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14 Claimant ABM INDUSTRY GROUPS,
15 LLC

16 [ADDITIONAL COUNSEL ON
17 FOLLOWING PAGE]

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

20 ISABEL ARTIGA, GABRIEL
21 RODRIGUEZ, and JESSICA
22 SHEEHAN, individually and on behalf
23 of all others similarly situated,

24 Plaintiff,

25 v.

26 ABM INDUSTRY GROUPS, LLC, a
27 Delaware Limited Liability Company,
28 and DOE ONE through and including
DOE TEN,

Defendants.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company

Counter-Claimant,

v.

I. ARTIGA, an individual, and ROES 1
through 10,

Counter-Defendants.

Case No. 2:19-cv-06735-GW-RAO
Hon. Judge George H. Wu

(Removed from Los Angeles Superior
Court, Case No. 19STCV19268)

**JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

Action Filed: June 4, 2019
Trial Date: None Set

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1 **TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE**
2 **COUNSEL OF RECORD:**

3
4 This Joint Stipulation (“Stipulation”) is intended to settle and resolve the
5 claims of two representative class / PAGA lawsuits: *Artiga v. ABM Industry Groups,*
6 *LLC*, United States District Court for the Central District of California, Case No.
7 2:19-cv-06725 GW-RAO (“Artiga Case”), pending in this court; and *Canas v. ABM*
8 *Industry Groups, LLC*, Los Angeles County Superior Court, Case No.
9 RIC160131514-cv-8073-GW (PLAx) (“Canas Case”), pending in the Superior
10 Court for the County of Los Angeles.

11
12 The Artiga Case has been amended to include the claims and parties of the
13 Canas Case as described in more detail below (the “Artiga Third Amended
14 Complaint”). The Artiga Third Amended Complaint is attached as **Exhibit A**, and
15 is also referred to as the “Action.” The term “PAGA” refers to the Private Attorneys
16 General Act, Cal. Lab. Code §§ 2698, *et seq.*

17
18 The Parties to this Stipulation (“Parties”) include the plaintiffs in the Artiga
19 Case (Isabel Artiga, Jessica Sheehan, and Gabriel Rodriguez), as well as the plaintiff
20 in the Canas Case (Mario Ernesto Gil Canas), and the two additional plaintiffs in the
21 Artiga Third Amended Complaint (Jaime Mendoza and Lorenza Torres), on behalf
22 of themselves and similarly situated employees (collectively, “Plaintiffs”); and
23 Defendant ABM Industry Groups, LLC (“Defendant” or “ABM”). Subject to the
24 approval of the Court, the terms and conditions of this Stipulation (the “Settlement”)
25 shall be binding on Plaintiffs, the employees they purport to represent, the State of
26 California, Defendant, and their respective counsel.

1 This Stipulation memorializes the settlement reached following the March 18,
2 2021, mediation before Ninth Circuit Mediator Roxane G. Ashe, including
3 subsequent settlement discussions with and without mediator assistance.

4
5 **THE PARTIES STIPULATE AND AGREE** as follows:

6
7 **DEFINITIONS**

8
9 1. The following terms, as used throughout this Stipulation, are defined as
10 follows:

11
12 a) Check Cashing Deadline. The term “Check Cashing Deadline”
13 shall mean one hundred eighty (180) calendar days after payment pursuant to
14 this Stipulation is issued to a Qualified Claimant.

15
16 b) Settlement Administrator. The term “Settlement Administrator”
17 shall refer to CPT Group or any other third-party class action settlement
18 administrator agreed to by the Parties and approved by the Court for the
19 purposes of administering this Settlement.

20
21 c) PAGA / Class Counsel. The term “PAGA / Class Counsel” shall
22 refer to Harris & Ruble.

23
24 d) Settlement Class Members (individually), or Class (collectively).
25 The terms “Settlement Class Members” (individually) or “Class”
26 (collectively) shall refer to the following five subclasses:
27
28

1 i. New Hire Wage Subclass, defined as all current and
2 former non-exempt California employees of ABM and its predecessors,
3 who were hired during the period 10/14/15 to the Settlement End Date.

4
5 ii. Wage Statement Subclass, defined as all current and
6 former non-exempt California employees of ABM from 10/14/18 to the
7 Settlement End Date.

