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13 *(Additional Counsel on Signature Page)*

14
 15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 16 FOR THE COUNTY OF ORANGE

17 MEYBELL PEREZ, on behalf of herself and all
 18 others similarly situated,

19 Plaintiff,

20 vs.

21 BLOWER-DEMPSAY CORPORATION, a
 California corporation, LYNEER STAFFING
 22 SOLUTIONS, LLC, a Delaware limited
 liability company and DOES 1 through 50,
 23 inclusive,

24 Defendant.

Case No. 30-2020-01140589CU-OE-CXC

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE: HON. PETER WILSON
 DEPT.: CX101

**AMENDED SETTLEMENT AGREEMENT
 AND STIPULATION TO RESOLVE CLASS
 ACTION AND PAGA CLAIMS**

Date Action Filed: May 26, 2020
 Trial Date: Not Set

1 This *Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims* is
2 entered into to resolve the action entitled *Meybell Perez, et al. v. Blower-Dempsay Corporation,*
3 *et al.*, Orange County Superior Court Case No. 30-2020-01140589-CU-OE-CXC.

4 DEFINITIONS

5 1. Action. “Action” means *Meybell Perez, et al. v. Blower-Dempsay Corporation, et*
6 *al.*, Orange County Superior Court Case No. 30-2020-01140589-CU-OE-CXC.

7 2. Agreement or Settlement. “Agreement” or “Settlement” means this Settlement
8 Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties
9 to resolve the Action.

10 3. Aggrieved Employees. “Aggrieved Employees” means Class Members who
11 worked during the PAGA Period (as defined in Paragraph 22).

12 4. Attorneys’ Fees and Costs. “Attorneys’ Fees and Costs” means the amount
13 authorized by the Court for an award of attorneys’ fees to Class Counsel for litigation and
14 resolution of the matter, in the amount that does not exceed \$246,666.42 (33.3333%) of the Gross
15 Settlement Amount), and reimbursement of costs incurred by Class Counsel in connection with
16 this Action, in an amount to not to exceed \$18,000.00.

17 5. Class Counsel. “Class Counsel” means James Hawkins APLC.

18 6. Class or Class Members. “Class” or “Class Members” means all current and former
19 non-exempt employees who (1) were employed by either Blower-Dempsay Corporation or Lyneer
20 Staffing Solutions, LLC; and (2) worked in the Pacific Western Container division (“PWC”) of
21 Blower-Dempsay Corporation during the Class Period.

22 7. Class Notice. “Class Notice” means the Notice of Class Action Settlement,
23 attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.
24 The Class Notice will be translated into Spanish by the Settlement Administrator and mailed to
25 Class Members in both English and Spanish.

26 8. Class Period. “Class Period” means the period from May 26, 2016 to the earlier of
27 (a) the date the Court enters the Order preliminarily approving the Settlement; or (b) February 28,
28 2023.

9. Court. "Court" means the Orange County Superior Court.

10. Defendants. "Defendants" means Blower-Dempsay Corporation and Lyneer Staffing Solutions, LLC.

11. Effective Date. The "Effective Date" of this Agreement will be the later of (i) if no objection to the Settlement is made by a Class Member or motion to vacate the settlement, then the date that the Court enters the Final Judgment; (ii) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed but an objection to the Settlement is made by a Class Member; (iii) the 61st day after notice of entry of an order denying a motion to vacate the judgment; or (iv) if an appeal, review, or writ is timely sought from the Final Order and Judgment, the day after the Final Order and Final Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review.

12. Enhancement Award. "Enhancement Award" means the amount the Court authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecution of the Action up to \$5,000.00.

13. Final Hearing Date. "Final Hearing Date" means the date set by the Court for the hearing on final approval of the Settlement.

14. Final Order and Judgment. "Final Order and Judgment" means the proposed order granting final approval of the Settlement and entering judgment, which Plaintiff will submit to the Court with the motion for final approval of the Settlement.

15. Gross Settlement Amount. "Gross Settlement Amount" means the total settlement payment Defendants agreed to make under this Agreement. The Gross Settlement Amount is \$740,000.00.

16. Individual Settlement Payment. "Individual Settlement Payment" means the individual settlement payment allocated to each Participating Class Member based on the Participating Class Member's *pro rata* share of the Net Settlement Amount.

17. Named Plaintiff. "Named Plaintiff" means Meybell Perez.

18. Notice Period. “Notice Period” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 calendar days thereafter.

19. Net Settlement Amount. “Net Settlement Amount” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Payment, and Settlement Administration Costs.

20. PAGA Claims. “PAGA Claims” means those claims brought pursuant to the California Private Attorneys General Act (PAGA) that were, or reasonably could have been, alleged in the operative Complaint in the Action or in the letter sent by Class Counsel to the Labor and Workforce Development Agency (“LWDA”) on or about April 22, 2020 (the “PAGA Letter”), asserting that Defendants violated various provisions of the Labor Code.

21. PAGA Payment. “PAGA Payment” means the amount of \$25,000.00, which represents the portion of the Settlement allocated to the settlement of the PAGA Claims. The PAGA Payment is paid from the Gross Settlement Amount, and will be allocated as set forth in Paragraph 43.d.

