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SOLAR TURBINES INCORPORATED
(erroneously sued as SOLAR TURBINES, INC.)
9

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 JOSE DIAZ, individually, and as a
13 representative of other aggrieved
employees,

14 Plaintiff,

15 v.

16 SOLAR TURBINES, INC. a
17 Corporation, and DOES 1 through 250.
inclusive,

18 Defendants.
19

Case No. :3:20-cv-01156-WQH-KSC

ASSIGNED TO DISTRICT JUDGE
WILLIAM Q. HAYES

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

20 IT IS HEREBY STIPULATED, by and between Jose Diaz ("Plaintiff")
21 individually and on behalf of all others similarly situated, on the one hand, and
22 Defendant Solar Turbines Incorporated ("Defendant") on the other hand, and subject to
23 the approval of the Court, that the claims alleged in the Action are hereby compromised
24 and settled pursuant to the terms and conditions set forth in this Stipulation of Class and
25 Representative Action Settlement and Release ("Stipulation") and that the Court shall
26 make and enter judgment subject to the definitions, recitals, and terms set forth herein,
27 which by this reference become an integral part of this Stipulation.
28

DEFINITIONS

1. “Action” means the putative class and representative action entitled *Jose Diaz v. Solar Turbines, Inc.*, District Court Case No. 3:20-cv-01156-WQH-RBB (filed April 30, 2020 in Los Angeles County Superior Court, removed to the United States District Court for the Central District of California, and venue transferred to the Southern District of California).

2. “Aggrieved Employees” means all individuals who worked for Defendant as a non-exempt employee at any time during the period from April 13, 2019 through preliminary approval.

3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action (not to exceed one-fourth of the Maximum Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

4. “Class Counsel” means Brent S. Buchsbaum of Law Offices of Buchsbaum & Haag, LLP.

5. “Class Information” means information regarding Class Members and Aggrieved Employees that Defendant shall in good faith compile from their records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be transmitted in electronic form and shall include each Class Member and Aggrieved Employee’s full name; last known address; Social Security number; and total number of Compensable Workweeks.

6. “Class Members” means all individuals who worked for Defendant as a non-exempt employee at any time during the period from April 30, 2016 through the date of the Preliminary Approval Order and who did not release his or her claims prior to the date of the Preliminary Approval Order.

7. “Class Notice” means the Notice of Class and Representative Action Settlement, substantially in the form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class

Member explaining the terms of this Stipulation and the Settlement.

8. "Class Period" means the period from April 30, 2016 through the date of the Preliminary Approval Order.

9. "Class Representative Service Award" means the amounts the Court authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's efforts and risks in prosecuting the Action.

10. "Compensable Workweeks" means the total number of weeks during which a Class Member or Aggrieved Employee performed work during the Class Period and/or PAGA Period. Only the number of workweeks or pay periods worked as a non-exempt employee performing work in California will be included. For a Class Member, the total number of weeks is based on the hire date, transfer date, and termination dates from Defendant and Defendant's payroll records during the Class Period. For an Aggrieved Employee, the total number of weeks is based on the number of pay periods in Defendant's payroll data during the PAGA Period. Defendant shall determine for each PAGA Member the number of Pay Periods, if any, worked during the PAGA Period in California based on its business and payroll records. The Administrator shall tabulate the aggregate number of Pay Periods and divide the remaining 25% of the PAGA Penalties, *i.e.*, \$5,000, by the aggregate number of Pay Periods to arrive at the Pay Period Rate. Leaves of absences, vacation, weeks of sick pay, workers' compensation, holiday shut down, or periods of furlough, and similar times of employment during which no work was performed are excluded. For calculation purposes, a partial workweek shall be considered the same as a full workweek.

11. "Defendant" means Solar Turbines Incorporated.

12. "Defense Counsel" means Rebecca Aragon, Everett Clifton Martin, and Helen Braginsky of Littler Mendelson, P.C.

13. "Effective Date" means the date this settlement is approved as provided herein and the Court's order granting approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final and

1 is no longer appealable,” shall mean upon the later of: (i) the day after the last date by
2 which a notice of appeal to the applicable Court of Appeal of the order and judgment
3 approving this settlement may be timely filed and none is filed; (ii) if an appeal is filed,
4 and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day
5 after the last date for filing a request for further review of the order and judgment
6 approving this settlement passes, and no further review is requested; or (iii) if an appeal
7 is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the
8 Court of Appeal, and further review of the order and judgment approving this settlement
9 is requested, the day after the review is finally dismissed or denied with prejudice and/or
10 no further review of the judgment or order can be requested.

11 14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of
12 payroll taxes, including, but not limited to FICA and FUTA, on the portion of the
13 Individual Settlement Payments that constitutes wages. The Employer’s Share of
14 Payroll Taxes shall be submitted by Defendant to the Settlement Administrator in
15 addition to the Maximum Settlement Amount.

16 15. “Final Approval Hearing” means the hearing to be conducted by the Court
17 after the filing of an appropriate motion by Plaintiff and following appropriate notice to
18 Class Members giving Class Members an opportunity to request exclusion from the
19 class and Settlement and to object to the Settlement, at which time Plaintiff shall request
20 that the Court finally approve the Settlement, enter the Judgment, and take other
21 appropriate action.

22 16. “Individual Settlement Payment” means the amount payable from the Net
23 Settlement Amount to each Settlement Class Member and Aggrieved Employee.

24 17. “Information Sheet” means the form that shall be prepared by the
25 Settlement Administrator and sent to each Class Member that sets forth the total number
26 of Compensable Workweeks and the estimated Individual Settlement Payment for the
27 Class Member, substantially in the form attached hereto as **Exhibit 2**.

28 18. “Judgment” means the judgment to be entered by the Court upon granting

1 final approval of the Settlement and this Stipulation as binding upon the Parties and
2 Settlement Class Members.

3 19. "LWDA" means the California Labor and Workforce Development
4 Agency.

5 20. "Maximum Settlement Amount" means the maximum amount Defendant
6 shall have to pay in connection with this Settlement, by way of a common fund, which
7 shall be inclusive (without limitation) of all Individual Settlement Payments to
8 Settlement Class Members and/or Aggrieved Employees, the Attorneys' Fees and
9 Expenses, the Class Representative Service Award, Settlement Administration Costs,
10 and the PAGA Payment. The Maximum Settlement Amount shall exclude the
11 Employer's Share of Payroll Taxes. The Maximum Settlement Amount that Defendant
12 shall be required to pay is One Million Eight Hundred Thousand Dollars and Zero Cents
13 (\$1,800,000.00).

14 21. "Net Settlement Amount" means the Maximum Settlement Amount, less
15 the Attorneys' Fees and Expenses, the Class Representative Service Award, Settlement
16 Administration Costs, and the PAGA Payment.

