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on behalf of himself and all others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

OVIDIO G. GRAMAJO RODAS, an
individual, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

ANDREW CHEKENE ENTERPRISES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RG20057424

CLASS ACTION

Assigned for All Purposes To:
Hon. Stephen Kaus
Dept.: 19

**AMENDED CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Original Complaint Filed: March 5, 2020
First Amended Complaint: May 13, 2020
Trial Date: None set.

1 This Class and PAGA Action Settlement Agreement and Release (“Settlement
2 Agreement”) is entered into by and between Plaintiff OVIDIO G. GRAMAJO RODAS
3 (hereinafter “Plaintiff”), on behalf of himself and all others similarly situated Settlement Class
4 Members and Defendant ANDREW CHEKENE ENTERPRISES, INC. (“Defendant”). Subject to
5 the approval of the Court, this Action is hereby being settled pursuant to the terms and conditions
6 set forth in this Settlement Agreement. Plaintiff will file approval documents asking the Court to
7 make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below,
8 and subject to the definitions, recitals, and terms set forth herein which by this reference become
9 an integral part of this Agreement. This Settlement Agreement shall be binding and supplant any
10 and all prior versions of agreements entered into by Plaintiff and Defendant.

11 **DEFINITIONS**

12 1. “Action” means the above captioned action entitled *Ovidio Gramjo Rodas v.*
13 *Andrew Chekene Enterprises*, which is currently pending before the Alameda County Superior
14 Court, Case Number RG20057424.

15 2. “Class” means all individuals who are or previously were employed by Defendant
16 as non-exempt, hourly employees within the State of California during the Class Period.

17 3. “Class Counsel” means David Yeremian & Associates, Inc., including David
18 Yeremian, Esq. and Alvin B Lindsay, Esq.

19 4. “Class Counsel Award” or “Class Counsel Fees and Costs” means attorneys’ fees
20 for Class Counsel’s litigation and resolution of this Action, and Class Counsel’s expenses and
21 costs incurred in connection with this Action. Class Counsel will request and Defendant will not
22 oppose that the Court approve an award of attorneys’ fees in an amount not to exceed one-third of
23 the Gross Fund Value (i.e. \$245,000.00), as well as actual reasonable litigation costs in an amount
24 not to exceed Fifteen Thousand Dollars (\$15,000.00) to be confirmed by Plaintiff’s Counsel in
25 connection with final approval. Class Counsel’s attorneys’ fees and costs will be paid out of the
26 Gross Fund Value. To the extent that the Court approves less than the amount of attorneys’ fees
27 or costs that Class Counsel requests, the difference between the requested and awarded amounts
28 will be added to the Net Fund Value for distribution to the Settlement Class.

1 5. “Class Information” means information regarding Class Members that Defendant
2 will in good faith compile from its records and provide to the Settlement Administrator. It shall be
3 formatted as a Microsoft Excel and shall include: each Class Member’s full name; last 4 digits of
4 social security number; last known address; and number of Compensable Workweeks or
5 information sufficient to calculate the same. Defendant will diligently and in good faith compile
6 the Class Information list from its records and provide it to the Settlement Administrator within
7 twenty (20) calendar days of the Preliminary Approval Date. The Settlement Administrator will
8 then mail the Class Notices to the Class Members by no later than thirty-one (31) days following
9 the Preliminary Approval Date.

10 6. “Class Member” means each person who is a member of the Class defined above
11 and who is eligible to participate in this Settlement.

12 7. “Class Period” means the period of **March 5, 2016** through the date that the court
13 grants preliminary approval of the class action settlement (i.e. “the Preliminary Approval Date”).

14 8. “Class Representative Enhancement and Service Award” means the amount that
15 Class Counsel will request and the Defendant will not oppose that this Court approve as an
16 enhancement award for distribution to Plaintiff as the named Class Representative for the
17 Settlement Class. The amount of the enhancement award will not exceed Five Thousand Dollars
18 (\$5,000.00), and will be requested in recognition of Plaintiff’s efforts and risks in assisting with
19 the prosecution of the Action and in return for executing a release as described below under
20 “Released Claims by Plaintiff.”.

21 9. “Compensable Workweeks” means a reasonable estimate of weeks worked by
22 Class Members during the Class Period based on Defendant’s records and used as a value to
23 calculate Individual Settlement Payments. Compensable workweeks shall include only those
24 weeks an employee was actively employed as a non-exempt employee of Defendant.

25 10. “Complaint” means the First Amended Complaint on file in this Action.

26 11. “Court” means the Superior Court for the County of Alameda, State of California.

27 12. “Defendant” means ANDREW CHEKENE ENTERPRISES, INC., and its
28 respective past, present, or future parents, subsidiaries, affiliates, predecessors or successors and

each of the foregoing entities' respective members, officers, directors, partners, employees, shareholders, agents and any other successors, assigns or legal representatives.