22. PAGA Period. “PAGA Period” means the period from April 6, 2019 to the date the Court enters the Order preliminarily approving the Settlement.

23. Parties. “Parties” means the Defendants and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees (defined in Paragraph 3). Each of the Parties may be referred to in the singular as a “Party.”

24. Participating Class Member. “Participating Class Member” means each Class Member who has not timely opted out of the Settlement pursuant to Paragraph 48 of the Agreement; “Settlement Class” means a class of all Participating Class Members.

25. Preliminary Approval Order. “Preliminary Approval Order” means an order from the Court preliminarily approving this Settlement.

26. Released Parties. “Released Parties” means and includes Blower-Dempsey Corporation, Lyneer Staffing Solutions, LLC, and their respective past, present, and future predecessors, successors, assigns, shareholders, members, owners, officers, directors, investors,

1 employees, managers, managing agents, partners, affiliated companies or entities, parents, holding
2 companies, divisions, agents, attorneys, insurers, and representatives.

3 27. Settled Claims. “Settled Claims” means any and all claims, known or unknown,
4 contingent or accrued, against Defendants and the other Released Parties that (a) arise from the
5 facts, matters, transactions or occurrences alleged in the operative Complaint in the Action or that
6 reasonably could have been alleged in the Action based on such facts; or (b) arise from the facts,
7 matters, transactions or occurrences alleged, or that reasonably could have been alleged, in the
8 PAGA Letter. Without limiting the generality of the foregoing, the Settled Claims include claims
9 for failure to pay the minimum wage, failure to pay regular wages, failure to pay overtime
10 compensation and other premium wages, off-the-clock work, failure to provide and maintain
11 complete and accurate itemized wage statements that included all information required by the
12 California Labor Code; failure to provide meal periods and rest breaks or additional pay in lieu
13 thereof; failure to reimburse business expenses; untimely payment of wages during and at the time
14 of termination; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3,
15 226.7, 510, 511, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, the
16 applicable California Wage Order, and all related or corresponding federal laws, including the Fair
17 Labor Standards Act; and violation of California Business and Professions Code Section 17200 et
18 seq.

19 28. Settlement Administration Costs. “Settlement Administration Costs” means the
20 costs of settlement administration, including costs of notice to Class Members, distributing
21 settlement payments, and any other fees and costs incurred or charged by the Settlement
22 Administrator in connection with the execution of its duties under this Settlement.

23 29. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc. or
24 such other third-party administrator approved by the Court.

25 30. Settlement Hearing. “Settlement Hearing” means the hearing on the Final Hearing
26 Date at which the Court will determine whether to fully and finally approve the fairness and
27 reasonableness of this Agreement.
28

32. On or about May 26, 2020, the Named Plaintiff filed the Action against Defendants on behalf of a class of similarly situated current and former hourly-paid, non-exempt employees. The Complaint alleges that Defendants violated various wage-and-hour laws, including: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to reimburse employee expenses; (5) failure to timely pay wages; (6) knowing and intentional failure to comply with itemized wage statement provisions; and (7) violation of the Unfair Competition Law. On June 30, 2020, the Named Plaintiff filed a First Amended Complaint, adding a claim under PAGA.

33. Defendants deny that they engaged in any misconduct in connection with the wage- and-hour practices associated with the Class Members or Aggrieved Employees. Defendants also deny that they have any liability of any kind associated with the claims alleged in the Action. Defendants contend that they have complied with both federal and state wage-and-hour laws, and all other laws regulating their relationship with the Class Members, including the Named Plaintiff.

34. On September 14, 2021, the Parties participated in mediation with Gig Kyriacou, Esq. (the “Mediator”), a respected mediator of complex wage-and-hour actions. Although the action did not settle at the mediation, with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.

35. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own investigation and evaluation, Class Counsel believes that the Settlement documented by this

1 Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light
2 of all known facts and circumstances, including the risk of significant delay and defenses asserted
3 to the merits of the Action. While Defendants deny any liability in the Action, Defendants have
4 agreed to enter into this Settlement to avoid the costs associated with defending the Action.

5 **TERMS AND CONDITIONS**

6 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
7 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency
8 of the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf
9 of the Class Members, and Defendants agree that the Action shall be and is finally and fully
10 compromised and settled on the following terms and conditions:

11 36. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued
13 litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit,
14 and specifically deny, that they have violated any federal, state, or local law; violated any
15 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
16 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
17 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
18 the Class. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
19 connected with it, shall be construed as an admission or concession by Defendants or any of the
20 other Released Parties of any such violations or failures to comply with any applicable law. Except
21 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
22 and provisions shall not be offered or received as evidence in any action or proceeding to establish
23 any liability or admission on the part of Defendants or to establish the existence of any condition
24 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

25 37. **Conditional Nature Of Settlement.** For settlement purposes *only*, the Parties agree
26 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure
27 Section 382, and (b) the Action may proceed as a PAGA representative action.