17 22. "Notice of Objection" means a Class Member's written objection to the
18 Settlement.

19 23. "Notice Packet" means the packet of documents which shall be mailed to
20 all Class Members by the Settlement Administrator, including the Class Notice and
21 Information Sheet.

22 24. "PAGA" means the California Private Attorneys General Act of 2004,
23 California Labor Code sections 2698, *et seq.*

24 25. "PAGA Payment" means the amount payable from the Maximum
25 Settlement Amount to resolve the PAGA claim alleged in the Action, of which seventy-
26 five percent (75%) shall be paid to the LWDA and twenty-five percent (25%) shall be
27 paid to Aggrieved Employees. The PAGA Payment shall be Twenty Thousand Dollars
28 (\$20,000.00).

1 26. "PAGA Period" means the period from April 13, 2019 through the date of
2 the Preliminary Approval Order.

3 27. "Parties" means Plaintiff and Defendant.

4 28. "Plaintiff" means plaintiff Jose Diaz.

5 29. "Preliminary Approval Order" means the order to be issued by the Court
6 approving and authorizing the mailing of the Notice Packet by the Settlement
7 Administrator, setting the date of the Final Approval Hearing, and granting preliminary
8 approval of the Settlement set forth in this Stipulation, among other things.

9 30. "Released Parties" means Defendant and its insurers, parents, subsidiaries,
10 affiliated companies, charitable organizations, partners, trustees, directors, officers,
11 agents, attorneys, servants and employees, past and present, and each of them.

12 31. "Request for Exclusion" means a written request by a Class Member to opt
13 out of, or exclude oneself from, the Settlement.

14 32. "Response Deadline" means the date forty-five (45) calendar days after the
15 Settlement Administrator mails the Notice Packets to Class Members and the last date
16 on which Class Members may submit a Request for Exclusion, Notice of Objection, or
17 dispute regarding the number of Compensable Workweeks stated on their respective
18 Information Sheet.

19 33. "Settlement" means the final and complete disposition of the Action
20 pursuant to this Stipulation.

21 34. "Settlement Administration Costs" means the reasonable costs and fees of
22 administering the Settlement to be paid from the Maximum Settlement Amount,
23 including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice
24 Packets to Class Members; (ii) preparing and submitting to Settlement Class Members
25 and/or Aggrieved Employees and government entities all appropriate tax filings and
26 forms; (iii) computing the amount of and distributing: Individual Settlement Payments,
27 the Class Representative Service Award, the Attorneys' Fees and Expenses, and the
28 PAGA Payment to the LWDA; (iv) processing and validating Requests for Exclusion

1 and Notices of Objection; (v) establishing a Qualified Settlement Fund, as defined by
2 the Internal Revenue Code; and (vi) calculating and remitting to the appropriate
3 government agencies all employer and employee payroll tax obligations arising from
4 the Settlement and preparing and submitting filings required by law in connection with
5 the payments required by the Settlement.

6 35. "Settlement Administrator" means Simpluris or another mutually
7 agreeable reputable company.

8 36. "Settlement Class Members" means Plaintiff and all other Class Members
9 who do not submit a valid and timely Request for Exclusion.

10 RECITALS

11 37. Procedural History. On April 30, 2020, Plaintiff filed a lawsuit against
12 Defendant in Los Angeles County Superior Court, alleging the following class claims:
13 (1) Violation of Labor Code §§ 510, 1194, 1198 (Unpaid Overtime and Minimum
14 Wages); (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant
15 Wage Statements); (3) Violation of California Labor Code §§ 201-203 (Failure to Pay
16 All Wages and on a Timely Basis); (4) Violation of Labor Code 226.7, 512(a) (Unpaid
17 Meal Period Premiums; (5) Violation of Labor Code 226.7 (Unpaid Rest Period
18 Premiums); and (6) Violation of California Business & Professions Code §§ 17200, et
19 seq. Defendant removed the lawsuit to the United States District Court, Central District
20 of California on June 12, 2020, Case No. 2:20-CV-05279. Pursuant to the parties'
21 stipulation, the Central District of California transferred venue to the Southern District
22 of California on June 23, 2020. On August 12, 2020, Plaintiff filed a First Amended
23 Complaint alleging all of the above causes of action as well as a claim under the PAGA.
24 Defendant timely answered on September 11, 2020. The parties participated in an Early
25 Neutral Evaluation conference on January 25, 2021, and no settlement was reached.
26 The Court then issued a scheduling order on January 26, 2021.

27 38. On May 7, 2021, the Parties participated in a private mediation session
28 with mediator Tripper Ortman, Esq. After engaging in arms-length settlement

1 negotiations, the Parties reached a settlement. A Memorandum of Understanding
2 (“MOU”) was fully executed on May 7, 2021.

3 39. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and
4 Class Counsel recognize the expense and length of continued proceedings necessary to
5 litigate Plaintiff’s claims in the Action through trial and through any possible appeals.
6 Plaintiff also has considered the uncertainty and risks of the outcome of further
7 litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
8 Counsel are also aware of the burdens of proof necessary to establish liability for the
9 claims asserted in the Action, both generally and in response to Defendant’s defenses
10 thereto, and the difficulties in establishing damages, penalties, restitution and other
11 relief sought in the Action. Plaintiff and Class Counsel also have considered
12 Defendant’s agreement to enter a settlement that confers substantial benefits upon the
13 Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined
14 that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is
15 in the best interests of all Class Members.

16 40. Defendant’s Reasons for Settlement. Defendant has concluded that any
17 further defense of the Action would be protracted and expensive for all Parties.
18 Substantial amounts of Defendant’s time, energy, and resources have been, and unless
19 this Settlement is completed, shall continue to be, devoted to the defense of the claims
20 asserted by Plaintiff. Defendant also has considered the risks of further litigation in
21 reaching its decision to enter this Settlement. Even though Defendant contends it is not
22 liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed,
23 nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and
24 to put to rest the claims alleged in this Action. Defendant has asserted and continues to
25 assert that the claims alleged by Plaintiff have no merit and do not give rise to any
26 liability, damages, restitution, penalties or other payments. This Stipulation is a
27 compromise of disputed claims. Nothing contained in this Stipulation, no documents
28 referred to herein, and no action taken to carry out this Stipulation, shall be construed

1 or used as an admission by or against Defendant as to the merits or lack thereof of the
2 claims asserted in the Action. Defendant contends that it has complied with all
3 applicable state, federal and local laws.

4 **TERMS OF SETTLEMENT**

5 41. NOW THEREFORE, in consideration of the mutual covenants, promises,
6 and agreements set forth herein, the Parties agree, subject to the Court's approval, as
7 follows:

8 42. Binding Settlement. This Settlement shall bind the Parties and all
9 Settlement Class Members and Aggrieved Employees, subject to the terms and
10 conditions hereof and the Court's approval.