8
9 iii. Former Employee Uniform Deposit Subclass, defined as
10 all California employees of ABM and its predecessors, with uniform
11 deposits on file at the time of separation, who separated between June
12 4, 2015 and May 7, 2021, the date ABM terminated its uniform deposit
13 program.

14
15 iv. Current Employee Uniform Deposit Subclass, defined as
16 all California employees of ABM, with uniform deposits on file, who
17 were active as of 5/7/21, the date ABM terminated its uniform deposit
18 program.

19
20 v. Supervisor Meal and Rest Break Subclass, defined as all
21 current and former non-exempt California employees of ABM, from
22 10/14/2015 to the Settlement End Date, whose job position included
23 the title “Manager,” “Supervisor,” “Lead,” or “Foreperson,” according
24 to ABM records.

25
26 The “Settlement Class Members” definition specifically excludes the
27 approximately 100 ABM “Event Tech” employees who are the subject of the
28

1 Romero-Abrego v. ABM Industries, Inc. litigation pending in the San Mateo
2 Superior Court, Case No. 20-CIV-04089 (filed Sept. 22, 2020).

3
4 e) Class Period. The term “Class Period” shall mean the applicable
5 time period for each Subclass as defined above.

6
7 f) PAGA / Class Representatives. The term “PAGA / Class
8 Representatives” shall mean and refer to Plaintiffs.

9
10 g) Court. The term “Court” shall refer to Hon. Judge George H.
11 Wu, of the U.S. District Court, Central District of California, Western
12 Division, before whom the Artiga Case is pending.

13
14 h) Document Receipt Deadline. The term “Document Receipt
15 Deadline” shall mean sixty (60) days after the Notices are mailed to the Class
16 and the PAGA Settlement Group by the Settlement Administrator.

17
18 i) Effective Date. The term “Effective Date” shall mean the date
19 on which the Court’s Judgment becomes final, as further detailed below.

20
21 j) Final Settlement Approval Hearing. The term “Final Settlement
22 Approval Hearing” shall mean and refer to a hearing before the Court to
23 finally approve the Settlement as fair, reasonable, and adequate, as further
24 detailed below.

25
26 k) Final Settlement Papers. The term “Final Settlement Papers”
27 shall refer to and include a Motion for Final Approval of the Settlement and
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1 [Proposed] Final Settlement Order.

2
3 l) Individual Settlement Award. The term “Individual Settlement
4 Award” shall mean a Qualified Claimant’s share of the Net Settlement
5 Amount, as further detailed below.

6
7 m) Net Settlement Amount. The term “Net Settlement Amount”
8 shall mean and refer to the balance of the Total Settlement Amount, after
9 deduction of (1) the PAGA / Class Counsel Attorneys’ Fee Award and Costs,
10 (2) settlement administration fees and costs, and (3) enhancement payments to
11 the PAGA / Class Representatives, including consideration for the general
12 release described below. The Net Settlement Amount is the maximum amount
13 that will be available for distribution to the Class, the LWDA, and the PAGA
14 Settlement Group.

15
16 n) Notice. The term “Notice” shall mean the Notice of Class
17 Action Settlement, attached hereto as **Exhibit B**. The Notice, which will be
18 provided in English and Spanish, contains a description of the Actions and the
19 terms of the settlement, how to submit timely claims, how to opt-out of the
20 settlement, and how to object to the settlement. The Notice will also include
21 a claim form, which will provide Settlement Class and PAGA Group
22 Members the opportunity to become Qualified Claimants and receive an
23 Individual Settlement Award (“Claim Form.”)

24
25 o) PAGA Settlement Group Members (individually) or PAGA
26 Group (collectively). The terms “PAGA Settlement Group Members”
27 (individually) or “PAGA Group” (collectively) are defined as all California
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1 allegedly aggrieved employees in the Action during the PAGA Period.
2 “Allegedly aggrieved employees” shall be defined as all employees within the
3 scope of the PAGA letters submitted by Plaintiffs in support of the Action.
4 The “PAGA Settlement Group” specifically excludes the approximately 100
5 ABM “Event Tech” employees who are the subject of the Romero-Abrego v.
6 ABM Industries, Inc. litigation pending in the San Mateo Superior Court,
7 Case No. 20-CIV-04089 (filed Sept. 22, 2020).

8
9 p) PAGA Period. The term “PAGA Period” shall mean the time
10 period from 8/28/17 through the Settlement End Date.