28 a. The Parties intend their settlement to be contingent upon the preliminary

1 and final approval of each and every term of this Agreement, without material modification. The
2 Parties and their respective counsel shall use their respective best efforts to obtain Court approval
3 and implement this Agreement in accordance with its terms. If the Court does not so approve this
4 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
5 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
6 unenforceable, in which event the settlement terms set forth in this Agreement, including any
7 modifications made with the consent of the Parties, and any action taken or to be taken in
8 connection with this Agreement shall be terminated and shall become null and void and have no
9 further force or effect, and the class certified for settlement purposes pursuant to this Agreement
10 will be decertified for all purposes.

11 b. In the event the Court does not grant preliminary or final approval of the
12 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
13 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
14 court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of
15 the Named Plaintiff, Class Members and Defendants, each of whom shall be restored to their
16 respective positions existing prior to the execution of this Agreement, and evidence relating to the
17 Agreement and all negotiations shall not be discoverable or admissible in the Action or any other
18 litigation. Defendants do not waive, and instead expressly reserve, their respective rights to
19 challenge the propriety of class certification for any purpose should the Court not grant preliminary
20 or final approval of the Parties' settlement.

21 c. The Parties and their respective counsel shall use their respective best
22 efforts to obtain Court approval and implement this Agreement in accordance with its terms. If
23 the Court grants the Preliminary Approval Order, but does not grant final approval of the
24 Settlement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
25 unable to agree upon a resolution, then the Preliminary Approval Order will be vacated in its
26 entirety. In addition, if the Court does not grant final approval of the Settlement, neither this
27 Agreement, the Preliminary Approval Order, nor any other document in any way relating to the
28 foregoing, shall be relied upon, referred to, or used in any way for class certification proceedings

1 or representative action proceedings in the Action or any other action. Defendants do not waive,
2 and instead expressly reserves, its rights to challenge the propriety of class certification for any
3 purpose should the Court not grant final approval of the Settlement.

4 38. Final Order and Judgment. The Named Plaintiff will request that the Court enter,
5 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment.
6 Named Plaintiff will request that the Final Order and Judgment certify the Settlement Class; find
7 that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the
8 Class and the Aggrieved Employees, list the employees (if any) who opted-out of the settlement,
9 order that Participating Class Members and Aggrieved Employees release the Released Parties
10 from the Settled Claims arising during the Class Period and require the Parties to carry out the
11 provisions of this Agreement. The Final Order and Judgment also will order that the and the State
12 of California has released the PAGA Claims that arose during the PAGA Period.

13 39. Participating Class Member Release Of Claims. Upon the funding of the Gross
14 Settlement Amount, the Named Plaintiff and all Participating Class Member shall be deemed to
15 have fully, finally, and forever released, settled, compromised, relinquished and discharged any
16 and all of the Released Parties from the Settled Claims that arose during the Class Period. This
17 release by the Named Plaintiff and each Participating Class Member is intended to settle any and
18 all of the Settled Claims that any of them may have against the Released Parties, or any of them,
19 during the Class Period. Thus, by operation of the Final Judgment, the Named Plaintiff any all
20 Participating Class Members shall have fully, finally, and forever settled and released any and all
21 Settled Claims that now exist, or have existed upon any theory of law or equity now existing or
22 coming into existence in the future. Because it is impossible or impracticable to have each Class
23 Member execute this Agreement, the Class Notice will advise all Class Members of the binding
24 nature of the release and such notice will have the same force and effect as if the Agreement were
25 executed by each Class Member.

26 40. Aggrieved Employees Release of PAGA Claim: In exchange for the PAGA
27 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
28 California and all Aggrieved Employees, and on behalf of their current, former, and future heirs,

1 executors, administrators, attorneys, agents, and assigns will forever completely release and
2 discharge the Released Parties from the PAGA Claims that arose during the PAGA Period. The
3 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
4 and Judgment to have agreed not to sue or otherwise make a claim against any of the Released
5 Parties for the PAGA Claims that arose during the PAGA Period.

6 41. No Prior Assignments: The Named Plaintiff and Class Counsel represent and
7 warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to
8 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
9 action, cause of action, or rights released and discharged by this Agreement, except as set forth in
10 this Agreement.

11 42. Settlement Payments And Calculation Of Claims. Subject to final Court approval
12 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
13 promises set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount of
14 \$740,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made
15 to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Award
16 to the Named Plaintiff, the PAGA Payment, settlement administration fees and costs. The Gross
17 Settlement Amount shall not include Defendants' share of taxes on the wages portion of Individual
18 Settlement Payments, which will be paid by Defendants separately and in addition to the Gross
19 Settlement Amount. For the avoidance of doubt, subject to the conditions below, Defendants will
20 not be required to pay any amount over \$740,000 for this Settlement except employer sided payroll
21 taxes.

22 43. The Parties agree, subject to Court approval, that the Gross Settlement Amount
23 shall be apportioned as follows:

24 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
25 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than 33.3333%
26 of the Gross Settlement Amount, which equals \$246,666.42. Class Counsel will also apply to the
27 Court for an award of Costs incurred by Class Counsel not to exceed the amount of \$18,000 These
28 fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel

1 will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this
2 Section 43.a. Except as provided in this Section 43.a, each party will bear his, her, or its own
3 attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the
4 Action. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount
5 requested, any amount not awarded will be part of the distribution to the Participating Class
6 Members and shall not be a reason to invalidate/terminate this Agreement.