11 43. Tax Liability. The Parties make no representations as to the tax treatment
12 or legal effect of the payments specified herein, and Class Members are not relying on
13 any statement or representation by the Parties, Class Counsel, or Defense Counsel in
14 this regard. Plaintiff, Class Members and Class Counsel understand and agree that Class
15 Members shall be responsible for the payment of all taxes and penalties assessed on the
16 payments specified herein, and shall hold the Parties, Class Counsel, and Defense
17 Counsel free and harmless from and against any claims resulting from treatment of such
18 payments as non-taxable, including the treatment of such payments as not subject to
19 withholding or deduction for payroll and employment taxes.

20 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
21 provision of this Stipulation, and no written communication or disclosure between or
22 among the Parties, Class Counsel, or Defense Counsel and other advisers, is or was
23 intended to be, nor shall any such communication or disclosure constitute or be
24 construed or be relied upon as, tax advice within the meaning of United States Treasury
25 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
26 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel
27 for advice (including tax advice) in connection with this Stipulation, (b) has not entered
28 into this Stipulation based upon the recommendation of any other party or any attorney

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

8 45. Preliminary Approval of Settlement. Plaintiff shall move the Court to
9 enter the Preliminary Approval Order, thereby provisionally certifying the class for
10 settlement purposes only and setting a Final Approval Hearing date. Plaintiff shall
11 make a good faith effort to file the motion for preliminary approval thirty (30) days after
12 the Parties execute the Stipulation and schedule the motion for preliminary approval for
13 hearing on a date mutually agreed upon by the Parties. Plaintiff's counsel will provide
14 counsel for Defendant with a draft of the motion for preliminary approval at least seven
15 (7) business days before it is filed with the Court for Defendant's review and input. The
16 Parties agree to work diligently and cooperatively to have this Settlement presented to
17 the Court for preliminary approval. The Preliminary Approval Order shall provide for,
18 among other things, the Notice Packet to be sent to Class Members as specified herein.

19 a. The Parties agree that provisional certification of the class is for
20 settlement purposes only and is in no way an admission by Defendant in the Action or
21 in any other proceeding that class certification is proper.

22 b. Within fifteen (15) business days of filing the Preliminary Approval
23 Motion, Defendant shall, in compliance with the Class Action Fairness Act, 28 U.S.C.
24 § 1715, serve written notice of the proposed Settlement on the U.S. Attorney General
25 and the appropriate California state official, along with the appropriate state official in
26 every state where a Class Member resides.

27 46. Release of Claims.

28 a. Settlement Class Members' Released Claims. Upon entry of final

1 judgment by the Court, and in consideration for the Settlement Amount, Plaintiff and
2 all Class Members who have not timely opted out of the settlement shall release
3 Defendant and the Released Parties (defined above) of all claims, demands, rights,
4 liabilities, and/or causes of action of any nature and discretion whatsoever, known or
5 unknown, in law or in equity, whether or not concealed or hidden, that have been
6 asserted or that might have been asserted, arising during the period from and including
7 April 30, 2016 through the date of preliminary approval and which were alleged or
8 could have been alleged based upon the facts asserted in the complaint for: unpaid
9 wages (including premiums) or other compensation allegedly owed, or for damages,
10 penalties (including without limitation waiting time penalties under Labor Code section
11 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other
12 recovery based on or arising out of the claims and allegations alleged in the Class Action
13 Complaint Pursuant To California Code Of Civil Procedure § 382 or FRCP 23,
14 including under the California Labor Code and corresponding provisions of Wage
15 Orders, for: (1) Failure to Pay Wages Including Overtime and Minimum Wages as
16 Required by Labor Code §§ 510, 1194, and 1198; (2) Failure to Provide Accurate
17 Itemized Wage Statements as Required by Labor Code § 226 and 1174; (3) Failure to
18 Pay Timely Wages Required by Labor Code §§ 201-203; (4) Failure to Provide Meal
19 Periods as Required by Labor Code §§ 226.7, 512, and the IWC Wage Orders; (5)
20 Failure to Provide Rest Breaks as Required by Labor Code §§ 226.7, 512, and the IWC
21 Wage Orders; (6) Violation of California Business & Professions Code sections 17200
22 et seq.; and (7) any and all corresponding claims that could have been brought under
23 California or federal law relating to the claims and/or facts alleged in the complaint
24 including under the Fair Labor Standards Act (FLSA) that might have occurred during
25 the Class Period based on facts and claims alleged in the complaint, including claims
26 for failure to pay wages (including overtime or premium wages) due to time worked but
27 not recorded, or regular rate violations to include premium pay of night shift premiums,
28 other premiums, and any bonus payments during the class period. It is the intent of the

1 Parties that the judgment entered by the Court upon final approval of the Settlement
2 shall have *res judicata* effect and be final and binding upon Plaintiff and all Class
3 Members who have not expressly opted out of the settlement.

4 b. Aggrieved Employees' Released Claims. In addition to the release
5 set forth in Paragraph 46.a above, upon the Effective Date, all Aggrieved Employees
6 shall be deemed to have released the Released Parties of all claims, demands, rights,
7 liabilities, and/or causes of action of any nature and discretion whatsoever, known or
8 unknown, in law or in equity, whether or not concealed or hidden, that have been
9 asserted or that might have been asserted in the complaint based upon the facts alleged
10 therein and/or Plaintiff's PAGA claim notice to the LWDA dated April 13, 2020, arising
11 during the period from and including April 13, 2019 through preliminary approval,
12 whichever occurs first, for claims under the California Private Attorneys General Act
13 ("PAGA"), Labor Code section 2699 *et seq.*, regardless of whether they opt-out of the
14 Class Settlement. The scope of the release of the PAGA Claim will be determined by,
15 and is inclusive of, all violations stated in Plaintiff's Notice to the LWDA.

16 c. Plaintiff Released Claims.