13. "Effective Date" means the date entry of an Order granting Final Approval, unless one or more objections is submitted and not subsequently withdrawn, in which case it is the first court day after the latest of (a) the date after which the Final Approval Order may no longer be appealed, or (b) if any appeals are filed, then after the appeal has become final or is otherwise dismissed without the possibility of further review, and the judgment is effective or affirmed. The Effective Date is conditioned upon all of the following occurring: (a) the Parties have fully executed this Settlement Agreement; (b) the Court has granted Preliminary Approval in a form substantively similar to that approved by the Parties and submitted to the Court; (c) the Notice of Pendency of Class Action Settlement has been mailed to Class Members as ordered by the Court and consistent with the terms of this Settlement Agreement; and (d) the Court has granted Final Approval, entering judgment in a form substantively similar to that approved by the Parties and submitted to the Court.

14. "Final Judgment" means the Court's Final Judgment to be entered concurrently with the Court's Order granting final approval to the Settlement.

15. "Gross Fund Value" means the non-reversionary payment of Seven Hundred and Thirty Five Thousand Dollars (\$735,000.00) that Defendant will provide to the Settlement Administrator to fund the settlement of this Action, and includes the Class Counsel Award, Settlement Administration Costs, payment to the Labor and Workforce Development Agency ("LWDA") and the PAGA Aggrieved Employees for the alleged PAGA penalties, and the Class Representative Enhancement and Service Award, along with the remaining funds to pay all individual settlement payments to the Settlement Class Members. In addition to the Gross Fund Value, Defendant shall also be responsible for all employee-side payroll taxes, which they will pay separately from the Gross Fund Value.

16. "Individual Settlement Payment" means the amount payable from the Net Settlement Value to each Settlement Class Member and PAGA Aggrieved Employee, less employee portions of state and federal withholding taxes, including FICA, FUTA and SDI

1 contributions and any other applicable payroll deductions required by law as a result of the
2 payment of the amount allocated to such Class Members under the terms of this Settlement.

3 17. "LWDA" means the California Labor and Workforce Development Agency, which
4 is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code
5 section 2698, *et seq.* ("PAGA"), has delegated such authority to Plaintiff with regard to the claims
6 made in this Action through the procedural mechanisms provided for by statute, and which will
7 receive the LWDA portion of the PAGA Allocation.

8 18. "Net Fund Value" means the Gross Fund Value, less Court-approved Settlement
9 Administration Costs, Attorneys' Fees and Costs, the Class Representative Enhancement Award,
10 and the 75% portion of the PAGA Allocation payable to the LWDA. Each Class Member who
11 fails to opt out ("Settlement Class Member") will be entitled, provisionally, to a share or shares of
12 the Net Fund Value, which shall be a fixed proportional amount of the Net Fund Value per
13 workweek. Each PAGA Aggrieved Employee will be paid his or her proportionate share of
14 PAGA Settlement Fund without regard to whether he or she opts out of the class settlement.

15 19. "Notice of Class Settlement" or "Class Notice" means the notice, substantially in
16 the form attached as **Exhibit 1**, approved by the Parties and subject to Court approval that the
17 Settlement Administrator will mail to each Class Member explaining the terms of this Settlement
18 Agreement and the settlement process.

19 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
20 Labor Code § 2698 *et seq.*

21 21. "PAGA Settlement Fund" refers to the 25% portion of the PAGA Allocation that
22 will be distributed to the PAGA Aggrieved Employee Group pursuant to the formula set forth
23 below.

24 22. "PAGA Claim Period" refers to the period from **March 5, 2019** through the
25 Preliminary Approval Date.

26 23. "PAGA Aggrieved Employee Group" shall be comprised of all Class Members,
27 irrespective of whether the Class Member files a Request for Exclusion from the Settlement Class,
28 who were employed by Defendant during the PAGA Claim Period.

1 24. “PAGA Payment Ratio” means the respective Workweeks during the PAGA Period
2 for each Aggrieved Employee divided by the sum total of the Workweeks for all Aggrieved
3 Employees during the PAGA Period.

4 25. “PAGA Settlement Payment” refers to the amount calculated by the Settlement
5 Administrator to distribute to each member of the PAGA Aggrieved Employee Group. Any Class
6 Member who opts out of the Settlement Class will nonetheless receive their PAGA Settlement
7 Payment from the PAGA Settlement Fund that will be distributed to the Aggrieved Employees
8 and be bound, to the extent allowed by law, by the LWDA’s release of its claims to PAGA
9 penalties under this Agreement.

10 26. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean
11 either Plaintiff or Defendant, individually.

12 27. “Payment Ratio” means the respective Compensable Workweeks for each
13 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
14 Members.

15 28. “Plaintiff” means Ovidio Gramajo Rodas, named plaintiff and putative class
16 representative in this Action.

17 29. “Preliminary Approval Date” means the date, if any, upon which the Court issues
18 an Order granting preliminary approval of the Settlement set forth in this Settlement Agreement.

19 30. “Request for Exclusion” refers to a timely letter submitted by a Class Member
20 setting forth the individual’s name, present address, telephone number, and a clear statement by
21 the Class Member electing to be excluded from the Settlement. The letter must be signed and
22 submitted by the Class Member to the Settlement Administrator at the specified address indicated
23 in the Class Notice. A Request for Exclusion must be postmarked on or before the exclusion
24 deadline. The date of the postmark shall be the exclusive means to determine whether a Request
25 for Exclusion has been timely submitted. A Class Member who does not request exclusion from
26 the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of the
27 Settlement, when the Settlement is granted final approval by the Court.