7 b. Settlement Administrator Costs: At the final approval hearing, Class
8 Counsel will apply to the Court for approval of Settlement Administration costs not to exceed the
9 amount of \$15,000.00. These costs are included in, and shall come from, the Gross Settlement
10 Amount.

11 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
12 Counsel will apply to the Court for an award of up to \$5,000.00 to be paid to the Named Plaintiff
13 as an Enhancement Award for her services and for assuming the risks associated with this
14 litigation. The Enhancement Award is included in, and shall come from, the Gross Settlement
15 Amount. Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved
16 by the Court pursuant to this Section. The Enhancement Award payable to the Named Plaintiff
17 shall be in addition to any payment she may receive pursuant to Section 43.e, below. If the Court
18 awards less than the amount requested, any amount not awarded will be part of the distribution to
19 the Participating Class Members and shall not be a reason to invalidate/terminate this Agreement.

20 d. PAGA Payment: At the final approval hearing, Class Counsel will apply to
21 the Court for approval of the PAGA Payment of \$25,000.00 for claims for civil penalties asserted
22 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
23 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$18,750.00) will be
24 paid to the LWDA as the "LWDA Payment," and the remaining 25% (\$6,250.00) of civil penalties
25 will be allocated to the Aggrieved Employees. The amount allocated to the Aggrieved Employees
26 will be paid using the same formula as set forth in Section 43.e, but will be limited to Workweeks
27 worked during the PAGA Period. Any Class Members who worked during the PAGA Period and
28 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this

Section 43.d and, therefore, will (i) receive their portion of the PAGA Payment; and (ii) release all PAGA Claims against the Released Parties.

e. Class Member Payments: After deducting the approved amounts specified in Sections 43.a-43.d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Individual Settlement Payments will be calculated from the Net Settlement Amount based on the respective number of Workweeks worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up. Each Participating Class Member's share of the Net Settlement Amount will be calculated by dividing the Participating Class Member's Workweeks by the total number of Workweeks worked by all Class Members during the Class Period and multiplying this figure by the Net Settlement Amount. The Class Notice will include the number of Workweeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

Example: Class Member A worked for 50 Workweeks during the Class Period. All Class Members who worked during the Class Period worked a total of 25,000 Workweeks. Class Member A's Individual Settlement Payment would be calculated as follows:

- 50 workweeks worked by Class Member A ÷ 25,000 workweeks for all Class Members = 0.20%.
- Class Member A would be entitled to an Individual Settlement Payment in the amount of \$860.67 (0.20% x \$430,333.58).

If Class Member is also an Aggrieved Employee, Class Member also will receive a *pro rata* share of the PAGA Payment, as set forth in Section 43.d.

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Individual Settlement Payments will be distributed only to Participating

1 Class Members. PAGA Payments will be distributed to all Aggrieved Employees. The Individual
2 Settlement Payments allocated to Class Members who opt out of the Settlement will be distributed
3 to Participating Class Members on a *pro rata* basis based on the formula set forth in Section 43.e.

4 h. The Parties agree that, under no circumstances shall Defendants be
5 obligated to pay any amount under this Agreement to any Class Member other than Participating
6 Class Members, with the exception of the PAGA Payments.

7 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
8 Participating Class Members under this Agreement and the PAGA Payments made to Aggrieved
9 Employees will not be utilized to calculate any additional benefits under any benefit plans to which
10 any Participating Class Member or Aggrieved Employees may be eligible including, but not
11 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
12 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
13 Agreement will not affect any rights, contributions, or amounts to which any Participating Class
14 Member or Aggrieved Employee may be entitled under any benefit plans.

15 45. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
16 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
17 applicable state and federal tax withholdings, including all payroll taxes, have been deducted.

18 a. The Individual Settlement Payment shall be reported as follows: (i) 40% of
19 the amount distributed to each Participating Class Member will be considered wages, and will be
20 reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount
21 distributed to each Participating Class Member will be considered interest on the unpaid wages,
22 and will be reported as such to each Participating Class Member on an IRS Form 1099; and
23 (iii) 20% of the amount distributed to each Participating Class Member will be considered statutory
24 penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099.
25 The PAGA Payments will be considered penalties and will be reported on an IRS Form 1099.

26 b. Prior to mailing Individual Settlement Payments to Participating Class
27 Members, the Settlement Administrator will calculate, withhold from the Individual Settlement
28 Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by

1 Participating Class Members for required withholdings and taxes, including all payroll taxes. The
2 Settlement Administrator will issue appropriate tax forms to each Participating Class Member
3 consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff and
4 Participating Class Members who receive an Individual Settlement Payment pursuant to this
5 Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

6 c. The Parties stipulate that the Settlement Fund (as defined at Section 50) will
7 qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
8 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
9 regulations. Furthermore, the Settlement Administrator is designated as the “Administrator” of
10 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
11 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
12 expenses arising from any income tax return or other reporting document that may be required by
13 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement
14 Fund.