17 i. Except as provided in Paragraph 46.c.ii below, upon the
18 Effective Date, Plaintiff individually and on his own behalf releases the Released Parties
19 from any and all charges, complaints, claims, causes of action, demands, disputes,
20 damages, business expenses, attorneys' fees, costs, losses and liabilities of any kind or
21 nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff, at
22 any time heretofore, had or claimed to have or Plaintiff may have, including but not
23 limited to any and all claims arising out of, relating to or resulting from his employment
24 with and/or separation of employment with Released Parties, including any claims
25 arising under any federal, state or local law, statute, ordinance, rule or regulation or
26 Executive Order relating to employment, including, but in no way limited to, any claim
27 under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. §
28 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act

1 (“FMLA”); the Employee Retirement Income Security Act (“ERISA”); the California
2 Family Rights Act (“CFRA”); the California Fair Employment and Housing Act
3 (“FEHA”); all claims for wages or penalties under the California Labor Code; Business
4 Professions Code section 17200 *et seq.*; all laws relating to violation of public policy,
5 retaliation, or interference with legal rights; any and all other employment or
6 discrimination laws; whistleblower claims; any tort, fraud or constitutional claims; and
7 any breach of contract claims or claims of promissory estoppel. It is agreed that this is
8 a general release and is to be broadly construed as a release of all claims; provided that,
9 notwithstanding the foregoing, this paragraph expressly does not include a release of
10 any claims that cannot be released hereunder by law, including any claim for
11 indemnification pursuant to California Labor Code section 2802. Plaintiff hereby
12 warrants that he is not aware of any business expenses incurred by him during his
13 employment with Defendant, which is not the subject of his Complaint and for which
14 he has not been fully reimbursed, other than those which serve as the basis for his class
15 claim and for which he will be compensated through the settlement. If a claim is not
16 subject to release, to the extent permitted by law, Plaintiff waives any right or ability to
17 be a class or collective action representative or to otherwise participate in any putative
18 or certified class, collective or multi-party action or proceeding based on such a claim
19 in which any Releasee is a party. However, the Equal Employment Opportunity
20 Commission (“EEOC”) or other governmental agency cannot be barred from pursuing
21 a claim on Plaintiff’s behalf. Plaintiff may participate in any agency investigation; or
22 to make other disclosures that are protected under whistleblower provisions of state or
23 federal law or regulation. Plaintiff understands and agrees however, to be waiving any
24 right to recover any money in connection with such a charge or investigation or
25 disclosure. Employee is also waiving the right to recover any money in connection with
26 a charge filed by any other individual or by the EEOC or any other federal or state
27 agency, except that any right Plaintiff may have to receive a payment from a
28 government agency (and not Defendant) for information provided to the government

1 agency or otherwise where prohibited. Plaintiff understands and expressly agrees that
2 this Agreement extends to claims that he has against Defendant, of whatever nature and
3 kind, known or unknown, suspected or unsuspected, vested or contingent, past, present,
4 or future, arising from or attributable to an incident or event, occurring in whole or in
5 part, on or before the Effective Date of this Agreement. Any and all rights granted
6 under any state or federal law or regulation limiting the effect of this Agreement,
7 including the provisions of section 1542 of the California Civil Code, ARE HEREBY
8 EXPRESSLY WAIVED. Section 1542 reads as follows:

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

17 ii. Exclusion to Release. Paragraph 46.c.i above shall not apply
18 to the causes of action alleged in the individual complaint filed by Plaintiff against
19 Defendant on March 4, 2021, in Los Angeles County Superior Court, Case No.
20 21STCV08564. This exclusion shall be narrowly construed to apply solely to the causes
21 of action alleged in the original complaint in Los Angeles County Superior Court, Case
22 No. 21STCV08564.

23 47. Non-Admission of Liability. The Parties enter into this Settlement to
24 resolve the dispute that has arisen between them and to avoid the burden, expense and
25 risk of continued litigation. In entering into this Settlement, Defendant and the Released
26 Parties do not admit, and specifically deny, that Defendant or any Released Parties
27 violated any federal, state, or local law; violated any regulations or guidelines
28 promulgated pursuant to any statute or any other applicable laws, regulations or legal

1 requirements; breached any contract; violated or breached any duty; engaged in any
2 misrepresentation or deception; or engaged in any other unlawful conduct with respect
3 to their employees. Neither this Settlement Stipulation, nor any of its terms or
4 provisions, nor any of the negotiations connected with it, shall be construed as an
5 admission or concession by Defendant (or any Released Parties) of any such violations
6 or failures to comply with any applicable law, or that class certification is proper under
7 the standard applied to contested certification motions. The Parties stipulate and agree
8 to the certification of the proposed class for settlement purposes only. The Parties
9 further agree that this Stipulation shall not be admissible in this or any other proceeding
10 as evidence that either (i) a class action should be certified or (ii) Defendant is liable to
11 Plaintiff or any Class Member, other than to enforce the terms of this Stipulation.

12 48. Settlement Administration.

13 a. Within thirty (30) business days of entry of the Preliminary
14 Approval Order, Defendant shall provide the Settlement Administrator with the Class
15 Information for purposes of mailing the Notice Packets to Class Members.

16 i. Notice by First Class U.S. Mail. Upon receipt of the Class
17 Information, the Settlement Administrator shall perform a search based on the National
18 Change of Address Database maintained by the United States Postal Service to update
19 and correct any known or identifiable address changes. Within twenty (20) business
20 days after receiving the Class Information from Defendant as provided herein, the
21 Settlement Administrator shall mail copies of the Notice Packet to all Class Members
22 via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
23 judgment to determine the current mailing address for each Class Member. The address
24 identified by the Settlement Administrator as the current mailing address shall be
25 presumed to be the most current mailing address for each Class Member. The Parties
26 agree that this procedure for notice provides the best notice practicable to Class
27 Members and fully complies with due process.

28 ii. Undeliverable Notice Packets. Any Notice Packet returned to

1 the Settlement Administrator as non-deliverable on or before the Response Deadline
2 shall be re-mailed to the forwarding address affixed thereto. If no forwarding address
3 is provided, the Settlement Administrator shall promptly attempt to determine a correct
4 address by the use of skip-tracing, or other type of automated search, using the name,
5 address and/or Social Security number of the Class Member involved, and shall then
6 perform a re-mailing to the Class Member whose Notice Packet was returned as non-
7 deliverable, assuming another mailing address is identified by the Settlement
8 Administrator. If a Notice Packet is re-mailed to a Class Member less than ten (10)
9 calendar days prior to the Response Deadline, the Class Member shall have their
10 Response Deadline extended by ten (10) calendar days from the date the Settlement
11 Administrator re-mails the Notice Packet. If these procedures are followed, notice to
12 Class Members shall be deemed to have been fully satisfied, and if the intended
13 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient
14 shall nevertheless remain a Class Member and shall be bound by all terms of the
15 Settlement and the Judgment.

16 iii. Determination of Individual Settlement Payments. The
17 Settlement Administrator shall determine the eligibility for, and the amount of, each
18 Individual Settlement Payment under the terms of this Stipulation. The Settlement
19 Administrator's determination of the eligibility for and amount of each Individual
20 Settlement Payment shall be binding upon the Class Member and the Parties, yet subject
21 to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
22 or gross negligence, Defendant's records shall be presumed accurate.