1 31. “Released Claims by Plaintiff” or “the Plaintiff’s Released Claims” means the
2 following: Plaintiff, as the named Class Representative, agrees to further release the Released
3 Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
4 whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether
5 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have
6 been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly,
7 indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the
8 date that the court grants preliminary approval of the class action settlement. This release
9 expressly excludes any workers’ compensation claim that Plaintiff may have. Plaintiff has also
10 agreed to a General Release and a Section 1542 Release in connection with the Individual Action
11 Settlement, and his release here is to all the claims not included in that Release.

12 32. “Released Claims by Settlement Class Members” shall mean and include all
13 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees,
14 damages, actions or causes of action, contingent or accrued, arising out of or relating to the factual
15 and legal allegations set forth in the Operative Complaint, which arose during employment in a
16 non-exempt position by Andrew Chekene Enterprises during the Class Period, including, but not
17 limited to, any claim arising under Labor Code sections 201-204, 221, 226, 226.2, 226.7, 510, 512,
18 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, under Business
19 and Professions Code section 17200 *et. seq.*, and under the applicable Wage Order for all claims
20 related to (1) failure to minimum wages for all hours worked, (2) failure to pay wages and
21 overtime, (3) meal period liability, (4) rest break liability, (5) violation of Labor Code §226, (6)
22 violation of Labor Code §221, (7) violation of Labor Code §204, (8) violation of Labor Code
23 §203, (9) failure to reimburse necessary business expenses under Labor Code §2802, and (10)
24 Violation of Business & Professions Code § 17200 *et. seq.*, which the Named Plaintiff or any
25 Class Member has against the Released Parties or any of them.

26 33. “Released PAGA Claims”: Upon the Effective Date, the Released Parties shall be
27 entitled to a release from the State of California, the LWDA, and Plaintiff (as representative of the
28 State of California, the LWDA, and the general public) as to all claims for penalties under the

1 PAGA based on the alleged facts and legal claims arising during the PAGA Period and those
2 identified and addressed in Plaintiff's notice letter to the LWDA including, but not limited to,
3 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 351, 510,
4 512, 558, 1174, 1174.5, 1185 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 *et*
5 *seq.*, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs
6 under PAGA, which occurred during the PAGA Period. Defendant will be entitled to assert this
7 Settlement of the PAGA claims in this Action as a defense to future claims against it for penalties
8 by the LWDA or under the PAGA on behalf of the LWDA. The Released Parties will also be
9 entitled to assert this release of PAGA Claims to assert claim or issue preclusion or other effects if
10 any other PAGA Aggrieved Employees besides Plaintiff bring a subsequent claim on behalf of the
11 LWDA concerning the same primary rights that were at issue in the present earlier settled PAGA
12 action on behalf of the State of California and the LWDA.

13 34. "Released Parties" collectively mean: Defendant Andrew Chekene Enterprises and
14 each of its past, present and future officers, directors, shareholders, employees, agents, principals,
15 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective
16 successors and predecessors in interest, subsidiaries, dba's, affiliates, parents, brother and sister
17 corporations, franchisees, franchisors, and attorneys and each of their company-sponsored
18 employee benefit plans of any nature, and all of their respective officers, directors, employees,
19 administrators, fiduciaries, trustees, and agents.

20 35. "Response Deadline" means thirty (30) days after the Settlement Administrator
21 mails the Class Notice to Class Members and the last date on which Class Members may: (a)
22 submit a Request for Exclusion; (b) submit an objection to the Settlement; or (c) dispute the
23 information contained in the Class Notice.

24 36. "Settlement" means the disposition of the Action pursuant to this Agreement.

25 37. "Settlement Administration Costs" means the amount to be paid to the Settlement
26 Administrator from the Gross Settlement Fund for administration of this Settlement. The
27 Settlement Administrator, ILYM Group, Inc., has provided a not to exceed administration
28 quotation of \$15,000.00, and the Settlement Administration Costs will therefore be \$15,000.00.

38. “Settlement Administrator” means ILYM Group, Inc. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

39. “Settlement Class” or “Settlement Class Members” means all Class Members who have not opted out of the Class by submitting a timely Request for Exclusion.

40. “Summary of Workweeks and Estimated Payment” is the information that will be included in the Class Notice that is sent to each Class Member that sets forth the number of Compensable Workweeks that Class Member worked as a non-exempt employee for Defendant in California during the Class Period, and the estimated payment he or she will receive.

RECITALS

41. Plaintiff and the Class worked as hourly, non-exempt construction employees for Defendant, based out of its offices and facilities in Hayward, California and working on job sites throughout Northern California. On March 5, 2020, Plaintiff filed his putative Class Action Complaint against Defendant alleging nine causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802; and (10) Violation of Business & Professions Code § 17200 et seq. On May 13, 2020, Plaintiff filed a First Amended Class Action Complaint (“FAC”) adding a tenth cause of action for PAGA penalties under Labor Code §§ 2698 et seq. On June 12, 2020, Defendant filed its Answer to Plaintiff’s FAC.