11
12 q) Preliminary Approval Date. The term “Preliminary Approval
13 Date” shall mean the date that the Court enters the Preliminary Approval
14 Order, attached hereto as **Exhibit C**, including any revisions required by the
15 Court.

16
17 r) Qualified Claimant. The term “Qualified Claimant” refers to any
18 Settlement Class or PAGA Group Member who returns a valid and timely
19 Claim Form to the Claims Administrator, and who does not timely opt out of
20 the Settlement or otherwise request to be excluded from it as described below.

21
22 s) Released Parties. The term “Released Parties” shall mean and
23 refer to Defendant, and its past, present and/or future, direct and/or indirect,
24 officers, directors, members, managers, employees, agents, representatives,
25 attorneys, insurers, partners, investors, shareholders, administrators, parent
26 companies, subsidiaries, affiliates, divisions, predecessors, successors,
27 assigns, and joint venturers, including but not limited to ABM Industry
28

1 Groups, LLC and ABM Industries Incorporated, but only with respect to the
2 matters alleged in the Action by employees of ABM Industry Groups, LLC.

3
4 t) Settlement End Date. The term “Settlement End Date” shall
5 mean the earlier of the Preliminary Approval Date or December 31, 2021.

6
7 u) Total Settlement Amount. The term “Total Settlement Amount”
8 shall mean Two Million Three Hundred Thousand (\$2,300,000.00). The
9 Total Settlement Amount is a common fund, non-reversionary amount.

10 11 12 13 **BACKGROUND OF THE ACTION**

14
15 2. Brief Procedural History. The Parties briefly summarize the procedural
16 history in the Action.

17
18 a) The Artiga Case was first filed on June 4, 2019. It included both
19 class and PAGA claims. A copy of the original Complaint in the Artiga Case
20 is attached as **Exhibit D**. The PAGA claims were based on a letter submitted
21 by Plaintiff Artiga to the California Labor & Workforce Development
22 Agency (“LWDA”) on August 28, 2018. A copy of Plaintiff Artiga’s PAGA
23 Letter is attached as **Exhibit E**. The Artiga Case was removed to federal
24 court on August 2, 2019.

25
26 b) After litigation over the pleadings, on October 14, 2019, the
27 Artiga Case was amended to include two additional Plaintiffs, Gabriel
28

1 Rodriguez and Jessica Sheehan, as well as additional claims. A copy of the
2 First Amended Complaint in the Artiga Case is attached as **Exhibit F**. The
3 additional PAGA claims were based on letters submitted by Plaintiffs
4 Rodriguez and Sheehan to the LWDA on October 11, 2019. A copy of the
5 PAGA Letters by Plaintiffs Rodriguez and Sheehan is attached as **Exhibit G**.

6
7 c) After additional litigation over the pleadings, on July 7, 2020, the
8 Artiga Case was amended again. A copy of the Second Amended Complaint
9 in the Artiga Case is attached as **Exhibit H**. This is the current, operative
10 complaint in the Artiga Case.

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12
13
14 d) The Canas Case was first filed on September 30, 2020. It
15 included PAGA claims only. A copy of the original Complaint in the Canas
16 case is attached as **Exhibit I**. The PAGA claims were based on a letter
17 submitted by Plaintiff Canas to the LWDA on May 13, 2020. A copy of the
18 PAGA Letter by Plaintiff Canas is attached as **Exhibit J**.

19
20 e) With this Stipulation, the Parties agree to the filing of the Artiga
21 Third Amended Complaint (Exhibit A) as the operative complaint in the
22 Action, for the limited purpose of settlement approval. The Artiga Third
23 Amended Complaint consolidates the claims and parties of the Artiga Case
24 and the Canas Case into a single complaint. It also adds two new Plaintiffs,
25 Jaime Mendoza and Lorenza Torres, as PAGA / Class Representatives.

26
27 3. Mediation and Settlement Agreement Reached By The Parties. On
28

1 March 18, 2021, the Parties, by and through their counsel, engaged in mediation
2 before Ninth Circuit Mediator Roxane G. Ashe. After multiple additional settlement
3 discussions, both with and without mediator assistance, the Parties agreed to resolve
4 the Action on a representative PAGA / class basis. This Stipulation formalizes the
5 agreement reached by the Parties.