23 iv. Duty to Protect Class Information. The Settlement
24 Administrator shall represent and warrant that it shall: (i) provide reasonable and
25 appropriate administrative, physical and technical safeguards for the Class Information
26 that it receives from Defendant; (ii) not disclose the Class Information to Class Counsel,
27 Plaintiff, any party or third parties, including agents or subcontractors, without
28 Defendant's consent and keep the Class Information confidential; (iii) not disclose or

1 otherwise use the Class Information other than to carry out its duties as set forth herein;
2 and (iv) promptly provide Defendant with notice if it becomes aware that the Class
3 Information becomes subject to unauthorized access, use, or disclosure. Upon request
4 by Defendant, the Settlement Administrator shall provide all requested information,
5 including but not limited to tax reporting information, W-2 forms, or 1099 forms, to
6 Defendant. Further upon request by Defendant after the full administration of the
7 Settlement Administrator's duties, the Settlement Administrator will destroy all
8 personal or contact information with respect to members of the class.

9 v. Disputed Compensable Workweek and/or Pay Period
10 Information. Class Members shall have an opportunity to dispute the information upon
11 which their Individual Settlement Payment will be calculated, which will be included
12 in their Notice Packets. To the extent Class Members dispute their employment dates,
13 the number of Weeks Worked during the Class Period or the number of Pay Periods,
14 Class Members may produce evidence to the Settlement Administrator showing that
15 such information is inaccurate. The deadline to submit such a dispute is the Response
16 Deadline. The dispute must: (i) set forth the full name, address, telephone number and
17 last four digits of the social security number of the Class Member submitting the
18 dispute; (ii) be signed by the Class Member; (iii) clearly state the reason(s) that the
19 Class Member disputes the information provided contained in the Notice Packet; and
20 (iv) be postmarked on or before the Response Deadline and returned to the Settlement
21 Administrator at the specified address. The Settlement Administrator shall decide the
22 dispute after providing Defendant an opportunity to respond. Defendant's records shall
23 be presumed correct, but the Settlement Administrator shall evaluate the evidence
24 submitted by the Class Member and shall make the final decision as to the merits of the
25 dispute. All disputes shall be decided within ten (10) business days of the Response
26 Deadline.

27 vi. Disputes Regarding Administration of Settlement. Any
28 dispute not resolved by the Settlement Administrator concerning the administration of

1 the Settlement shall be resolved by the Court. Prior to any such involvement of the
2 Court, counsel for the Parties shall confer in good faith and make use of the services of
3 mediator Tripper Ortman, if necessary, to resolve the dispute without the necessity of
4 involving the Court.

5 b. Exclusions. The Class Notice shall explain that Class Members who
6 wish to exclude themselves from the class and Settlement must submit a Request for
7 Exclusion to the Settlement Administrator by the Response Deadline. The Request for
8 Exclusion must: (1) contain the full name, address, and telephone number and last four
9 digits of the social security number of the Class Member requesting exclusion; (2) be
10 signed by the Class Member; and (3) be postmarked on or before the Response Deadline
11 and returned to the Settlement Administrator at the specified address. Subject to review
12 by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the
13 return mailing envelope on the Request for Exclusion shall be the exclusive means used
14 by the Settlement Administrator to determine whether a Class Member has timely
15 requested exclusion from the class and Settlement. Aggrieved Employees cannot
16 exclude themselves or opt out of the release of claims set forth in Paragraph 46.b.
17 Except as otherwise provided regarding Aggrieved Employees in this Stipulation, any
18 Class Member who timely and properly requests to be excluded from the class and
19 Settlement shall not be entitled to any benefits under the Settlement and shall not be
20 bound by the terms of the Settlement nor shall the Class Member have any right to
21 object to the Settlement or appeal from the entry of the Judgment. Class Members who
22 do not submit a valid and timely Request for Exclusion on or before the Response
23 Deadline shall be bound by all terms of the Settlement and the Judgment entered in this
24 Action if the Settlement is finally approved by the Court. No later than ten (10) calendar
25 days after the Response Deadline, the Settlement Administrator shall provide counsel
26 for the Parties a complete list of all Class Members who submitted a timely and valid
27 Request for Exclusion. The Settlement Administrator shall contact (once, by phone and
28 mail) all Class Members whose requests for exclusion are timely postmarked but do not

1 meet requirements of (1) and (2) above, to request additional information. If the
2 Settlement Administrator does not receive the required information within ten (10)
3 calendar days of mailing a request for additional information, the Class Member will be
4 bound by the terms of the Settlement. Class Members who request exclusion from the
5 Settlement are not allowed to object to it.

6 c. Objections. The Class Notice shall state that Class Members who
7 wish to object to the Settlement must submit to the Settlement Administrator a Notice
8 of Objection by the Response Deadline or appear at the Final Approval Hearing to
9 explain their objection(s). A Notice of Objection must (1) state the full name of the
10 Class Member; (2) be signed by the Class Member; (3) state the grounds for the
11 objection; and (4) be postmarked by the Response Deadline and returned to the
12 Settlement Administrator at the specified address. Subject to review by Class Counsel,
13 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope
14 on the Notice of Objection shall be the exclusive means used by the Settlement
15 Administrator to determine whether a Class Member timely objected to the Settlement.
16 Class Members who do not submit a Notice of Objection or appear at the Final Approval
17 Hearing to explain their objection(s) shall be deemed to have waived any objections and
18 shall be foreclosed from making any objections (whether by appeal or otherwise) to the
19 Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek
20 to solicit or otherwise encourage or discourage Class Members from objecting to the
21 Settlement or filing an appeal from the Judgment. Only Class Members who have not
22 requested exclusion from the Settlement can object to it.

23 d. Disputes Regarding the Number of Compensable Workweeks or
24 Pay Periods. If a Class Member disagrees with the number of Compensable Workweeks
25 or Pay Periods stated on his or her Information Sheet, the Class Member must send a
26 letter to the Settlement Administrator by the Response Deadline stating the reasons why
27 he or she disputes the number of Compensable Workweeks and provide any supporting
28 documentation. The Settlement Administrator will evaluate the evidence submitted by

1 the Class Member and Defendant and decide as to the number of Compensable
2 Workweeks that should be applied and/or the Individual Settlement Payment to which
3 the Class Member is entitled in accordance with Paragraph 47(a)(v) above.

4 e. Settlement Administrator Reports Regarding Class Member
5 Participation. The Settlement Administrator shall provide Defendant's counsel and
6 Class Counsel a weekly report that certifies the number of Class Members who have
7 submitted valid Requests for Exclusion, objections to the Settlement, and whether any
8 Class Member has submitted a challenge to any information contained in their Notices.
9 The Settlement Administrator shall provide to counsel for both Parties any updated
10 reports regarding the administration of the Settlement as needed or requested. Not later
11 than fourteen (14) calendar days after the final Response Deadline, the Settlement
12 Administrator will provide Class Counsel and Defense Counsel with a complete and
13 accurate list of all Participating Class Members, all Non-Participating Class Members,
14 and all Class Members who objected to the Settlement Agreement.

