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Attorneys for Plaintiffs Osmar Olea and Paul Garcia, as individuals,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

OSMAR OLEA and PAUL GARCIA, as
individuals, and on behalf of all others similarly
situated,

Plaintiff,

vs.

RESPONSE TEAM 1 HOLDINGS, LLC d/b/a
JETSIDE HOLDINGS, LLC; ISOSCELES
HOLDINGS, LLC d/b/a VENTRUI
RESTORATION; MARK SAN FRATELLO; and
DOES 1 through 20, inclusive,

Defendants.

Case No.: 20CV365247

Assigned for All Purposes to:
Hon. Patricia M. Lucas
Dept. 3

JOINT STIPULATION OF SETTLEMENT

1 Robert L. Shipley, CA State Bar No. 109420
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5 Attorneys for Defendants

6 Response Team 1 Holdings, LLC d/b/a Jetside Holdings, LLC

7 Susan Bishop, Esq., State Bar No. 187253

8 BERLINER COHEN LLP

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San Jose, CA.

10 Telephone: 408.286.5800.

Email: Susan.Bishop@berliner.com

11 Attorneys for Defendants Isosceles Holdings, LLC d/b/a Venturi Restoration,
12 and Mark San Fratello

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 Plaintiffs Osmar Olea and Paul Garcia
7 (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendants Response Team 1
8 Holdings, LLC (“Response”) d/b/a Jetside Holdings, LLC (“Jetside”); Isosceles Holdings, LLC d/b/a
9 Venturi Restoration (“Venturi”); and Mark San Fratello (collectively “Defendants”), on the other
10 hand. Named Plaintiffs and Defendants collectively are referred to in this Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Six Hundred and Fifty
13 Thousand Dollars (\$650,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
14 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
15 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set
16 forth herein.

17 ARTICLE I

18 DEFINITIONS

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

21 a. “Action” means the action described as follows: *Osmar Olea and Paul Garcia, as*
22 *individuals and on behalf of all others similarly situated v. Response Team 1 Holdings, LLC d/b/a*
23 *Jetside Holdings, LLC; Isosceles Holdings, LLC d/b/a Venturi Restoration; Mark San Fratello; and*
24 *DOES 1 through 20, inclusive,*” Case No. 20CV365247, commenced on March 18, 2020, in the
25 Superior Court of the State of California for the County of Santa Clara.

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

1 c. "Class" means all current and former non-exempt employees who are or were
2 employed by Defendants in California at any time during the Class Period.

3 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

4 Kashif Haque
5 Samuel A. Wong
6 Jessica L. Campbell
7 Alexander G.L. Davies
8 AEGIS LAW FIRM, PC
9 9811 Irvine Center Drive, Suite 100
10 Irvine, California 92618
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12 Facsimile: (949) 379-6251

13 e. "Class List" means a list based on Defendants' business records that identifies each
14 Class Member's name, last known home or mailing address, Social Security number or, as
15 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
16 Workweeks worked during the Class Period.

17 f. "Class Member(s)" means all members of the Class.

18 g. "Class Period" means March 18, 2016 through July 17, 2021.

19 h. "Court" means the California Superior Court for the County of Santa Clara, where
20 the Action is currently pending.

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

27 j. "Defendants" means Defendant Response Team 1 Holdings, LLC d/b/a/ Jetside
28 Holdings, LLC, Defendant Isosceles Holdings, LLC d/b/a Venturi Restoration, and Defendant Mark
San Fratello.

k. "Defense Counsel" means counsel for Defendants:

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12 San Jose, CA.
13 Telephone: 408.286.5800.
14 Email: Susan.Bishop@berliner.com

15 Attorneys for Defendants ISOSCELES HOLDINGS, LLC d/b/a
16 VENTURI RESTORATION and MARK SAN FRATELLO

17 1. “Disposition” means the method by which the Court approves the terms of the
18 Settlement and retains jurisdiction over its enforcement, implementation, construction,
19 administration, and interpretation.

20 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
21 formal court order signed by the Court following the Final Fairness and Approval Hearing in
22 accordance with the terms herein, approving this Agreement.

23 n. “Gross Settlement Amount” means Six Hundred and Fifty Thousand Dollars and Zero
24 Cents (\$650,000.00) to be paid by Defendants within thirty (30) days after the Final Order is issued,
25 as provided by this Agreement to settle this Action. Of the total Gross Settlement Amount, Two
26 Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) shall be paid by Defendant
27 Jetside, and the remainder shall be paid by Defendant Venturi, as agreed by Defendants. All claims
28 of the Class and all administration costs, attorney’s fees and costs, PAGA Settlement Amount,
employee and employer tax withholdings, and Incentive Award, pursuant to Section 3.06(a) below,
shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from
the payments made under this settlement shall be included in the Gross Settlement Amount. The

1 Gross Settlement Amount is subject to the potential invocation of the pro rata increase outlined in
2 Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

3 o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars
4 (\$10,000.00) for the Named Plaintiff Osmar Olea and up to Two Thousand Five Hundred Dollars
5 (\$2,500.00) for the Named Plaintiff Paul Garcia, subject to Court approval, in recognition of their
6 effort and work in prosecuting the Action on behalf of Class Members, and for their general release
7 of claims.

