a right to receive a pro-rata share of the portion of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members), will not be bound by the terms and conditions of this

1 Agreement (other than as it applies to the PAGA claim with respect to the PAGA Group Members),
2 and will not have any right to object, appeal, or comment thereon.

3 If the Court approves the compromise of the PAGA claim, all PAGA Group Members are
4 bound by the Court's resolution of that claim. Class Members who are also PAGA Group Members
5 submitting a request for exclusion will nevertheless receive their pro-rata share of the 25% of the
6 PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

7 Any Class Member who fails to timely submit a request for exclusion shall automatically be
8 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
9 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
10 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
11 and/or released in this Agreement will be extinguished.

12 **c. Objections to Settlement**

13 For any Class Member to object to this Agreement, or any term of it, the person making the
14 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
15 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
16 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
17 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
18 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
19 the date the signed objection was postmarked, shall be conclusively determined according to the
20 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
21 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
22 Members may also appear at the final approval hearing to object. The Court retains final authority
23 with respect to the consideration and admissibility of any Class Member objections.

24 **d. Encouragement of Class Members**

25 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
26 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
27 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
28 Class Members.

1 **e. Cap on Class Period**

2 Defendant has estimated the number of Class Members as of the date of mediation as 123.
3 Defendant has estimated that the number of workweeks is 8,591. If the number of workweeks
4 increases by more than 10% the Class Period will be capped as of the date the workweeks reach the
5 10% increase.

6 **Section 3.05: Final Fairness and Approval Hearing**

7 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
8 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
9 and determine whether the Court should give it final approval, and (2) consider any objections made
10 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
11 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
12 Proposed Final Order Approving Settlement of Class Action. Upon entry of the Final Order by the
13 Court, Class Counsel shall submit the Final Order to the LWDA in conformity with California Labor
14 Code § 2699(1)(3).

15 **Section 3.06: Settlement Payment Procedures**

16 **a. Settlement Amount**

17 In exchange for the Released Claims and Released PAGA Claims set forth in this Agreement,
18 Defendant agrees to pay the Gross Settlement Amount in the amount of Three Hundred Thousand
19 Dollars (\$300,000.00), without reversion, in two equal installments of One Hundred Fifty Thousand
20 Dollars (\$150,000.00). The Gross Settlement Amount includes all Individual Settlement Amounts to
21 Participating Class Members and PAGA Group Members, all administration costs, Class Counsel's
22 attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payment. Except for
23 employer-side payroll taxes as provided in this Agreement, under no circumstances shall Defendant
24 be required to pay more than the Gross Settlement Amount.

25 On October 15, 2021, or within ten (10) calendar days after the Court signs the Final Order
26 if not already approved by October 15, 2021, Defendant shall transfer half of the Gross Settlement
27 Amount (\$150,000.00) plus Defendant's share of employer-side payroll taxes, as set forth herein,
28 into a QSF established by the Settlement Administrator either directly or by sending the funds to the

1 Settlement Administrator to be deposited and distributed. On April 15, 2022, or within ten (10)
2 calendar days after the Court signs the Final Order if not already approved by April 15, 2022,
3 Defendant shall transfer the second installment of \$150,000.00 of the Gross Settlement Amount plus
4 Defendant's share of any additional employer-side payroll taxes, as set forth herein, into the QSF
5 established by the Settlement Administrator either directly or by sending the funds to the Settlement
6 Administrator to be deposited and distributed. The Settlement Administrator shall provide as soon as
7 possible to Defense Counsel instructions for Defendant to tender the installment payments by
8 electronic transfer to the Settlement Administrator as described in this Section. The Settlement
9 Administrator will calculate and advise Defendant of the total amount owed as employer-side payroll
10 taxes with each installment. The Parties agree that Defendant's payment obligations with respect to
11 each installment payment made pursuant to this Agreement shall be met upon initiating the electronic
12 transfer of funds to the Settlement Administrator, pursuant to its instructions.

13 Once the entire Gross Settlement Amount has been transferred to the Settlement
14 Administrator, the Settlement Administrator will use these funds to fund payment of the Individual
15 Settlement Payments to Participating Class Members and PAGA Group Members, Class Counsel's
16 attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement
17 Administration Costs. Within ten (10) court days after receiving Defendants' final payment, funding
18 the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement
19 Payments to Participating Class Members and PAGA Group Members, Class Counsel's attorneys'
20 fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax withholdings
21 applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement
22 Administrator will perform a search based on the National Change of Address Database to update
23 and correct for any known or identifiable address changes.