6
7 4. Investigation. The Parties have conducted a detailed and
8 comprehensive investigation of the claims asserted against Defendant in the Action
9 and of the applicable law. The Parties engaged in informal discovery to prepare for
10 mediation, which included: (a) witness interviews by counsel for the Parties; (b)
11 collection and analysis of payroll, timekeeping, and personnel records pertaining to
12 the PAGA / Class Representatives and the employees they purport to represent; (c)
13 collection and analysis of Defendant's policies, procedures, and other documents
14 relating to the claims asserted in the Action; (d) research of the law applicable to
15 Plaintiffs' claims and Defendant's affirmative and other defenses, as well as the
16 damages alleged by Plaintiffs; and (e) consideration of additional information
17 disclosed at and in connection with mediation.

18
19 5. Benefits of Settlement. The PAGA / Class Representatives and PAGA
20 / Class Counsel recognize the uncertainty and risk of the outcome of further
21 litigation, and the difficulties and delays inherent in such litigation. The PAGA /
22 Class Representatives and PAGA / Class Counsel also are aware of the burdens of
23 proof necessary to establish liability for the claims asserted in the Action, the
24 defenses thereto, and the difficulties inherent in pursuing the Action to trial. Based
25 on the foregoing, the PAGA / Class Representatives and PAGA / Class Counsel
26 have determined that the Settlement set forth in this Stipulation is fair, adequate, and
27 reasonable, and that it is in the best interest of the PAGA Group and Class. Based
28

1 on their discovery and investigation, PAGA / Class Counsel has determined that the
2 settlement is well within the range of reasonableness. The settlement embodied and
3 documented in this Stipulation is the product of extensive, arms-length negotiations,
4 and is not the product of collusion. Likewise, Defendant has concluded that any
5 further defense of the Action would be protracted and expensive. Substantial
6 amounts of time, energy, and resources have been, and will continue to be, devoted
7 to the defense of the Action unless / until the Action is settled. Therefore, the
8 Parties have agreed to settle, in the manner and upon the terms set forth in this
9 Stipulation, in order to fully and finally resolve the claims asserted in the Action.

10
11 6. Denial of Wrongdoing. Defendant has denied and continue to deny
12 each of the claims asserted by Plaintiffs in the Action. Defendant contends, among
13 other things, that they complied at all times with the California Labor Code and
14 applicable California Wage Orders, that they paid all wages owed to Plaintiffs and
15 the employees they purport to represent, and that any claim for wage payments or
16 penalties owed is not actionable and/or does not give rise to any liability under the
17 California Labor Code. Defendant further contends that they complied at all times
18 with the provisions of the California Business & Professions Code § 17200 *et*
19 *seq.* Neither this Stipulation nor any action taken to carry out the Settlement may be
20 construed as an admission by Defendant of any fault, wrongdoing, or liability
21 whatsoever.

22
23 **DATE OF SETTLEMENT**

24
25 7. Effective Date. The Court's Judgment shall become final when all of
26 the following events have occurred:

1 a) The Stipulation has been executed by all Parties, PAGA / Class
2 Counsel, and Defendant's Counsel;

3
4 b) The Court has given preliminary approval to the Settlement;

5
6 c) The Court has held a Final Settlement Approval Hearing and has
7 entered a Final Order and Judgment, dismissing the Action with prejudice,
8 and approving the Stipulation; and

9
10 d) In the event that written objections are filed prior to the Final
11 Settlement Approval Hearing which are not later withdrawn, upon the later
12 of:

13
14 i. The date of final affirmance on an appeal of the Judgment;
15 the expiration of the time for a petition to review the Judgment; and, if
16 review is granted, the date of final affirmance of the Judgment
17 following review; or

18
19 ii. The date of final dismissal of any appeal from the
20 Judgment or the final dismissal of any proceeding to review the
21 Judgment; or

22
23 iii. If no appeal is filed, the expiration date for filing any
24 appeal from the Judgment.

25
26 e) In the event that no written objections are filed prior to the Final
27 Settlement Approval Hearing, or that any filed written objections are
28

1 withdrawn prior to the Final Settlement Approval Hearing, the Court's
2 Judgment shall become final when the conditions set forth in subparagraphs
3 (a) through (c) above, have been fulfilled.