15 d. All Parties represent and acknowledge that nothing in this Agreement
16 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law.
17 Participating Class Members will assume any such tax obligations or consequences that may arise
18 from this Agreement and Class Members shall not seek any indemnification from the Parties or
19 any of the Released Parties, nor from Counsel for any of the Parties, in this regard. In the event
20 that any taxing body determines that additional taxes are due from any Class Member, such Class
21 Member assumes all responsibility for the payment of such taxes.

22 46. Notice Procedure. Within 10 business days after entry of the Preliminary Approval
23 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
24 identifies each Class Member by name, Social Security Number, and last-known address; specifies
25 the employment dates of each Class Member in a non-exempt position during the Class Period;
26 and provides the number of Workweeks worked by each Class Member during the Class Period
27 and the PAGA Period and the amount payable to each Class Member (the “Class List”).
28 Defendants will provide the Class List in an Excel file or other format reasonably acceptable to

1 the Settlement Administrator. The Settlement Administrator will keep the list confidential and use
2 it only for the purposes described in this Agreement.

3 a. Defendants will provide to Class Counsel a copy of the Class List (without
4 names, contact information, or social security numbers) to verify Defendants' calculation of
5 Workweeks worked and amounts payable to Class Members. Class Counsel will review the same
6 to determine if the calculation of payments to Class Members and Aggrieved Employees is
7 consistent with this Settlement Agreement. Class Counsel will notify Defendants' counsel and the
8 Settlement Administrator within seven calendar days if any of the calculations are incorrect.

9 b. Upon receipt of the Class List, the Settlement Administrator will check
10 Defendants' calculations of amounts payable to Class Members and Aggrieved Employees to
11 confirm the accuracy of Defendants' calculations.

12 c. Upon receipt of the Class List, the Settlement Administrator shall perform
13 a search based upon the National Change of Address Database to update and correct any known
14 or identifiable address changes. The Settlement Administrator shall exercise its best judgment to
15 determine the current mailing address for each Class Member. Within 15 calendar days after
16 receipt of the Class List from Defendants, the Settlement Administrator will send the Class Notice,
17 in English and in Spanish, to each Class Member via First Class U.S. Mail. Receipt of the Class
18 Notice shall be presumed as to each and every Class Member whose Class Notice is not returned
19 to the Settlement Administrator as undeliverable within 15 calendar days after mailing.

20 d. The Settlement Administrator will re-mail any notice packet returned by the
21 United States Postal Service with a forwarding address on or before the expiration of the Notice
22 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
23 is not returned to the Settlement Administrator as undeliverable within 15 calendar days after re-
24 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall
25 have their Notice Period extended 15 calendar days.

26 e. The Settlement Administrator will use the appropriate skip tracing and
27 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
28 Class Members, and to re-mail the notice packets returned by the Postal Service without a

1 forwarding address upon locating new or alternate addresses after a reasonable search.

2 f. Class Counsel will provide to the Court, in connection with seeking final
3 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
4 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
5 additional information Class Counsel deems appropriate to provide to the Court.

6 47. Dispute Procedure. The Class Notice will include a procedure by which a Class
7 Member may dispute the number of Workweeks allocated to the Class Member by submitting a
8 written dispute sent by U.S. Mail, e-mail, or facsimile to the Settlement Administrator no later than
9 the expiration of the Notice Period (“Workweek Dispute”). To be valid, a Workweek Dispute
10 must contain the following: (i) the Class Member’s full name, current address, and signature;
11 (ii) the Action name and case number; (iii) the number of Workweeks the Class Member maintains
12 is correct; and (iv) documentary evidence sufficient to prove that Defendants’ calculation of the
13 Workweeks for the Class Member is incorrect. Upon receipt of notice of a Workweek Dispute,
14 the Settlement Administrator shall promptly serve Class Counsel and Defendants’ counsel with a
15 copy of the Workweek Dispute and any accompanying papers. No Workweek Dispute shall be
16 effective or considered for any purpose unless it is (a) submitted by U.S. Mail, e-mail, or facsimile
17 to and received by the Settlement Administrator as provided above; and (b) submitted on or before
18 the end of the Notice Period, except for the 15-day extension of a Class Member’s Notice Period
19 due to a re-mailed Class Notice, as set forth in Section 46.d, above. Defendants shall have the
20 right to respond to the Workweek Dispute by any Class Member. All information and documents
21 relating to any such disputes will be provided to Class Counsel, who shall be allowed to participate
22 in the resolution of the Workweek Dispute. The Settlement Administrator will resolve the
23 Workweek Dispute and make a final and binding determination without hearing or right of appeal.
24 The Settlement Administrator’s determination will be subject to review by the Court at the time of
25 the Final Approval Hearing. If requested by the Court, Class Counsel shall be responsible for
26 filing the Notices of Dispute, including the accompanying documentation, with the Court in
27 advance of the Final Approval Hearing.