8 p. "Individual Settlement Payment(s)" means each Participating Class Member's
9 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
10 by the calculations provided in this Agreement.

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

12 r. "LWDA Payment" means 75% of the \$20,000 allocated to the settlement of PAGA
13 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
14 this Agreement, as provided for below.

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

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

22 u. "Named Plaintiffs" means Osmar Olea and Paul Garcia.

23 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
24 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
25 Payment, pursuant to Section 3.06(a)-(h) below.

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

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

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

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

aa. "PAGA Group Members" means all Class Members employed by Defendants at any time between March 18, 2019 through July 17, 2021 ("PAGA Period").

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

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

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

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

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

8 hh. “Settlement Administration Costs” means all costs incurred by the Settlement
9 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
0 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
1 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
2 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiff for his Incentive Award,
3 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
4 Amount.

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

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

1 Because the Parties have stipulated to the certification of the Class with respect to all causes
2 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
3 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
4 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
5 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
6 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
7 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to
8 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 Defendants will be vacated and Named Plaintiffs, Defendants, 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 Defendants 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. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

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

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

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

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiffs will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this

1 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
2 “Preliminary Approval Date.”

3 **Section 3.02: The Settlement Administrator**

4 The Parties have chosen Simpluris, Inc. to administer this Settlement and to act as the
5 Settlement Administrator, including but not limited to distributing and responding to inquiries about
6 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
7 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
8 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
9 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to
10 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
11 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

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

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

23 No later than ten (10) business days after the Preliminary Approval Date, Defendants will
24 provide the Settlement Administrator with a “Class List” in electronic format based on its business
25 records, identifying the names of the Class Members, their last known home addresses, Social
26 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
27 and weeks worked during the Class Period.
28

1 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
2 Administrator will send Class Members, by first-class mail, at their last known address, the Court
3 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
4 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
5 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
6 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
7 Settlement Administrator will check all Class Member addresses against the National Change of
8 Address database and shall update any addresses before mailing. The Settlement Administrator will
9 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
10 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
11 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
12 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
13 Class Members shall not be required to submit claim forms in order to receive a proportional share
14 of the Net Settlement Amount.

15 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
16 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
17 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
19 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
20 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
21 that reasonable means be used to locate Class Members and that the Settlement Administrator be
22 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
23 Individual Settlement Payments to all Participating Class Members.

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

27 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
28 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses 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

1 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
2 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
3 (i.e., opt out), including the language to be used in a request for exclusion. The date of the initial
4 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
5 conclusively determined according to the records of the Settlement Administrator. Any Class
6 Member who timely and validly requests exclusion from the Class and this Settlement will not be
7 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
8 Agreement, and will not have any right to object, appeal, or comment thereon.

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

14 **c. Objections to Settlement**

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

26 **d. Encouragement of Class Members**

27 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
28 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from

1 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
2 Class Members.

3 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

4 Defendants have estimated the number of workweeks as 14,614. If the number of workweeks
5 increases by more than 10% (which is more than 16,075 workweeks) as of the end of the Class
6 Period, Defendant Venturi must increase the GSA pro rata \$44.48 per additional workweek beyond
7 16,075.

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

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

15 **Section 3.06: Settlement Payment Procedures**

16 **a. Settlement Amount**

17 In exchange for the Released Claims set forth in this Agreement, Defendants agrees to pay
18 the Gross Settlement Amount in the amount of Six Hundred and Fifty Thousand Dollars
19 (\$650,000.00). Two Hundred and Fifty Thousand Dollars shall be paid towards the Gross Settlement
20 Amount by Defendant Jetside, and the remainder shall be paid by Defendant Venturi, including any
21 amounts associated with a pro rata increase in the Gross Settlement Amount, as provided for in §
22 3.04 (e) of this agreement. The Gross Settlement Amount includes all Individual Settlement
23 Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees
24 and costs, PAGA Settlement Amount, employee and employer tax withholdings, and the Incentive
25 Payments to the Named Plaintiffs.