15 f. Monitoring and Reviewing Settlement Administration. The Parties
16 and their counsel have the right to monitor and review the administration of the
17 Settlement to verify that the monies allocated under the Settlement are distributed in the
18 correct amount, as provided for in this Stipulation.

19 g. Best Efforts. The Parties agree to use their best efforts to carry out
20 the terms of this Settlement.

21 49. Funding and Allocation of Maximum Settlement Amount. No later than
22 fifteen (15) business days after the Effective Date, Defendant shall provide to the
23 Settlement Administrator in any feasible manner, including, but not limited to, by way
24 of a wire transfer, the Maximum Settlement Amount and the Employer Share of Payroll
25 Taxes. (The amount representing the Employer Share of Payroll Taxes shall be
26 communicated by the Settlement Administrator to Defendant at least (5) business days
27 before transmittal of the Maximum Settlement Amount to the Settlement
28 Administrator.) The Settlement Administrator shall deposit the Maximum Settlement

1 Amount and the Employer Share of Payroll Taxes into a Qualified Settlement Fund,
2 from which the Settlement Administrator will have the authority to distribute money in
3 accordance with the terms of this Stipulation. If this Settlement is not finally approved
4 by the Court in full, or is terminated, rescinded, canceled or fails to become effective
5 for any reason, or if the Effective Date does not occur, then no portion of the Maximum
6 Settlement Amount or Employer Share of Payroll Taxes shall be paid.

7 a. Individual Settlement Payments. Class Members shall not be
8 required to submit a claim in order to receive a share of the Net Settlement Amount,
9 and no portion of the Maximum Settlement Amount shall revert to Defendant or result
10 in an unpaid residue. Individual Settlement Payments shall be paid by the Settlement
11 Administrator from the Net Settlement Amount pursuant to the formula set forth herein.
12 Individual Settlement Payments shall be mailed by the Settlement Administrator by
13 regular First Class U.S. Mail to each Settlement Class Member's last known mailing
14 address within ten (10) business days after Defendant provides the Settlement
15 Administrator with the Maximum Settlement Amount. Prior to mailing the Individual
16 Settlement Payments, the Settlement Administrator shall perform a search based on the
17 National Change of Address Database maintained by the United States Postal Service
18 to update and correct any known or identifiable address changes.

19 i. Each Settlement Class Member's Individual Settlement
20 Payment shall be calculated solely by the Settlement Administrator according to the
21 following formula: Defendant shall provide the Settlement Administrator with the
22 Compensable Workweeks for each Settlement Class Member. The Settlement
23 Administrator shall then divide the Net Settlement Amount, less the 25% of the PAGA
24 Penalties, by the total number of Compensable Workweeks for all Settlement Class
25 Members resulting in a value for each week worked by the Settlement Class Members
26 during the Class Period ("Workweek Value"). The Settlement Administrator shall then
27 multiply the number of Compensable Workweeks for each Settlement Class Member
28 by the Workweek Value. In addition, all Aggrieved Employees shall receive a pro rata

1 share of the portion of the PAGA Payment allocated to Aggrieved Employees based on
2 their Pay Periods during the PAGA Period regardless of whether they opt-out of the
3 Settlement. The Settlement Administrator shall tabulate the aggregate number of Pay
4 Periods and divide the remaining 25% of the PAGA Penalties, *i.e.*, \$5,000, by the
5 aggregate number of Pay Periods to arrive at the Pay Period Rate for each Aggrieved
6 Employee.

7 ii. Class Members shall receive an Individual Settlement
8 Payment representing payment for all Compensable Workweeks worked during the
9 Class Period, and for all Pay Periods, if any, worked during the PAGA Period, at the
10 rates calculated in the preceding paragraphs. Individual Settlement Payments shall be
11 made by check and shall be made payable to each Settlement Class Member as set forth
12 in this Stipulation.

13 iii. Individual Settlement Payments shall be allocated as follows:
14 twenty-five percent (25%) as wages subject to all applicable tax withholdings and
15 seventy-five percent (75%) as non-wage penalties, interest and any other claims
16 damages not subject to payroll tax withholdings. The Settlement Administrator shall
17 issue an IRS Form W-2 to each Settlement Class Member for the portion of each
18 Individual Settlement Payment allocated as wages and subject to all applicable tax
19 withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
20 Settlement Class Member and Aggrieved Employee for the portion of each Individual
21 Settlement Payment allocated as non-wage penalties and interest not subject to payroll
22 tax withholdings. The Settlement Administrator shall calculate the amount of the
23 Employer's Share of Payroll Taxes and shall remit and report the applicable portions of
24 the payroll tax payment to the appropriate taxing authorities in a timely manner.

25 iv. Individual Settlement Payment checks shall remain
26 negotiable for one hundred eighty (180) calendar days from the date of mailing. If an
27 Individual Settlement Payment check remains uncashed after one hundred eighty (180)
28 calendar days from issuance, the Settlement Administrator shall distribute the value of

1 the uncashed check to the State Controller's Office Unclaimed Property Fund in the
2 name of the Settlement Class Member and/or Aggrieved Employee. In such event, such
3 Settlement Class Members and/or Aggrieved Employees shall nevertheless remain
4 bound by the Settlement.

5 v. All monies received by Settlement Class Members under the
6 Settlement which are attributable to wages shall constitute income to such Settlement
7 Class Members solely in the year in which such monies actually are received by the
8 Settlement Class Members. It is expressly understood and agreed that the receipt of
9 Individual Settlement Payments shall not entitle any Settlement Class Member to
10 additional compensation or benefits under any collective bargaining agreement or under
11 any bonus, contest or other compensation or benefit plan or agreement in place during
12 the period covered by the Settlement, nor shall it entitle any Settlement Class Member
13 to any increased pension and/or retirement, or other deferred compensation benefits. It
14 is the intent of the Parties that Individual Settlement Payments provided for in this
15 Stipulation are the sole payments to be made by Defendant to Settlement Class
16 Members in connection with this Settlement, with the exception of Plaintiff, and that
17 the Settlement Class Members are not entitled to any new or additional compensation
18 or benefits as a result of having received the Individual Settlement Payments.
19 Furthermore, the receipt of Individual Settlement Payments by Settlement Class
20 Members shall not, and does not, by itself establish any general, special, or joint
21 employment relationship between and among the Settlement Class Member(s) and
22 Defendant.