28 a. Within 10 calendar days after the close of the Notice Period, the Settlement

1 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
2 of all Individual Settlement Payments and PAGA Payments to be made to Participating Class
3 Members and Aggrieved Employees. The report to Class Counsel will not include the names or
4 contact information of Participating Class Members and Aggrieved Employees. After receiving
5 the Settlement Administrator's report, Class Counsel and Defendants' counsel shall review the
6 same to determine if the calculation of payments to Participating Class Members and Aggrieved
7 Employees is consistent with this Settlement Agreement.

8 48. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, the Class
9 Member will be bound by the terms and conditions of this Agreement, including the release
10 provisions. A Class Member will not be entitled to opt out of the Settlement unless the Class
11 Member timely signs the Opt-Out Form attached as **Exhibit B** to this Agreement and returns the
12 form by mail, e-mail, or facsimile so that it is postmarked or sent by e-mail or facsimile on or
13 before the expiration of the Notice Period.

14 a. Upon receipt of any Opt-Out Form within the Notice Period, the Settlement
15 Administrator will review the request to verify the information contained in the Opt-Out Form,
16 and to confirm that the request complies with the requirements of this Agreement.

17 b. Any Class Member who fails to submit a timely, complete and valid Opt-
18 Out Form will be barred from opting out of the Settlement, unless otherwise ordered by the Court.
19 The Settlement Administrator will not consider any opt-out request submitted after the expiration
20 of the Notice Period, but will report receipt of any such requests to Class Counsel and counsel for
21 Defendants. If an Opt-Out Form is not submitted on or before the end of the Notice Period, the
22 request will not be timely. A declaration submitted by any Class Member attesting to having
23 submitted an Opt-Out Form by mail, e-mail, or facsimile on or before the expiration of the Notice
24 Period will not be sufficient to overcome the presumption that the Opt-Out Form was not
25 postmarked or otherwise submitted on or before the expiration of the Notice Period. Under no
26 circumstances shall the Settlement Administrator have the authority to extend the deadline for
27 Class Members to file a request to opt out of the Settlement without Defendants' written consent
28 or an Order from the Court, except for the 15-day extension of a Class Member's Notice Period

1 due to a re-mailed Class Notice, as set forth in Section 46.d, above.

2 c. At the close of the opt-out period, the Settlement Administrator shall report
3 the names of all individuals who opted-out of the Agreement to the parties and include this
4 information in a Declaration regarding the distribution of the notice that will be provided in support
5 of Plaintiff's Motion for Final Approval.

6 d. If 5% or more of the Class Members timely opt out of the settlement, either
7 Defendant will have the sole and absolute discretion to withdraw from this Agreement within 10
8 business days after Defendants receive notice of the number of opt outs. To withdraw from the
9 Settlement, the withdrawing Defendant will provide written notice to Class Counsel that it intends
10 to withdraw from this Agreement. In the event that either Defendant elects to so withdraw, the
11 withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a
12 condition of settlement, and the Agreement shall become null and void and have no further force
13 or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If
14 either Defendant chooses to terminate this Settlement Agreement under this provision, it shall be
15 responsible to pay the Settlement Administration Costs.

16 49. Objections To Settlement. Any Class Member may object to the Settlement. Any
17 written objection must be sent to the Settlement Administrator by U.S. Mail, e-mail, or facsimile
18 on or before the expiration of the Notice Period, except for the 15-day extension of a Class
19 Member's Notice Period due to a re-mailed Class Notice, as set forth in Section 46.d, above. The
20 Settlement Administrator shall promptly provide a copy to Class Counsel and counsel for
21 Defendants. Class Counsel will ensure that any written objections get filed with the Court
22 concurrently with the final approval documents. Class Members who have not objected in writing
23 may still appear and be heard at the final fairness.

24 a. Written objections to the Settlement must contain at least the following:
25 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
26 the Action; and (iii) a statement of the specific reasons why the objector believes the Settlement is
27 unfair or objects to the Settlement. Participating Class Members also may use the Objection Form
28 attached as **Exhibit C** to this Agreement. All objections shall be signed by the objecting Class

1 Member or the Class Member's legally authorized representative.

2 b. Class Counsel or Defendants' counsel may, before the final approval
3 hearing, file responses to any written objections submitted to the Court.

4 c. Unless they opt out of the Settlement as specified in Section 48, Class
5 Members who object to the proposed settlement or the Agreement will remain Participating Class
6 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
7 remedy against Defendants and the other Released Parties. To the extent any Participating Class
8 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
9 or in part, such individuals will be bound by the Court's Final Approval Order.

10 d. In the event that any person objects to or opposes this proposed settlement
11 or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
12 Counsel will use their best efforts to defend the Settlement.

13 e. In the event that a Class Member timely submits both an objection and an
14 opt-out request, the objection will be rejected and the opt-out accepted, as a class member who
15 opts-out of the Agreement is not a class member and no longer has grounds to object to the
16 settlement.