26 Within thirty (30) calendar days after the Court signs the Final Order, Defendants shall
27 transfer the entire Gross Settlement Amount (\$650,000.00) as set forth herein, into a QSF established
28 by the Settlement Administrator either directly or by sending the funds to the Settlement Administer

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

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Hundred and Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$216,666.67). Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendants with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

///

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five Thousand Five-Hundred Dollars (\$5,500.00).

d. Payment of Incentive Award to Named Plaintiffs

Subject to Court approval, the Named Plaintiffs shall receive an Incentive Award of up to Ten Thousand Dollars (\$10,000.00) for Named Plaintiff Osmar Olea and up to Two Thousand Five Hundred Dollars (\$2,500.00) for Named Plaintiff Paul Garcia, the request for which Defendants will not object to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Award represent payment to Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks 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. 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 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.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 40% allocated to wages; 60% allocated to interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid from the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment

checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

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

g. Default on Payment.

In the event that either Defendant makes a late payment or does not pay any portion of the Gross Settlement Amount, it shall be considered a default. In the event either Defendant fails to make any payment on the date it is due, under Section 3.06(a), the Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter, the respective Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event the Defendant fails to cure the default within the times set forth herein, Named Plaintiffs may elect to enter judgment against the Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiffs 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 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.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendants.

Section 4.02: Non-Evidentiary Use

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

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had

1 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
2 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
3 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
4 should be certified by the Court in a non-settlement context in this Action or any other action, and in
5 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

6 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
7 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

8 **ARTICLE V**

9 **RELEASES**

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

11 Upon the Date of Finality, Named Plaintiffs and Participating Class Members who do not opt
12 out of the Settlement, release the Released Parties from any and all class claims alleged in Named
13 Plaintiffs' Operative Complaint, or which could have been alleged based on the facts alleged in the
14 Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum
15 wages, including but not limited to reporting time pay (2) failure to pay overtime wages (3) failure
16 to provide meal periods (4) failure to authorize or permit rest periods (5) failure to furnish accurate
17 itemized wage statements (6) failure to pay wages due upon separation of employment and within
18 the required time and (7) failure to reimburse necessary business expenses, and (8) violation of
19 California Business and Professions Code §§17200, *et seq.* ("Released Claims").

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

21 Upon the Date of Finality, the State of California and PAGA Group Members release the
22 Released Parties from all claims exhausted in Plaintiffs' notice(s) sent to the LWDA and alleged in
23 the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group
24 Members opt out of the Class Settlement.

25 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

26 Upon the Date of Finality, Named Plaintiffs, waive, releases, acquits, and forever discharges
27 the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of
28

1 action, of any nature arising from Named Plaintiffs' employment with Defendants, whether known
2 or unknown, which exist or may exist as of the Parties' execution of this Agreement.

3 Section 1542 of the California Civil Code provides as follows:

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

8 Plaintiffs' general release provided herein is made with an express waiver and relinquishment
9 of any claim, right, or benefit under California Civil Code § 1542.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

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

15 **Section 6.02: Assignment**

16 None of the rights, commitments, or obligations recognized under this Agreement may be
17 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
18 consent of each other Party and their respective counsel. The representations, warranties, covenants,
19 and agreements contained in this Agreement are for the sole benefit of the Parties under this
20 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

21 **Section 6.03: Governing Law**

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

25 **Section 6.04: Entire Agreement**

26 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
27 contains the entire understanding of the Parties with respect to the subject matter contained herein.
28 In case of any conflict between text contained in Articles I through VI of this Agreement and text

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

8 **Section 6.05: Waiver of Compliance**

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

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

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

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

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

26 **Section 6.08: Agreement Binding on Successors**

27 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
28 of each of the Parties.

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is and is consistent with public policy, and fully complies with
10 applicable law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiffs and the Class:*

19 Kashif Haque
20 Samuel A. Wong
21 Jessica L. Campbell
22 Alexander G.L. Davies
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 And

To Defendants Response Team 1 Holdings, LLC d/b/a Jetside Holdings, LLC:

 Robert L. Shipley, CA State Bar No. 109420
 rshipley@shipleylaw.com
 Brandon S. Gray, CA State Bar No. 279881

bgray@shipleylaw.com
ROBERT L. SHIPLEY, APLC
2784 Gateway Road, Suite 104
Carlsbad, CA 92009
Telephone: +1 760 438 5199

And

To Defendants Isosceles Holdings, LLC d/b/a Venturi Restoration and Mark San Fratello

Susan Bishop, Esq., State Bar No. 187253
BERLINER COHEN LLP
10 Almaden Blvd., 11th Floor
San Jose, CA.
Telephone: 408.286.5800.
Email: Susan.Bishop@berliner.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

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

Section 6.14: 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 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendants, 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. Defendants represent and warrant 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 6.16: 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.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 2/7/2022

OSMAR OLEA

Bv: _____

Named Plaintiff

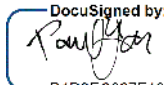
DocuSigned by:

Osmar Olea

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1 Dated: 1/31/2022

PAUL GARCIA

2 By:  D1D3EC027E19489...
3 Named Plaintiff

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5 Dated:

RESPONSE TEAM ONE HOLDINGS, LLC
D/B/A JETSIDE HOLDINGS, LLC

6 By: _____
7 (Signature)

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9 _____
10 (Printed Name)

11 _____
12 (Title)

13 Dated:

ISOSCELES HOLDINGS, LLC D/B/A
VENTURI RESTORATION

14 By: _____
15 (Signature)

16 _____
17 (Printed Name)

18 _____
19 (Title)

20 Dated:

MARK SAN FRATELLO

21 By: _____
22 (Signature)

1 Dated: _____

PAUL GARCIA

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3 By: _____

Named Plaintiff

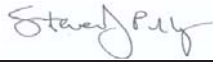
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6 Dated: 02/14/2022

RESPONSE TEAM ONE HOLDINGS, LLC
D/B/A JETSIDE HOLDINGS, LLC

7

By:  _____

8

(Signature)

9

Steven Pully

10

(Printed Name)

11

Manager

12

(Title)

13 Dated: _____

ISOSCELES HOLDINGS, LLC D/B/A
VENTURI RESTORATION

14

By: _____

15

(Signature)

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17

(Printed Name)

18

(Title)

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21 Dated: _____

MARK SAN FRATELLO

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By: _____

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(Signature)

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Dated: _____

PAUL GARCIA

By: _____
Named Plaintiff

Dated: _____

RESPONSE TEAM ONE HOLDINGS, LLC
D/B/A JETSIDE HOLDINGS, LLC

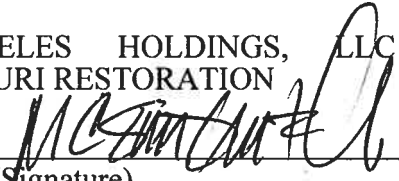
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(Printed Name)

(Title)

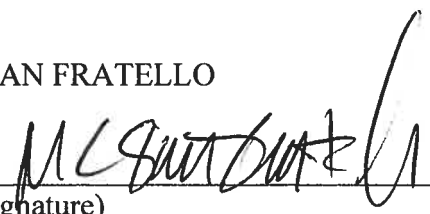
Dated: 1/28/22

ISOSCELES HOLDINGS, LLC D/B/A
VENTURI RESTORATION

By: 
(Signature)
Mark C. SanFratello
(Printed Name)
CEO
(Title)

Dated: 1/28/22

MARK SAN FRATELLO

By: 
(Signature)

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Dated: 2/7/2022

AEGIS LAW FIRM, PC

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

Attorneys for Named Plaintiffs Osmar Olea and
Paul Garcia

Dated: _____

ROBERT L. SHIPLEY, APLC

By: _____
Robert L. Shipley
Brandon S. Gray

Attorneys for Defendants Response Team 1
Holdings, LLC d/b/a Jetside Holdings, LLC

Dated: _____

BERLINER COHEN LLP

By: _____
Susan Bishop

Attorneys for Defendants Isosceles Holdings,
LLC d/b/a Venturi Restoration, and
Mark San Fratello

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Dated: _____

AEGIS LAW FIRM, PC

By: _____

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

Attorneys for Named Plaintiffs Osmar Olea and
Paul Garcia

Dated: _____

ROBERT L. SHIPLEY, APLC

By: _____

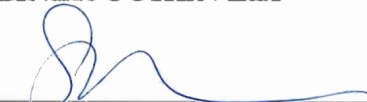
Robert L. Shipley
Brandon S. Gray

Attorneys for Defendants Response Team 1
Holdings, LLC d/b/a Jetside Holdings, LLC

Dated: January 31, 2022

BERLINER COHEN LLP

By: _____


Susan Bishop

Attorneys for Defendants Isosceles Holdings,
LLC d/b/a Venturi Restoration, and
Mark San Fratello

1 Dated: _____

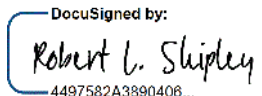
AEGIS LAW FIRM, PC

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3 By: _____
4 Kashif Haque
5 Jessica L. Campbell
6 Alexander G.L. Davies

7
8 Attorneys for Named Plaintiffs Osmar Olea and
9 Paul Garcia

10 Dated: 2/14/2022
11 _____

ROBERT L. SHIPLEY, APLC

12
13 By:  _____
14 Robert L. Shipley
15 Brandon S. Gray

16 Attorneys for Defendants Response Team 1
17 Holdings, LLC d/b/a Jetside Holdings, LLC

18 Dated: _____

BERLINER COHEN LLP

19 By: _____
20 Susan Bishop

21 Attorneys for Defendants Isosceles Holdings,
22 LLC d/b/a Venturi Restoration, and
23 Mark San Fratello
24
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EXHIBIT A