24 **b. Payment of Attorneys' Fees and Costs**

25 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
26 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
27 Hundred Thousand Dollars and Zero Cents (\$100,000.00). Class Counsel shall submit an application
28 for an award of costs not to exceed Twelve Thousand Dollars (\$12,000.00). Such application for

1 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
2 Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall
3 serve Defendant with copies of all documents submitted in support of their application for an award
4 of attorneys' fees and costs.

5 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
6 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
7 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
8 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
9 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
10 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
11 will be reallocated to the Net Settlement Amount. The Settlement Administrator shall issue an IRS
12 Form 1099 to Named Plaintiff for any to Class Counsel for any attorneys' fees and costs award.

13 **c. Payment of Settlement Administration Costs**

14 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
15 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Four
16 Thousand Nine Hundred Dollars (\$4,900.00). To the extent that the Court approves less than the
17 amount of Settlement Administration Costs that Class Counsel requests, the difference between the
18 requested and awarded amounts will be reallocated to the Net Settlement Amount. Any amounts not
19 used by the Settlement Administrator for Settlement Administration Costs shall be added to the Net
20 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to the Settlement
21 Administrator for any Settlement Administration Costs.

22 **d. Payment of Incentive Award to Named Plaintiff**

23 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
24 Seven Thousand Five Hundred Dollars (\$7,500.00), the request for which Defendant will not object
25 to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not
26 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent
27 that the Court approves less than the amount of incentive award that Class Counsel request, the
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1 difference between the requested and awarded amounts will be reallocated to the Net Settlement
2 Amount.

3 Because it is the intent of the Parties that the Incentive Award represent payment to Named
4 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
5 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
6 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
7 authorities as required by law. Named Plaintiff shall be solely and legally responsible for correctly
8 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
9 Named Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for
10 taxes, penalties, or interest arising as a result of the Incentive Award.

11 **e. Payment to the Labor and Workforce Development Agency**

12 In consideration of claims made under PAGA, Class Counsel will request that the Court
13 approve allocation of Ten Thousand Dollars (\$10,000) of the Gross Settlement Amount to these
14 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
15 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
16 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
17 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
18 The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the
19 Action, will not invalidate this Agreement. The Settlement Administrator shall issue an IRS Form
20 1099 to the LWDA for any LWDA Payment.

21 **f. Payment of Individual Settlement Payments to Participating Class Members**
22 **and PAGA Group Members**

23 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
24 Payments. The Parties agree that the Net Settlement Amount less \$2,500 (or the Court approved
25 amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group
26 Members) shall be divided between all Participating Class Members in proportion to the number of
27 individual Qualifying Workweeks for each Participating Class Member. To calculate the minimum
28 amount each Class Member will receive based on their individual Qualifying Workweeks, the Net

Settlement Amount less \$2,500 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members) will be divided by the total number of Qualifying Workweeks worked by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. This “class claim” portion of each Class Member’s approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount less \$2,500 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members) will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

In addition, the Individual Settlement Payment of each PAGA Group Member will include a pro rata share of the \$2,500 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members) allocated for PAGA penalties to PAGA Group Members on a pro rata basis based on the individual Qualifying Workweeks worked during the PAGA Period by each PAGA Group Member. The \$2,500 allocated for PAGA penalties to PAGA Group Members (or the Court approved amount from the PAGA Settlement Amount) will be divided by the total number of Qualifying Workweeks worked by all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. This “PAGA claim” portion of each Class Member’s approximate Individual Settlement Payment amount will be included in his or her Notice Packet.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

The “class claim” portion of each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 80% allocated to interest and penalties. The “PAGA claim” portion of each Individual Settlement Payment shall be

1 characterized as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings
2 customarily made from an employee's wages and all other authorized and required withholdings and
3 shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition
4 to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
5 authorized and required withholdings other than the tax withholdings customarily made from
6 employees' wages and shall be reported by IRS 1099 forms. No later than ten (10) business days
7 after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall
8 prepare and mail the checks for the Individual Settlement Payments to Participating Class Members
9 and PAGA Group Members. Individual Settlement Payments paid from the Net Settlement Amount
10 allocated to wages will be reduced by applicable employer and employee tax withholdings, and the
11 Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement
12 Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the
13 interest and penalty portions of the Individual Settlement Payments. Participating Class Members
14 and PAGA Group Members shall have 180 days from the date their Individual Settlement Payment
15 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
16 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
17 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