17 50. Funding And Distribution Of Settlement. Within 14 calendar days of the close of
18 the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel
19 and Defendants' counsel of the number of Participating Class Members, the identity of those
20 individuals who opted-out of the Settlement, the total amount payable to all Participating Class
21 Members, the PAGA Payment, Attorneys' Fees and Costs, the Enhancement Award, and the costs
22 of settlement administration. Within five business days after the Effective Date, Defendants shall
23 remit to the Settlement Administrator the Gross Settlement Amount of \$740,000.00 (the
24 "Settlement Fund"). The delivery by Defendants of the Settlement Fund to the Settlement
25 Administrator will constitute the full and complete discharge of the entire obligation of Defendants
26 under this Agreement. No Released Party will have any further obligation or liability to the Named
27 Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel under this
28 Agreement, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved

1 Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in
2 this Agreement.

3 a. The distribution of Individual Settlement Payments to Participating Class
4 Members and PAGA Payments to Aggrieved Employees will occur no later than 15 business days
5 after receipt of the Settlement Fund from Defendants (“Settlement Proceeds Distribution
6 Deadline”). The Settlement Administrator shall be deemed to have timely distributed Individual
7 Settlement Payments and PAGA Payments if it places in the mail Individual Settlement Payments
8 for all Participating Class Members and PAGA Payments for all Aggrieved Employees by the
9 Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement
10 Administrator, Defendants, Class Counsel, Defendants’ counsel, or any other agent designated by
11 the Named Plaintiff or Class Counsel based upon the distribution of Individual Settlement
12 Payments and PAGA Payments made substantially in accordance with this Agreement or further
13 orders of the Court.

14 b. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, and the
15 Enhancement Award shall occur no later than 15 business days after the Settlement Administrator
16 receives the Settlement Fund from Defendants.

17 c. If a Participating Class Member’s or Aggrieved Employee’s check is
18 returned to the Settlement Administrator, the Settlement Administrator will make reasonable
19 efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct
20 address. It is expressly understood and agreed that the checks for the Individual Settlement
21 Payments and PAGA Payments will become void and no longer available if not cashed within 180
22 days after mailing. The funds from uncashed and voided checks will be transferred to the State of
23 California’s Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved
24 Employee.

25 d. Defendants will not be obligated to make any payments contemplated by
26 this Agreement unless and until the Court enters the Final Order and Judgment, and after the
27 Effective Date of the Agreement.

28 51. Binding Effect Of Agreement On Class Members. Subject to final Court approval

1 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
2 Participating Class Members will be bound by this Agreement.

3 52. Binding Effect Of Agreement On Aggrieved Employees and State of California.

4 The Aggrieved Employees and the State of California are deemed by operation of the Final Order
5 and Judgment to have agreed not to sue or otherwise make a claim against any of the Released
6 Parties for civil penalties under Labor Code § 558 and Labor Code §§ 2698 *et seq.* for the Settled
7 Claims that arose during the PAGA Period.

8 53. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the
9 Action requesting that the Court enter the Preliminary Approval Order within 30 days of the
10 complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for
11 preliminary approval of the settlement so long as the motion and supporting papers are consistent
12 with the terms of this Agreement. Class Counsel will provide Defendants' counsel with a
13 reasonable opportunity to review, and provide comments to, the motion for preliminary approval
14 of the settlement before the motion and supporting papers are filed with the Court.
15 Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval
16 motion, advise the Court if Defendants disagree with any of the factual statements included by the
17 Named Plaintiff in the motion and supporting papers. Defendants' counsel will meet and confer
18 with Class Counsel regarding any disputed factual statements before notifying the Court of any
19 disputes.

20 54. Non-Interference With Claims Procedure. The Parties and their counsel agree that
21 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
22 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

23 55. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason
24 the settlement set forth in this Agreement does not become final, the settlement will be null and
25 void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be
26 vacated, and the Parties will be returned to the status quo prior to entering this Agreement with
27 respect to the Action, as if the Parties had never entered into this Agreement, and the class certified
28 pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the

1 Agreement and all negotiations, court orders and proceedings relating to this Agreement shall be
2 without prejudice to the rights of any and all parties to this Agreement, and evidence relating to
3 the Agreement and all negotiations shall not be admissible or discoverable in the Action or
4 otherwise.

5 56. No Double Recovery. No person who has already released, assigned, or otherwise
6 forfeited the claims asserted in the Action will be considered a Class Member or entitled to recover
7 under this Agreement.

8 57. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
9 discuss, answer questions about, promote, or publicize the filing of the Action, the Parties'
10 settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone
11 other than the Court or those individuals necessary to effectuate the terms of the Agreement. The
12 prohibition set forth in this Section 57 includes, but is not limited to: (i) publication by Named
13 Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter
14 account, Facebook, other social media, or blog, or business website) of the amount or terms of the
15 settlement, with or without identifying information; and (ii) the submission of information to
16 Verdicts & Settlements or any other publication that summarizes the results of jury verdicts and
17 settlements.

18 a. Notwithstanding the foregoing, Class Counsel may respond to questions
19 received from, and discuss any aspect of this Agreement with the Class Members or their legal
20 representatives, the Settlement Administrator, the Court, and representatives of the California
21 Labor and Workforce Development Agency.