42. In connection with their initial CMC, the parties through counsel met and conferred regarding the conduct of this action and completing necessary class-wide discovery in advance of Plaintiff filing his motion for class certification. The parties' counsel agreed to refrain from serving formal discovery and to instead proceed with informal discovery in advance of a mediation. Plaintiff's counsel provided a detailed listing of documents, data, and numbers and requested timekeeping and payroll records samplings to that end. The parties agreed to a class-

1 wide mediation with well-respected wage and hour class action mediator, Tripper Ortman, and
2 completed it on February 3, 2021. After a full day of negotiation with the assistance of the
3 mediator, they were able to arrive at general terms for settling all the claims in this action, and
4 executed a Memorandum of Understanding to that end.

5 43. The Related Individual Wrongful Termination Action: Plaintiff also filed a separate
6 individual action on May 11, 2020 for retaliation, harassment, wrongful termination and alleged
7 assault and related claims against Defendant and two of its managers, Case Number RG20062645,
8 *Ovidio Gramajo Rodas v. Andrew Chekene Enterprises, Nares, and Sepulveda* (“the Individual
9 Action”). Defendants and Plaintiff also agreed at mediation to enter into a settlement of the
10 Individual Action and to a general release of all of Plaintiff’s individual claims, including a release
11 under Civil Code Section 1542 of unknown claims. The confidential settlement agreement in the
12 Individual Action is separate from the present class settlement agreement. In addition to the
13 general release and Section 1542 release in the Individual Action, Plaintiff joined in the release of
14 those claims encompassed under the Release provided in this Class action, as addressed in further
15 detail in the Release definitions above.

16 44. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
17 the expense and length of continued proceedings necessary to litigate their disputes through trial
18 and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
19 the outcome of further litigation, and the difficulties and delays inherent in such litigation.
20 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
21 for the claims asserted in the Action, both generally and in response to Defendant’s defenses
22 thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiff
23 and Class Counsel have also taken into account Defendant’s agreement to enter into a settlement
24 that confers substantial relief upon the members of the Settlement Class. Based on the foregoing,
25 Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement
26 Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests of the
27 Settlement Class Members.
28

1 45. Defendant's Reasons for Settlement. Defendant has concluded that any further
2 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
3 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
4 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
5 into account the risks of further litigation in reaching its decision to enter into this Settlement.
6 Even though Defendant continues to contend it is not liable for any of the claims alleged by
7 Plaintiff in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the
8 terms set forth in this Agreement to put to rest the claims in this Action. As to the Released
9 Claims, Defendant denies and continue to deny each of those claims. Defendant has repeatedly
10 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny
11 any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

12 **STIPULATION AND AGREEMENT**

13 46. NOW THEREFORE, in consideration of the mutual covenants, promises, and
14 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

15 47. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
16 the Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions
17 hereof. Subject to the Court's approval, Plaintiff and Settlement Class Members release
18 Defendant from the Released Claims by Settlement Class Members for the Class Period, as of the
19 Effective Date. Plaintiff further releases Defendant from Claims Released by Plaintiff, as of the
20 Effective Date.

21 48. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
22 section, the "acknowledging party" and each Party to this Agreement other than the
23 acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this
24 Agreement, and no written communication or disclosure between or among the Parties or their
25 attorneys and other advisers, is or was intended to be, nor shall any such communication or
26 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
27 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging
28 party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for

1 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
2 Agreement based upon the recommendation of any other party or any attorney or advisor to any
3 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
4 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
5 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
6 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
7 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
8 tax structure of any transaction, including any transaction contemplated by this Agreement.

9 49. Class Certification. The parties stipulate to class certification for purposes of
10 settlement only. Defendant contends that the facts do not justify class certification under the
11 governing legal standards. The trial court has not ruled on class certification in the underlying
12 litigation. Consequently, a "Settlement Class" has been established for purposes of administration
13 and resolution of this matter only. It is not, and it should not be construed as, any admission of fact
14 or law in this matter or any other matter that class certification is appropriate. If the Court does not
15 grant either preliminary or final approval of this settlement, then the parties revert to their previous
16 positions and Defendant will not stipulate to class certification.

17 50. Preliminary Approval of Settlement. Plaintiff will move the Court to grant
18 preliminary approval of this class action Settlement for settlement purposes only, certifying the
19 Settlement Class for settlement purposes only, and setting a date for a final approval hearing.
20 Both Parties agree to work diligently and cooperatively to have this matter presented to the Court
21 for preliminary approval as efficiently as possible.

22 51. Release of Claims by Plaintiff. Pursuant to this Agreement, Plaintiff releases the
23 "Released Claims by Plaintiff" as of the Effective Date.

24 52. Release of Claims by Settlement Class Members. Pursuant to this Agreement,
25 Settlement Class Members release the "Released Claims by Settlement Class Members" as of the
26 Effective Date.