18 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
19 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
20 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
21 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
22 Settlement Administrator is unable to obtain a valid mailing address through this process, the
23 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
24 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

25 **g. Default on Payment.**

26 In the event Defendant makes a late payment or does not pay any portion of the Gross
27 Settlement Amount, it shall be considered a default. In the event Defendant fails to make any payment
28 on the date it is due, under Section 3.06(a), the Settlement Administrator will provide notice to Class

Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have thirty (30) days to cure the default and tender payment to the Settlement Administrator. Defendant shall make any payment under this provision pursuant to the Settlement Administrator's electronic transfer instructions. The Parties expressly agree that the Defendant's payment obligations with respect to any cure shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions. In the event Defendant fails to cure the default within the times set forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

h. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members and PAGA Group Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

i. No Tax Advice or Liability.

The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement, or any written communication or disclosure between or among the parties or their attorneys and other advisers, to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement, nor any written communication or disclosure between or among the parties or their attorneys and other advisers, constitute or be relied upon as such. By participating in the settlement, each Participating Class Members and PAGA Group Members shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments

1 and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or
2 interest arising as a result of the payments.

3 **ARTICLE IV**

4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

5 **Section 4.01: No Admission**

6 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
7 Class should not have been certified in the Action. This Agreement is entered into solely for the
8 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
9 construed as an admission of liability or wrongdoing by Defendant. Neither the acceptance nor the
10 performance by Defendant of the terms contained in this Agreement nor any of the related
11 negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an
12 admission by Defendant of the truth of any allegations in any version of the Complaint.

13 **Section 4.02: Non-Evidentiary Use**

14 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
15 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
16 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
17 including but not limited to, evidence of a presumption, concession, indication, or admission by any
18 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
19 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
20 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
21 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
22 released through this Agreement, including in any judicial, quasi-judicial, administrative, or
23 governmental proceeding.

1 **Section 4.03: No Publicity**

2 Named Plaintiff and Class Counsel agree not to disclose or publicize the negotiations
3 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
4 except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of
5 doubt, this section means Named Plaintiff and Class Counsel agree not to issue press releases,
6 communicate with, or respond to any media or publication entities about the Settlement. Class
7 Counsel can disclose public information about the case as long as they do not issue press releases,
8 communicate with, or respond to any media or publication entities. Additionally, for the limited
9 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions for purposes
10 of seeking approval of an unrelated settlement, Class Counsel may refer to any information in the
11 public record for such purposes.

12 **Section 4.04: Nullification**

13 The Parties have agreed to the certification of the Class encompassing all claims alleged in
14 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
15 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
16 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
17 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
18 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
19 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
20 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
21 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
22 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
23 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
24 should be certified by the Court in a non-settlement context in this Action or any other action, and in
25 any of those events, Defendant expressly reserves the right to oppose certification of the Class. The
26 Court's ruling on the request for Class Counsel's attorneys' fees and costs shall not affect the
27 enforceability of this Agreement or the terms contained herein. In the event of a timely appeal from
28

1 the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be
2 distributed pending the completion of the appeal.

3 **Section 4.05: Right to Withdraw**

4 Notwithstanding any other provision contained in this Agreement, if Class Members whose
5 workweeks represent more than Ten Percent (10%) of the workweeks of all Class Members submit
6 timely and valid requests for exclusion from the Settlement during the Opt-Out Period outlined
7 herein, Defendant shall have the option but not the obligation, in its sole discretion, to withdraw from
8 this Agreement (“Right to Withdraw”), whereupon the Agreement shall be null and void for any and
9 all purposes and may not be used or introduced in the Action or any other proceeding. The Parties
10 will be restored to their respective positions in the litigation as if this Agreement was never
11 negotiated, drafted or agreed upon. However, if Defendant exercises its Right to Withdraw,
12 Defendant will be responsible for all Settlement Administration Costs incurred up to the date when
13 the Defendant exercises its Right to Withdraw. The Settlement Administrator shall notify Class
14 Counsel and Defense Counsel whether this right is triggered five (5) calendar days after the period
15 to file an Opt-Out has expired. If Defendant elects to exercise its Right to Withdraw under this
16 provision, Defendant will so notify Class Counsel and the Court no later than five (5) calendar days
17 after receiving notice of the number of opt-outs and/or value of the valid claims made by the
18 Participating Class Members.