23 b. Class Representative Service Awards. Subject to Court approval,
24 Plaintiff's Class Representative Service Award is not to exceed Ten Thousand Dollars
25 (\$10,000.00), or any lesser amount as awarded by the Court, for his time and effort in
26 bringing and presenting the Action and for releasing his claims. Defendant shall not
27 oppose or object to Plaintiff's request for Class Representative Service Award not to
28 exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Class Representative

1 Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later
2 than ten (10) business days after Defendant provides the Settlement Administrator with
3 the Maximum Settlement Amount. The Settlement Administrator shall issue IRS
4 Forms 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be
5 solely and legally responsible to pay any and all applicable taxes on his Class
6 Representative Service Award and shall hold harmless Defendant, Class Counsel, and
7 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a
8 result of payment of the Class Representative Service Award. The Class Representative
9 Service Award shall be made in addition to Plaintiff's Individual Settlement Payment.
10 Any amount requested by Plaintiff for the Class Representative Service Award and not
11 awarded by the Court shall become part of the Net Settlement Amount and shall be
12 distributed to Settlement Class Members as part of their Individual Settlement
13 Payments.

14 c. Attorneys' Fees and Expenses. Subject to Court approval, Class
15 Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to
16 exceed one-fourth (25%) of the Maximum Settlement Amount, which amounts to Four
17 Hundred Fifty Thousand Dollars (\$450,000.00). In addition, subject to Court approval,
18 Class Counsel shall be entitled to an award of reasonable costs and expenses associated
19 with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen
20 Thousand Dollars (\$15,000.00). Class Counsel shall provide the Settlement
21 Administrator with a properly completed and signed IRS Form W-9 in order for the
22 Settlement Administrator to process the Attorneys' Fees and Expenses approved by the
23 Court. Defendant shall not oppose or object to Plaintiff's request for an award of
24 attorneys' fees in an amount not to exceed Four Hundred Fifty Thousand Dollars
25 (\$450,000.00), and request for an award of reasonable costs and expenses not to exceed
26 Fifteen Thousand Dollars (\$15,000.00). In the event the Court awards Class Counsel
27 less than Four Hundred Fifty Thousand Dollars (\$450,000.00) in attorneys' fees and/or
28 less than Fifteen Thousand Dollars (\$15,000.00) in costs and expenses, the difference

1 shall become part of the Net Settlement Amount and shall be distributed to Settlement
2 Class Members as part of their Individual Settlement Payments. Class Counsel shall be
3 paid any Court-awarded attorneys' fees and expenses no later than ten (10) business
4 days after Defendant provides the Settlement Administrator with the Maximum
5 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all
6 applicable taxes on the Attorneys' Fees and Expenses. The Settlement Administrator
7 shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Expenses.
8 This Settlement is not conditioned upon the Court awarding Class Counsel any
9 particular amount of attorneys' fees or costs.

10 d. PAGA Payment. Twenty Thousand Dollars (\$20,000.00) from the
11 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which
12 seventy-five percent (75%), or Fifteen Thousand Dollars (\$15,000.00), shall be paid by
13 the Settlement Administrator directly to the LWDA no later than ten (10) business days
14 after Defendant provides the Settlement Administrator with the Maximum Settlement
15 Amount. The remaining twenty-five percent (25%), or Five Thousand Dollars
16 (\$5,000.00) shall be distributed to Aggrieved Employees as part of their Individual
17 Settlement Payments.

18 e. Settlement Administration Costs. The Settlement Administration
19 fees and expenses, which are estimated not to exceed Twenty Thousand Eight Hundred
20 Twenty-Six Dollars (\$20,826.00), shall be paid from the Maximum Settlement Amount.
21 Prior to Plaintiff filing a motion for final approval of the Settlement, the Settlement
22 Administrator shall provide the Parties with a statement detailing the Settlement
23 Administration Costs to date. The Parties agree to cooperate in the Settlement
24 Administration process and to make all reasonable efforts to control and minimize
25 Settlement Administration Costs.

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

1 ii. The Settlement Administrator shall keep the Parties timely
2 apprised of the performance of all Settlement Administrator responsibilities required by
3 the Settlement. The Settlement Administrator shall be authorized to establish a
4 Qualified Settlement Fund pursuant to IRS rules and regulations in which the Maximum
5 Settlement Amount shall be placed and from which payments required by the
6 Settlement shall be made.

7 50. Final Settlement Approval Hearing and Entry of Judgment. Following
8 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
9 determine whether to grant final approval of the Settlement, including determining the
10 amounts properly payable for: (i) the Attorneys' Fees and Expenses; (ii) the Class
11 Representative Service Award; and (iii) the PAGA Payment. Prior to the Final
12 Approval Hearing, the Settlement Administrator shall provide a written report or
13 declaration to the Parties describing the process and results of the administration of the
14 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court
15 prior to the Final Approval Hearing. If the Court grants final approval of the Settlement,
16 the Settlement Administrator shall post notice of final judgment on its website within
17 seven (7) calendar days of entry of the Judgment.

18 51. Right of Defendant to Reject Settlement. If five percent (5%) or more of
19 the Class Members submit valid Requests for Exclusion, Defendant will have the right,
20 but not the obligation, to void the Settlement and the Parties will have no further
21 obligations under the Settlement, including any obligation by Defendant to pay the
22 Maximum Settlement Amount, or any amounts that otherwise would have been owed
23 under this Stipulation. Defendant will meet and confer with Class Counsel before
24 exercising this right. Defendant will notify Class Counsel and the Court whether it is
25 exercising this right to void not later than ten (10) business days after the Settlement
26 Administrator notifies the Parties of the number of valid Requests for Exclusion it has
27 received.

28 52. Nullification of Settlement. In the event: (i) the Court does not enter the

1 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement;
2 (iii) the Court does not enter the Judgment; or (iv) the Settlement does not become final
3 for any other reason, this Stipulation shall be rendered null and void, any order or
4 judgment entered by the Court in furtherance of this Settlement shall be treated as void
5 from the beginning and this Stipulation and any documents related to it shall not be used
6 by any Class Member or Class Counsel to support any claim or request for class
7 certification in the Action, and shall not be used in any other civil, criminal, or
8 administrative action against Defendant or any of the other Released Parties. In the
9 event an appeal is filed from the order granting final approval or Judgment, or any other
10 appellate review is sought, administration of the Settlement shall be stayed pending
11 final resolution of the appeal or other appellate review. Any fees incurred by the
12 Settlement Administrator prior to it being notified of the filing of an appeal from the
13 Judgment, or any other appellate review, shall be paid split equally by the Parties to the
14 Settlement Administrator.

15 53. Exhibits and Headings. The terms of this Stipulation include the terms set
16 forth in any attached Exhibits, which are incorporated by this reference as though fully
17 set forth herein. The Exhibits to this Stipulation are an integral part of the Settlement.
18 The descriptive headings of any paragraphs or sections of this Stipulation are inserted
19 for convenience of reference only.

20 54. Interim Stay of Action. The Parties agree to stay and to request that the
21 Court stay all proceedings in the Action, except such proceedings necessary to
22 implement and complete the Settlement and enter the Judgment.