27 53. Release of PAGA Claims and the Aggrieved Employees. As of the Preliminary
28 Approval Date and in exchange for the consideration set forth in this Agreement, Plaintiff and the

1 LWDA release the Released Parties from the PAGA Released Claims for the PAGA Period. This
2 release is applicable as to the Aggrieved Employees in the sense that the Released Parties will also
3 be entitled to assert this Settlement of the PAGA claims in this Action provides claim or issue
4 preclusion if any of the other PAGA Aggrieved Employees besides Plaintiff brings a subsequent
5 claim on behalf of the LWDA concerning the same primary rights that were at issue in the present
6 earlier settled PAGA action on behalf of the State of California and the LWDA. Consideration for
7 this preclusion as to the Aggrieved Employees is provided by their PAGA Settlement Payments.

8 54. Settlement Administration. Defendant will diligently and in good faith compile the
9 Class Information list from its records and provide it to the Settlement Administrator within
10 twenty (20) calendar days of the Preliminary Approval Date.

11 55. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
12 Settlement Administrator will perform a search based on the National Change of Address
13 Database to update and correct any known or identifiable address changes. The Settlement
14 Administrator will then mail the Class Notices via regular First Class U.S. Mail to the Class
15 Members by no later than thirty-one (31) days following the Preliminary Approval Date. The
16 Settlement Administrator shall exercise its best judgment to determine the current mailing address
17 for each Class Member. The address identified by the Settlement Administrator as the current
18 mailing address shall be presumed to be the best mailing address for each Class Member.

19 a. Undeliverable Notices. Any Class Notice returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
21 forwarding address affixed thereto within ten (10) calendar days of determining that a Notice was
22 undeliverable. If no forwarding address is provided, the Settlement Administrator shall promptly
23 attempt to determine a correct address by use of skip-tracing, or other search using the name,
24 address and/or last four digits of the Social Security number of the Class Member involved, and
25 shall then perform a re-mailing, if another mailing address is identified by the Settlement
26 Administrator. Class Members who receive a re-mailed Notice of Class Settlement and Summary
27 Sheet shall have their Response Deadline extended ten (10) calendar days from the original
28 Response Deadline.

1 b. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity, should they disagree with Defendant's records regarding the dates of
3 employment or other information on their Summary of Workweeks and Estimated Payment
4 included in the Class Notice, to provide documentation and/or an explanation to show contrary
5 information by the Response Deadline. If there is a dispute, the Settlement Administrator will
6 consult with the Parties to determine whether an adjustment is warranted. The Settlement
7 Administrator shall then determine the eligibility for, and the amounts of, any Individual
8 Settlement Payments under the terms of this Agreement. The Settlement Administrator's
9 determination of the eligibility for and amount of any Individual Settlement Payment shall be
10 binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud,
11 manipulation or destruction, Defendant's records will be given a rebuttable presumption of
12 accuracy.

13 c. Disputes Regarding Administration of Settlement. Any disputes not
14 resolved by the Settlement Administrator concerning the administration of the Settlement will be
15 resolved by the Court, under the laws of the State of California. Prior to any such involvement of
16 the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
17 necessity of involving the Court.

18 d. Exclusions. The Notice of Class Settlement shall state that Class Members
19 who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a
20 Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the
21 name, address, and telephone number of the person requesting exclusion, as well as a clear
22 statement by the Class Member electing to be excluded; (2) must be signed by the Class Member;
23 and (3) must be postmarked by the Response Deadline. The date of the postmark on the return
24 mailing envelope on the Request for Exclusion shall be the exclusive means used to determine
25 whether it has been timely submitted. The Request for Exclusion will be deemed invalid if it does
26 not contain the Class Member's name, address and telephone number, as well as a clear statement
27 by the Class Member electing to be excluded, and the Class Member's signature. Any Class
28 Member who requests to be excluded from the Settlement Class will not be entitled to any

1 recovery under the Settlement and will not be bound by the terms of the Settlement or have any
2 right to object, appeal or comment thereon. Class Members who receive a Notice of Class
3 Settlement but fail to submit a valid and timely Request for Exclusion on or before the Response
4 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
5 Action. The Settlement Administrator shall provide the Parties with regular updates regarding the
6 status of any requests for exclusion. Any Class Member that submits a timely request for
7 exclusion that is also a member of the Aggrieved Employees Group will still receive their pro rata
8 share of the PAGA Settlement Fund, and in consideration, will be bound by the terms relating to
9 the PAGA Released Claims.

10 e. Objections. The Notice of Class Settlement shall state that Class Members
11 who wish to object to the Settlement must mail to the Settlement Administrator a written statement
12 of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the
13 return mailing envelope on the Notice of Objection shall be the exclusive means used to determine
14 whether the Objection has been timely submitted. The Settlement Administrator will notify all
15 Parties of any objection within five (5) business days of receipt of the Objection. Plaintiff will file
16 any such Objection(s) with the Court in advance of the Final Approval Hearing. The Notice of
17 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;
18 (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class
19 Member intends to appear at the final approval hearing; and (5) any legal briefs, papers or
20 memoranda the objecting Class Member proposes to submit to the Court. Class Members who fail
21 to make objections in the manner specified above shall be deemed to have waived any objections
22 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
23 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at
24 the final approval hearing in order to have their objections heard by the Court. At no time shall
25 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or
26 serve written objections to the Settlement or appeal from the Order granting final approval and/or
27 Final Judgment. Class Counsel shall not represent any Class Members with respect to any such
28 Objections.