19 **ARTICLE V**

20 **RELEASES**

21 **Section 5.01: Released Claims by Class Members**

22 Upon the Date of Finality and full funding of the Gross Settlement Amount and by operation
23 of the Agreement’s terms, Named Plaintiff and Participating Class Members who do not opt out of
24 the Settlement, release the Released Parties from any and all class claims, debts, liabilities, demands,
25 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which relate
26 to any and all claims alleged in Named Plaintiff’s operative complaint, or which could have been
27 alleged based on the facts alleged in the operative complaint, during the Class Period, including but
28 not limited to (1) failure to pay minimum wages, including but not limited to reporting time pay; (2)

1 failure to pay overtime wages; (3) failure to pay all wages to piece-rate workers; (4) failure to provide
2 meal periods; (5) failure to authorize or permit rest periods; (6) failure to furnish accurate itemized
3 wage statements wage statement; (7) failure to pay wages due upon separation of employment and
4 within the required time; (8) violation of California Business and Professions Code §§17200, *et seq.*,
5 violations of California Labor Code §§ 201-203, 204, 210, 226, 226.2, 226.7, 510, 512, 558, 1182.12,
6 1174, 1174.5, 1194, 1194.2, 1197, 1198, and violations of the Industrial Welfare Commission Wage
7 Orders (“Released Claims”). As to any Participating Class Member who cashes and/or negotiates the
8 check representing their Individual Settlement Payment, the signing and negotiation of that check
9 shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the
10 Released Claims arising under the Fair Labor Standards Act (“FLSA”). Plaintiff will amend the
11 complaint prior to or at the time of Preliminary Approval to add the reporting time claim.

12 **Section 5.02: Released PAGA Claims by PAGA Group Members**

13 Upon the Date of Finality and full funding of the Gross Settlement Amount and by operation
14 of the Agreement’s terms, the State of California and PAGA Group Members release the Released
15 Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the
16 operative complaint, which arose during the PAGA Period, including any and all claims for civil
17 Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] that are based upon or arise from the factual
18 allegations in Named Plaintiff’s notice(s) sent to the LWDA and alleged in the operative complaint,
19 including all attorneys’ fees and costs related thereto, regardless of whether PAGA Group Members
20 opt out of the Class Settlement (“Released PAGA Claims”). Plaintiff will amend his notice to the
21 LWDA prior to or at the time of Preliminary Approval to add the reporting time claim.

22 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

23 Upon the Date of Finality, Named Plaintiff, waives, releases, acquits, and forever discharges
24 the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of
25 action, of any nature arising from Named Plaintiff’s employment with Defendant, whether known or
26 unknown, which exist or may exist as of the Parties’ execution of this Agreement.

27 Section 1542 of the California Civil Code provides as follows:
28

1 *“A general release does not extend to claims which the creditor does not*
2 *know or suspect to exist in his or her favor at the time of executing the*
3 *release, which if known by him or her must have materially affected his*
4 *or her settlement with the debtor.”*

5 Named Plaintiff’s general release provided herein is made with an express waiver and
6 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

7 **ARTICLE VI**

8 **MISCELLANEOUS PROVISIONS**

9 **Section 6.01: Amendments or Modification**

10 The terms and provisions of this Agreement may be amended or modified only by an express
11 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

12 **Section 6.02: Assignment**

13 None of the rights, commitments, or obligations recognized under this Agreement may be
14 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
15 consent of each other Party and their respective counsel. The representations, warranties, covenants,
16 and agreements contained in this Agreement are for the sole benefit of the Parties under this
17 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
18 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned,
19 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
20 portion of any liability, claim, demand, action, cause of action or rights herein released and
21 discharged except as set forth herein.

22 **Section 6.03: Governing Law**

23 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
24 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
25 of laws.

26 **Section 6.04: Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
28 contains the entire understanding of the Parties with respect to the subject matter contained herein.

1 In case of any conflict between text contained in Articles I through VI of this Agreement and text
2 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
3 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
4 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
5 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
6 supersedes all prior agreements and understandings among the Parties with respect to the settlement
7 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
8 prior agreements or proposals.

9 **Section 6.05: Waiver of Compliance**

10 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
11 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
12 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
13 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
14 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
15 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of counterparts
18 and any Party and/or their respective counsel may execute any such counterpart, each of which when
19 executed and delivered shall be deemed to be an original. All counterparts taken together shall
20 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
21 signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a
25 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
26 to submitting such disputes to the Court.