22 b. Notwithstanding the foregoing nothing in this section shall prohibit the filing
23 of information relating to the Settlement in public court documents or from being posted online
24 through the filing of the settlement and approval documents with the California Labor and
25 Workforce Development Agency or the online posting of documents relating to the Action by the
26 Settlement Administrator including the Judgment entered by the Court.

27 c. The Named Plaintiff and Class Counsel agree that all data and information
28 informally produced by Defendants in connection with this Action will be maintained in

confidence, and will be returned or destroyed within 15 calendar days after the Effective Date.

58. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Sections 1 through 57 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendants would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer before exercising such right.

59. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by Class Counsel and Defendants' counsel, and subject to Court approval. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

60. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The execution of such documents must take place prior to the Final Hearing Date. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

61. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Isandra Fernandez, Esq.
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: 949-387-7200
Facsimile: 949-387-6676

COUNSEL FOR BLOWER-DEMPSAY CORPORATION

Brian C. Sinclair, Esq.
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

COUNSEL FOR LYNEER

Stacey M. Cooper, Esq.
STACEY COOPER LAW P.C.
888 Prospect Street, Suite 200
La Jolla, California 92037
Telephone: (619) 673-5022

62. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

63. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action and the Settled Claims against the Released Parties. The Parties explicitly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

64. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the

1 Agreement (including facsimile and e-mail copies of the signature pages, including electronic
2 signatures), shall have the same force and effect and shall be as legally binding and enforceable as
3 the original.

4 65. Captions. The captions, section numbers, and paragraph numbers, in this
5 Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or
6 describe the scope or intent of the provisions of this Agreement.

7 66. Governing Law. This Agreement shall be interpreted, construed, enforced, and
8 administered in accordance with the laws of the State of California, without regard to conflict of
9 law rules.

10 67. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
11 of the Final Order and Judgment, the Court shall retain jurisdiction pursuant to Code of Civil
12 Procedure § 664.6 for purposes of interpreting and enforcing the terms of this Agreement.

13 68. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
14 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
15 against one Party than another merely by virtue of the fact that it may have been prepared by
16 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
17 between the Parties, all Parties have contributed to the preparation of this Agreement.

18 69. Representation and Warranties. Class Counsel and the Named Plaintiff represent
19 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
20 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
21 Agreement.

22 70. Authorization to Act. Each Party to this Agreement covenants and warrants that
23 (a) such Party has full power and authority to enter into and consummate all transactions
24 contemplated by this Agreement and have duly authorized the execution, delivery and performance
25 of this Agreement and (b) the person executing this Agreement for such Party has the full right,
26 power and authority to enter into this Agreement on behalf of such Party, and the full right, power
27 and authority to execute any and all necessary instruments in connection with the Settlement, and
28 to fully bind such Party to the terms and obligations of this Agreement.

1 71. Representation By Counsel. The Parties acknowledge that each of them has been
2 represented by their respective counsel throughout all negotiations that preceded the execution of
3 this Agreement, and that this Agreement has been executed with the consent and advice of their
4 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that
5 there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order
6 and Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
7 Aggrieved Employees, Class Counsel, the LWDA, and the Named Plaintiff as provided by this
8 Agreement.

9 72. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
10 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
11 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

12 73. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
13 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
14 Aggrieved Employee, may recover or seek to recover any amounts for fees, costs, or disbursements
15 arising from the Action or the Gross Settlement Amount from the Released Parties except as
16 expressly provided in this Agreement.

17 74. No Reliance on Representations. The Parties have made such investigations of the
18 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
19 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
20 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
21 regard to any of their rights or asserted rights, or with regard to the advisability of making and
22 executing this Agreement, or with respect to any such matters. No representations, warranties, or
23 inducements have been made to any Party concerning this Agreement.

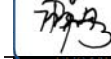
24 75. No Collateral Attack. This Agreement will not be subject to collateral attack by
25 any Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
26 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
27 for any reason to receive timely notice of the procedure for disputing the calculation of his or her
28 Individual Settlement Payment, PAGA Payment, or for opting out of the Settlement.

IT IS SO AGREED:

Dated: April 18, 2023

MEYBELL PEREZ

DocuSigned by:



Meybell Perez
Named Plaintiff

Dated: April __, 2023

BLOWER-DEMPSAY CORPORATION

By: _____

Title: _____

Dated: April __, 2023

LYNEER STAFFING SOLUTIONS, LLC

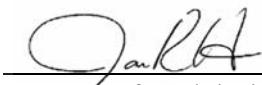
By: _____

Title: _____

APPROVED AS TO FORM AND CONTENT AND
AGREE TO BE BOUND BY PARAGRAPH 57:

Dated: April 18, 2023

JAMES HAWKINS, APLC

By:  _____
Attorney for Plaintiff

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1 APPROVED AS TO FORM AND CONTENT:

2 Dated: April ___, 2023

RUTAN & TUCKER, LLP

3
4 By: _____

Attorney for Defendant

5 BLOWER-DEMPSAY CORPORATION

6
7 Dated: April ___, 2023

STACEY COOPER LAW P.C.

8
9 By: _____

Attorney for Defendant

10 LYNEER STAFFING SOLUTIONS, LLC