4
5 **CLASS / PAGA MEMBERS INCLUDED IN SETTLEMENT**
6

7 8. As a condition of settlement, the Parties stipulate to the filing of the
8 Artiga Third Amended Complaint (**Exhibit A**) as described above. Defendant shall
9 not be required to file a responsive pleading to the Artiga Third Amended
10 Complaint, and Defendant does not impliedly or expressly waive any arguments or
11 defenses to the Artiga Third Amended Complaint.
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14

15 9. Settlement Class Members' Objections to This Settlement. Any
16 Settlement Class Member may object to the Settlement by filing a written objection
17 with the Court and serving the written objection on counsel for the Parties on or
18 before the Document Receipt Deadline, at the addresses detailed below. In the
19 event that the Court approves this Settlement notwithstanding the objections of any
20 Settlement Class Members, the Settlement Class Members who object to the
21 Settlement will nonetheless be bound by the Settlement. Settlement Class Members
22 who have opted out of the Settlement as detailed below do not have standing to
23 object to the Settlement or to file an appeal as described above.
24

25 10. Settlement Class Members' Exclusion ("Opt-Out") From This
26 Settlement. Any Settlement Class Member may request to be excluded ("opt-out")
27 from this Settlement by mailing a written Request for Exclusion to the Settlement
28

1 Administrator prior to the Document Receipt Deadline. Each Settlement Class
2 Member who submits a valid Request for Exclusion shall not be bound by the
3 Settlement. The Parties and their counsel agree not to take any action to encourage
4 any Settlement Class Member to opt out of and/or object to the Settlement.
5

6 11. Qualified Claimants. For a Settlement Class / PAGA Group Member
7 to become a Qualified Claimant and receive an Individual Settlement Payment, the
8 Claim Form must be signed by the Settlement Class / PAGA Group Member or his
9 or her authorized representative, and the Claim Form must be returned by mail to
10 the Claims Administrator and post-marked no later than the Document Receipt
11 Deadline. If a Settlement Class Member fails to submit a Claim Form, then he or
12 she will not receive an Individual Settlement Payment, but will nonetheless be
13 bound by the Settlement. If a Settlement Class Member submits both a Claim Form
14 and a Request for Exclusion, the Request for Exclusion will be invalid and the
15 Settlement Class Member will be considered a Qualified Claimant.
16

17 12. Termination Provision by Defendant. In the event that more than five
18 percent (5%) of the Settlement Class Members opt out of the settlement by
19 submitting timely and valid Requests for Exclusion, Defendant maintain the right, in
20 their sole discretion, to terminate this Stipulation and Settlement, which shall
21 become null and void, as described below (Nullification of Settlement). PAGA /
22 Class Counsel and the PAGA / Class Representatives agree not to oppose any
23 application by Defendant and/or its counsel that is consistent with this paragraph.
24 Defendant shall make its election within fourteen (14) calendar days of receipt from
25 the Settlement Administrator of the total percentage of opt-outs. If Defendant elects
26 to nullify the Stipulation and Settlement, then Defendant will be responsible for all
27 Settlement Administration costs incurred to the date of nullification.
28

13. Finality of Settlement. As of the Effective Date, the Settlement contained herein, including the Release outlined below, shall be final and binding upon the PAGA / Class Representatives, the State of California, and all Settlement Class Members who do not exclude themselves from the Settlement.

RELEASES

14. Notice to the LWDA. Plaintiffs' counsel shall be solely responsible for complying with all procedural requirements associated with the settlement of a claim for penalties under PAGA. As of the Effective Date, the State of California shall have fully, finally and forever settled and released any claims for civil penalties it may have against the Released Parties, based on the Released Claims during the PAGA Period, to the maximum extent permitted by law.

15. Release by Plaintiffs and Settlement Class Members. As of the Settlement End Date, Plaintiffs and the Class (including the PAGA / Class Representatives) release the Released Parties from the following, collectively referred to as the “Released Claims”: All causes of action and factual or legal theories/allegations that were alleged in the operative complaints in the Actions, or that could have been brought in the Actions based on those same factual or legal theories/allegations, against the Released Parties. This Release includes, but is not limited to, claims for violation of Labor Code sections 201-203, 204, 221, 226, 226(a) – (f), 226.7 (limited to the members of the Supervisor Meal and Rest Break Settlement Subclass), 227.3, 233, 234, 245, 245.5, 246, 246.5, 247.5, 403-406, 432, 510 (limited to claims of members of the New Hire Wage Subclass with respect to services performed during the same pay period[s] in which a new-hire orientation occurred), 512 (limited to the members of the Supervisor Meal and Rest Break