23 55. Confidentiality and Non-Disparagement. The Parties and their counsel will
24 keep the Settlement confidential, through the Court's order granting the Motion for
25 Preliminary Approval, but the Parties will be able to disclose to the Court, when and as
26 necessary before preliminary approval, that they have reached an agreement in
27 principle, subject to completion of a final Agreement and Court approval. Following
28 the Court's order granting the Parties' Motion for Preliminary Approval, Plaintiff and

1 Class Counsel agree to make no comments to the media or otherwise publicize the terms
2 of the settlement on any social media or websites. This shall not restrict Class Counsel
3 from responding to inquiries posed by Class Members.

4 56. Confidentiality of Produced Information and Documents. Plaintiff and
5 Class Counsel agree to maintain the confidentiality of any documents produced,
6 formally or informally, during the course of the Action. Plaintiff and Class Counsel
7 agree to return to Defendant's counsel or destroy, at Defendants' option, any
8 information designated as confidential during the course of the Action, including but
9 not limited to any information and/or documents provided to Class Counsel for purposes
10 of mediation. Class Counsel will provide certificate of destruction of records destroyed.

11 57. Inquiries to Defendant. Defendant shall direct all inquiries by the Class to
12 the [administrator] who shall provide general information about the lawsuit, including
13 responding to any such questions about the lawsuit, by providing neutral information
14 about the agreement consistent with the Agreement.

15 58. No Credit Toward Benefit Plans. Unless otherwise required by any
16 applicable benefit plan, the Individual Settlement Payments made to Settlement Class
17 Members, as well as any other payments made pursuant to this Settlement, shall not be
18 construed as compensation for nor utilized to calculate any additional benefits under
19 any benefit plans to which any Class Members may otherwise be eligible, including,
20 but not limited to profit-sharing plans, bonus plans, 401(k) plans, pension stock
21 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
22 Unless otherwise required by any applicable benefit plan, this Settlement shall not affect
23 any rights, contributions, or amounts to which any Class Members may be entitled under
24 any benefit plans.

25 59. Amendment or Modification. This Stipulation may be amended or
26 modified only by a written instrument signed by all Parties, their counsel, or their
27 successors-in-interest.

28 60. Entire Agreement. This Stipulation and any attached Exhibits constitute

1 the entire agreement between the Parties, and no oral or written representations,
2 warranties, or inducements have been made to Plaintiff or Defendant concerning this
3 Stipulation or its Exhibits, other than the representations, warranties, and covenants
4 contained and memorialized in this Stipulation and its Exhibits. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties.

6 61. Authorization to Enter into Settlement Agreement. Class Counsel and
7 Defense Counsel warrant and represent they are expressly authorized by the Parties
8 whom they represent to negotiate this Stipulation and to take all appropriate actions
9 required or permitted to be taken by such Parties pursuant to this Stipulation to
10 effectuate its terms, and to execute any other documents required to effectuate the terms
11 of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall cooperate
12 with each other and use their best efforts to effect the implementation of the Settlement.
13 In the event the Parties are unable to reach agreement on the form or content of any
14 document needed to implement the Settlement, or on any supplemental provisions that
15 may become necessary to effectuate the terms of this Settlement, the Parties may seek
16 the assistance of the Court and/or mediator Tripper Ortman to resolve such
17 disagreement. The persons signing this Stipulation on behalf of Defendant represent
18 and warrant that they are authorized to sign this Stipulation on behalf of Defendant.
19 Plaintiff represent and warrant that they are authorized to sign this Stipulation and that
20 they have not assigned any claim, or part of a claim, covered by this Settlement to a
21 third-party. The Parties have cooperated in the drafting and preparation of this
22 Stipulation. Hence, in any construction made of this Stipulation, the same shall not be
23 construed against any of the Parties.

24 62. Binding on Successors and Assigns. This Stipulation shall be binding
25 upon, and inure to the benefit of, the successors and assigns of the Parties.

26 63. California Law Governs. All terms of this Stipulation and the Exhibits
27 hereto shall be governed by and interpreted according to the laws of the State of
28 California, without giving effect to any law that would cause the laws of any jurisdiction

1 other than the State of California to be applied.

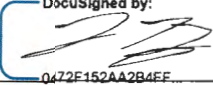
2 64. Counterparts. This Stipulation may be executed in one or more
3 counterparts by facsimile, electronic signature, or email which for purposes of this
4 Stipulation shall be accepted as an original. All executed counterparts and each of them
5 shall be deemed to be one and the same instrument. Any executed counterpart will be
6 admissible in evidence to prove the existence and contents of this Stipulation.

7 65. Jurisdiction of the Court. Following entry of the Judgment, the Court shall
8 retain jurisdiction with respect to the interpretation, implementation, and enforcement
9 of the terms of this Stipulation and all orders and judgments entered in connection
10 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the
11 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
12 Settlement embodied in this Stipulation and all orders and judgments entered in
13 connection therewith.

14 66. Invalidity of Any Provision. Before declaring any term or provision of this
15 Stipulation invalid, the Parties request that the Court first attempt to construe the terms
16 or provisions valid to the fullest extent possible consistent with applicable precedents
17 so as to define all provisions of this Stipulation as valid and enforceable.

18 67. Binding Nature of Notice of Class Action Settlement. It is agreed that
19 because the Class Members are so numerous, it is impossible or impractical to have
20 each Class Member execute the Stipulation. The Class Notice shall advise all Class
21 Members of the binding nature of the Settlement, and the release of Released Claims,
22 and shall have the same force and effect as if this Stipulation were executed by each
23 Settlement Class Member.

1 **FOR PLAINTIFF JOSE DIAZ**

2 
3 DocuSigned by:
0472F152AA2B4EF
4 **JOSE DIAZ**

Dated: 11/6/2021, 2021

6 **FOR DEFENDANT SOLAR TURBINES INCORPORATED**

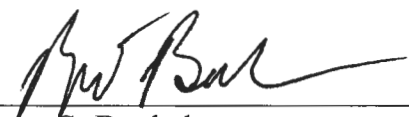
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8 **Signature**

Dated: November 1, 2021

11 **Aditi Salvi, Global Vice President, Human Resources**

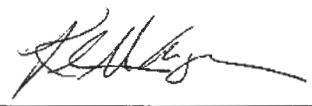
13 **APPROVED AS TO FORM:**

14 **COUNSEL FOR PLAINTIFF**

15 
16 **Brent S. Buchsbaum**
17 **Law Offices of Buchsbaum & Haag, LLP**
18 **Attorneys For Plaintiff**

Dated: 11/6, 2021

20 **COUNSEL FOR DEFENDANT**

21 
22 **REBECCA ARAGON**
23 **Littler Mendelson, P.C.**
24 **Attorneys for Defendant**

Dated: November 1, 2021

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