1 f. The Parties have the right to monitor and review administration of the
2 Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct
3 amount.

4 g. The Parties agree to use their best efforts to carry out the terms of this
5 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
6 encourage Class Members to submit either written objections to the Settlement or requests for
7 exclusion from the Settlement, or to appeal from the Court's Final Judgment.

8 56. Funding Gross Settlement Fund. This is a non-reversionary Settlement in which
9 Defendant is required to pay the entire Gross Fund Value. No portion of the Gross Fund Value
10 will revert to Defendant. Defendant is separately and solely responsible for any employer payroll
11 taxes owed as a result of this Settlement Agreement. Within twenty-one (21) days of the Effective
12 Date or February 3, 2022, whichever is later, Defendants will deposit money, in an amount equal
13 to the Gross Fund Value, to pay (1) the Settlement Class per the terms of the final settlement
14 agreement, and (2) court approved attorneys' fees and costs, administration costs, and the
15 enhancement payment, and (3) PAGA penalties to be paid to the LWDA and to the PAGA
16 Aggrieved Employees Group into an interest-bearing account, through the Settlement
17 Administrator. Any interest accrued will be distributed to the Settlement Class except that if final
18 approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and
19 all interest accrued.

20 57. Allocation of Settlement. Individual Settlement Payments will be paid from the
21 Net Fund Value and shall be paid pursuant to the settlement formula set forth herein. Individual
22 Settlement Payments shall be mailed by the Settlement Administrator by regular First Class U.S.
23 Mail to Settlement Class Members' last known mailing address within ten (10) days of the receipt
24 of the Gross Fund Value from Defendant. Each Class Member who fails to opt out will be entitled,
25 provisionally, to a share or shares of the Net Fund Value, which shall be a fixed proportional
26 amount of the Net Fund Value per workweek.

27 a. Defendant and the Settlement Administrator will calculate the total
28 Compensable Workweeks for all Settlement Class Members. The respective Compensable

1 Workweeks for each Settlement Class Member will be divided by the total Compensable
2 Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement
3 Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net
4 Settlement Amount to determine his or her Individual Settlement Payment. Compensable
5 Workweeks shall include only those weeks an employee was actively employed as a non-exempt
6 employee with Defendant during the Class Period. Defendant's payroll records shall control, but
7 Class Members will have the right to challenge their number of workweeks. The parties will work
8 together in good faith with the Settlement Administrator to resolve any disputes regarding
9 workweeks.

10 b. Payments to the class will be allocated 50% wages and 50% to non-wages
11 (i.e. interest and penalties). Class members will be responsible for paying any personal income
12 taxes owed on the amounts they receive. The Administrator will issue Form W2s to the Class
13 members for wage payments and Form 1099s for allocated funds to non-wages.

14 c. Checks issued to Settlement Class Members pursuant to this Agreement
15 shall remain negotiable for One Hundred Eighty (180) days. Any settlement checks that are not
16 claimed or not negotiated within 180 calendar days after the distribution of Individual Settlement
17 Payments to Settlement Class Members shall be void and the funds not disbursed as a result, and
18 will instead be paid to the State Controller's Office Unclaimed Property Fund to be held in the
19 name of the Class Member and in accordance with the procedures set forth in CCP §1520. For
20 information on the Unclaimed Property Fund, and instructions on how to search for and claim
21 unclaimed property held by the State Controller in the name of the Class members, Class members
22 can go to the State Controller's web-site at <https://www.sco.ca.gov/index.html> and click on the
23 Unclaimed Property link to be directed to https://www.sco.ca.gov/upd_msg.html. The forgoing
24 information regarding searching for a claiming amounts distributed to the Unclaimed Property
25 Fund will also be included in the mailed Class Notice. The parties are in agreement that this is the
26 best and most practical method for ensuring the best chance that any unclaimed funds intended for
27 specific individual class members will find them. Given that all funds in the Net Fund will be
28 distributed to the participating Class members and held in their name in the event they are

undeliverable, the parties submit there is no unpaid residue under Cal. Code Civ. Proc. § 384 and that no declaration under Cal. Code Civ. Proc. § 382.4 is required.

d. Certification By Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such completion to the Court and counsel for all Parties.

e. Settlement Awards Do Not Trigger Additional Benefits. All monies received by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely in the year in which such awards actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any Settlement Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of this Settlement that any Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members in connection with this Settlement, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

f. Class Representative Enhancement and Service Award. Class Counsel will request and Defendant will not object that the Court approve an enhancement award for distribution to Plaintiff as the named Class Representative for the Settlement Class. The amount of the enhancement award will not exceed Five Thousand Dollars (\$5,000.00). At the time of execution of the settlement agreement, Plaintiff will sign a full release of all claims against Defendants, i.e. the Released Claims by Plaintiff. Defendant agrees not to oppose or object to a Class Representative Enhancement and Service Award of up to five thousand dollars (\$5,000.00) to Plaintiff, subject to Court approval. The Class Representative Enhancement and Service Award shall be paid to Plaintiff no later than ten (10) days following the receipt of the Gross Fund Value

1 by the Settlement Administrator from Defendant. The Settlement Administrator shall issue an IRS
2 Form 1099 – MISC to Plaintiff in connection with the Class Representative Service Award.
3 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class
4 Representative Service Award and shall hold harmless Defendant and Class Counsel from any
5 claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
6 Enhancement and Service Award. Any amount requested by Plaintiff for the Class Representative
7 Enhancement and Service Award not granted by the Court shall return to the Net Fund Value and
8 be distributed as provided in this Agreement.