1
2 *To Defendant:*

3 Alfred J. Landegger
4 Evelyn Zarraga
5 LANDEGGER RIVAS VERANO & DAVIS ALC
6 15760 Ventura Blvd., Suite 1200
7 Encino, California 91436
8 Telephone: 818.986.7561
9 Facsimile: 818.986.5147

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11 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

12 To the extent consistent with class action procedure, this Agreement shall be enforceable by
13 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
14 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
15 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
16 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
17 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
18 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
19 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
20 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
21 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
22 fees incurred in connection with any enforcement actions.

23 **Section 6.14: Destruction of Informal Discovery**

24 The Parties agree that in the event the Court does not approve the Settlement for any reason,
25 or if the Settlement cannot be consummated for any reason, Class Counsel expressly agrees to either:
26 (1) return all informally produced discovery by Defendant to Defendant or Defense Counsel; or (2)
27 immediately destroy all informal discovery, and provide sufficient proof (such as a declaration under
28 oath by Class Counsel) that the information was destroyed, upon written request by Defense Counsel
at least 15 calendar days after becoming aware that the Settlement has failed to become final.
Retaining any copy of direct or derivative information shall be a violation of this provision. Such
informal discovery shall include, but is not limited to: (1) Class Members' time and payroll records;

(2) written policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege. If Class Counsel fails to either destroy or return such information within a reasonable time, the Parties expressly agree that Defense Counsel may apply to the Court to seek enforcement of this specific provision (including any and all reasonable attorney's fees and costs in seeking such enforcement).

If the Court approves the settlement, Named Plaintiff and Class Counsel agree to maintain the information provided by Defendant only for as long as it is necessary to consummate and finalize the approval process of the Settlement by the Court, up to and including the Effective Date. After such time and within 15 days of a written request from Defense Counsel, the Parties agree that Class Counsel will return the information to Defendant or Defense Counsel, or destroy the information (including any derivative information) as provided herein, except as provided in Named Plaintiff's personnel file.

Named Plaintiff and Class Counsel agree to treat and maintain the information disclosed confidentially, protect it, and take any and all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly agree that Class Counsel may disclose such information to the Court as is necessary to consummate and finalize the approval process of the Settlement by the Court.

Section 6.15: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.16: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action

required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.17: No Reliance on Representations

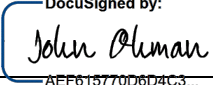
The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 4/7/2021

JOHN OHMAN

By:  AEF615770D6D4C3...
Named Plaintiff

Dated: _____

STRATEGIC SANITATION SERVICES, INC.

By: _____
(Signature)

(Printed Name)

(Title)

1 required to effectuate the terms of this Agreement, except for signing documents, including but not
2 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
3 represents and warrants that the individual executing this Agreement on its behalf has the full right,
4 power, and authority to enter into this Agreement and to carry out the transactions contemplated
5 herein.

6 **Section 6.17: No Reliance on Representations**

7 The Parties have made such investigation of the facts and the law pertaining to the matters
8 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
9 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
10 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
11 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
12 to any other matters. No representations, warranties, or inducements, except as expressly set forth
13 herein, have been made to any party concerning this Agreement.

14 **EXECUTION BY PARTIES AND COUNSEL**

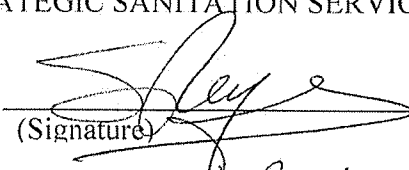
15 The Parties and their counsel hereby execute this Agreement.

16
17 Dated: _____ JOHN OHMAN

18
19 By: _____
20 Named Plaintiff

21
22 Dated: April 7, 2021
23 _____

STRATEGIC SANITATION SERVICES, INC.

24 By: 
(Signature)

25 STEVEN REYES
(Printed Name)

26 VICE PRESIDENT
(Title)

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Dated: April 7, 2021

AEGIS LAW FIRM, PC

By: 
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies

Attorneys for Named Plaintiff John Ohman

Dated: _____

**LANDEGGER RIVAS VERANO & DAVIS
ALC**

By: _____
Alfred J. Landegger
Evelyn Zarraga

Attorneys for Defendant Strategic Sanitation
Services, Inc.

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Dated: _____

AEGIS LAW FIRM, PC

By: _____

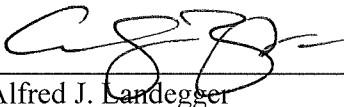
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies

Attorneys for Named Plaintiff John Ohman

Dated: April 7, 2021

**LANDEGGER RIVAS VERANO & DAVIS
ALC**

By: _____


Alfred J. Landegger
Evelyn Zarraga

Attorneys for Defendant Strategic Sanitation
Services, Inc.