9 g. Class Counsel Award of Attorneys' Fees and Costs. Class Counsel will
10 request and Defendant will not object that the Court approve an award of attorneys' fees in an
11 amount not to exceed one-third of the Gross Fund Value (i.e. \$245,000.00), as well as actual
12 reasonable litigation costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to be
13 confirmed by Plaintiff's Counsel in connection with final approval. Class Counsel's attorneys'
14 fees and costs will be paid out of the Gross Fund Value. To the extent that the Court approves less
15 than the amount of attorneys' fees or costs that Class Counsel requests, the difference between the
16 requested and awarded amounts will be added to the Net Fund Value for distribution to the
17 Settlement Class. Court approved Attorneys' Fees and Costs shall be paid by the Administrator to
18 Class Counsel no later than ten (10) days following the receipt by the Settlement Administrator of
19 the Gross Fund Value from Defendant. Class Counsel shall be solely and legally responsible to
20 pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
21 Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made
22 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
23 Counsel any particular amount in attorneys' fees and costs. Additionally, the Settlement
24 Administrator will hold 10% of any fees awarded by the Court in the case Settlement Fund until
25 the completion of the distribution process and to be awarded in the Court's Order approving a
26 final accounting.

27 h. Settlement Administration Costs. The Settlement Administrator shall be
28 paid for the costs of administration of the Settlement from the Gross Fund Value no later than ten

(10) days following the receipt by the Settlement Administrator of the Gross Fund Value from Defendant. The costs of administration for the disbursement of the Gross Fund Value shall not exceed \$15,000.00. The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

1. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

2. The Settlement Administrator shall be responsible for: processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; performing any translations required for the Class Notice, printing, and mailing the Class Notice and tax forms to Class Members if directed by the Court; receiving and reporting the requests for exclusion and objections submitted by Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

i. Payment to the LWDA and Aggrieved Employees ("PAGA Allocation"). The Parties allocate One Hundred Thousand Dollars (\$100,000.00) to PAGA penalties the Labor Code Private Attorneys General Act of 2004, with 75% of this amount to be paid directly to the LWDA (\$75,000.00) and 25% of this amount (\$25,000.00 – the PAGA Settlement Fund) to be paid to the PAGA Aggrieved Employees. The PAGA Settlement Payments from the PAGA Settlement Fund are made pursuant to Labor Code Section 2699(i), and shall also be paid within ten (10) days of the receipt by the Settlement Administrator of the Gross Fund Value. The Settlement Administrator will identify the PAGA Aggrieved Employees Group members

1 employed during the PAGA Claim Period and will calculate their PAGA Settlement Payments
2 from the PAGA Settlement Fund by multiplying each PAGA Aggrieved Employee's PAGA
3 Payment Ratio by the PAGA Settlement Fund. These payments will be allocated as penalties for
4 payroll purposes and each employee who is a Settlement Class Member and also a member of the
5 PAGA Aggrieved Employee Group will receive both their individual settlement payments and
6 their PAGA Settlement Payments. Any Class member who requests exclusion who is also a
7 member of the PAGA Aggrieved Employee Group will nevertheless receive their PAGA
8 Settlement Payment.

9 j. No person shall have any claim against Defendant, Defendant's Counsel,
10 Plaintiff, Settlement Class Members, Class Counsel, or the Settlement Administrator based on
11 distributions and payments made in accordance with this Agreement.

12 58. Plaintiff and all Settlement Class Members shall be enjoined from filing or
13 prosecuting any other cases, claims, suits or administrative proceedings (including filing claims
14 with the Division of Labor Standards Enforcement of the California Department of Industrial
15 Relations) regarding claims released by the Settlement unless and until such Class Members have
16 served valid and timely Requests for Exclusion with the Settlement Administrator.

17 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
18 of the Response Deadline, with the Court's permission, a final approval hearing shall be
19 conducted to determine final approval of the Settlement along with the amount properly payable
20 for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement and Service Award;
21 (iii) payments to the LWDA and PAGA Aggrieved Employee Group; and (iv) the Settlement
22 Administration Costs.

23 60. Class Size Differential. Defendants represent that the class is approximately 948
24 Class members, as of December 20, 2020. In the event the number of Class Members exceeds
25 1,100 by the time of entry of preliminary approval, the Parties agree that Defendant, at its option,
26 shall have the option to either (1) shorten the Class Period to reduce the number of employees
27 below 1,100 or (2) pay to increase the Gross Fund Value proportionally with the increase in
28 employees.

1 61. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
2 the Order for preliminary approval of the Settlement; (ii) the Court does not finally approve the
3 Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the
4 Settlement does not become final for any other reason, this Settlement Agreement shall be null
5 and void and any order or judgment entered by the Court in furtherance of this Settlement shall be
6 treated as void from the beginning. Defendant also retains the right, in the exercise of their sole
7 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period if
8 ten percent (10%) or more of Class Members opt out of this Settlement. All signatories and their
9 counsel must not encourage opt-outs. Counsel for the Class Members and Defendants specifically
10 agree not to solicit opt-outs, directly or indirectly, through any means.

11 62. Notice of Final Judgment. Notice of final judgment will be given to the Class by
12 posting notice to the case website maintained by the Settlement Administrator.

13 63. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
14 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and
15 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
16 vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

17 64. No Admission by Defendant. Defendant denies any and all claims alleged in this
18 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission,
19 and shall not be used against Defendant as an admission or indication with respect to any claim of
20 any fault, concession, or omission by any Defendant.

21 65. Exhibits and Headings. The terms of this Agreement include the terms set forth in
22 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
23 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
24 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
25 do not constitute a part of this Agreement.

26 66. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
27 Action, except such proceedings necessary to implement and complete the Settlement, in abeyance
28 pending the Final Approval Hearing to be conducted by the Court.

1 67. Publicity. While the Parties understand that the fact of this settlement will be of
2 public record in the Courts, the Parties also understand that Defendant wishes to keep it as
3 confidential as possible. Accordingly, Plaintiff agrees not to publicize this settlement in any way,
4 including but not limited to communications with other class members by text, social media, or
5 otherwise; any representations to the public about this settlement, or his role as Class Plaintiff, or
6 his Class Representative Enhancement and Service Award. Class Counsel also agrees not to
7 publicize this settlement in any way, including but not limited to naming Defendant on their firms'
8 or individual attorneys' websites, or in any firm or attorney promotional materials, notice of
9 settlement periodicals, or social media posts; and communications about this settlement involving
10 Defendant's name with any media outlet or social media platform. Nothing in this provision shall
11 prevent Class Counsel from communicating with Class Members to effectuate the settlement or
12 from including information about the lawsuit in future applications for attorneys' fees.

13 68. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
14 the interpretation, calculation or payment of Settlement claims, or other disputes regarding
15 compliance with this Agreement shall be resolved as follows:

16 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
17 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
18 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing
19 of the alleged violation.

20 b. Upon receiving notice of the alleged violation or dispute, the responding
21 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
22 initiating Party with the reasons why the Party disputes all or part of the allegation.

23 c. If the response does not address the alleged violation to the initiating
24 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to
25 resolve their differences.

26 d. If Class Counsel and Defendant's Counsel are unable to resolve their
27 differences after twenty (20) calendar days, either Party shall first contact the mediator to try to
28 resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for

1 enforcement with the Court.

2 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
3 under this Section may be recovered by any Party that prevails under the standards set forth within
4 the meaning of applicable law.

5 69. Amendment or Modification. This Agreement may be amended or modified only
6 by a written instrument signed by counsel for all Parties or their successors-in-interest.

7 70. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
8 Agreement among these Parties, and no oral or written representations, warranties, or inducements
9 have been made to any Party concerning this Agreement or its Exhibits other than the
10 representations, warranties, and covenants contained and memorialized in the Agreement and its
11 Exhibits.

12 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
13 and represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
15 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
16 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to effect the implementation of the Settlement. In the event the
18 Parties are unable to reach agreement on the form or content of any document needed to
19 implement the Settlement, or on any supplemental provisions that may become necessary to
20 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the
21 mediator to resolve such disagreement. The persons signing this Agreement on behalf of
22 Defendant represents and warrants that they are authorized to sign this Agreement on behalf of
23 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that
24 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

25 72. Binding on Successors and Assigns. This Agreement shall be binding upon, and
26 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 73. California Law Governs. All terms of this Agreement and the Exhibits hereto shall
28 be governed by and interpreted according to the laws of the State of California.

74. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

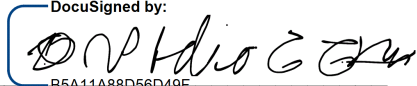
75. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

77. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

DATED: January __, 2022

PLAINTIFF

By 
 B5A11A88D56D40F...
 Ovidio Gramajo Rodas

DATED: January __, 2022

DEFENDANT

By _____
 Andrew Chekene Enterprises, Inc.
 By: _____
 Title: _____

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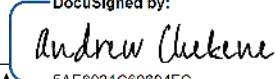
DATED: January __, 2022

PLAINTIFF

By _____
Ovidio Gramajo Rodas

DATED: January __, 2022

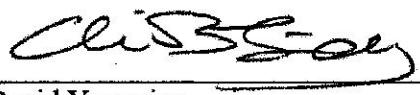
DEFENDANT

By  _____
Andrew Chekene, Inc.
By: Andrew Chekene
Title: CEO

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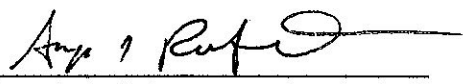
DATED: January 4, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff OVIDIO G.
GRAMAJO RODAS and Settlement Class

DATED: January 5 2022

LITTLER MENDELSON, P.C.

By 
Angela Rafoth

Attorneys for ANDREW CHEKENE
ENTERPRISES