1 Settlement Subclass), 558, 558.1, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197,
2 1197.1, 1198, 1198.5, 1199; with respect to the limited overtime and meal and rest
3 break claims released above, Code of Regulations, Title 8, Section 11090 (IWC
4 Wage Order 9-2001); Business & Professions Code section 17200-17208; and the
5 Fair Labor Standards Act with respect to those who opt in. Civil penalty claims,
6 including those under Labor Code sections 210, 225.5, 226.3, 2698 *et seq.*, and 2699
7 are limited to the PAGA Settlement Group. This Release also includes, but is not
8 limited to, the following claims for relief: (a) failure to pay wages, including
9 minimum wages; (b) failure to pay overtime wages (limited to claims of members of
10 the New Hire Wage Subclass with respect to services performed during the same
11 pay period[s] in which a new-hire orientation occurred); (c) failure to provide proper
12 meal periods, and to properly provide premium pay in lieu thereof (limited to the
13 members of the Supervisor Meal and Rest Break Settlement Class); (d) failure to
14 authorize and permit rest breaks, and to properly provide premium pay in lieu
15 thereof (limited to the members of the Supervisor Meal and Rest Break Subclass);
16 (e) improper and/or inaccurate wage statements; (f) waiting time penalties for
17 untimely pay of wages at the conclusion of employment; (g) failure to provide
18 employment records; (h) failure to provide written notice of paid sick leave
19 available; (i) unfair business practices; (j) failure to comply with employee bond
20 laws as alleged in the Actions; (k) civil penalties under the Private Attorneys
21 General Act (“PAGA”) within the scope of the PAGA letters submitted by Plaintiff
22 in support of the Actions (limited to the PAGA Settlement Group); and (l) all
23 damages, penalties, restitution, attorneys’ fees, interest, and other amounts
24 recoverable in connection with the above legal authorities and/or claims for relief
25 under local, California and federal law. The period of the Release shall extend to
26 the Settlement End Date. The *res judicata* effect of the Final Order and Judgment
27 will be the same as that of the Release.

1 16. General Release by PAGA / Class Representatives. In addition to the
2 Released Claims set forth above, the PAGA / Class Representatives make the
3 additional general release of all of their individual claims as follows: The PAGA /
4 Class Representatives release the Released Parties from any and all claims, actions,
5 demands, causes of action, suits, debts, obligations, damages, rights, or liabilities of
6 any nature and description whatsoever, known or unknown, that the PAGA / Class
7 Representatives individually may possess against the Released Parties arising from
8 the PAGA / Class Representatives' employment and/or termination of employment
9 with Defendant ("General Release"). The PAGA / Class Representatives hereby
10 acknowledge that, upon receiving the sums provided to them pursuant to this
11 Stipulation, they will have received all potential wages, damages, and penalties
12 owing to them by the Released Parties, and, further, that they are not owed any
13 additional wages, penalties, or damages from the Released Parties.

14
15 The PAGA / Class Representatives also agree to expressly waive the
16 provisions of California Civil Code section 1542, which provides as follows:

17
18 **A general release does not extend to claims that the creditor or**
19 **releasing party does not know or suspect to exist in his or her**
20 **favor at the time of executing the release and that, if known by**
21 **him or her, would have materially affected his or her settlement**
22 **with the debtor or released party.**

23
24 This Release is intended to resolve any and all disputes of the Plaintiffs that exist or
25 could exist against Released Parties that can be validly released. Accordingly, this
26 Release does not release claims that cannot be released by Plaintiffs as a matter of
27 law, including claims for Workers' Compensation, employment compensation or
28

1 state disability insurance benefits pursuant to the terms of applicable state law.

2
3 **AMOUNT AND DISTRIBUTION OF SETTLEMENT**
4

5 17. Settlement Amount. The Total Settlement Amount shall constitute a
6 full and complete settlement of the Action, including (1) all attorneys' fees and
7 actual costs to PAGA / Class Counsel; (2) all enhancement awards to PAGA / Class
8 Representatives, including consideration for the general release above; (3) all
9 payments of fees and costs to the Settlement Administrator; (4) the PAGA
10 Allocation (defined below); and (5) all payments to Qualified Claimants. In no event
11 shall Defendant be liable for more than the Total Settlement Amount as a result of
12 this Stipulation, except that employer-side payroll taxes associated with wage
13 payments to Qualified Claimants will be paid separately from, and in addition to, the
14 Total Settlement Amount.

15
16 18. Deductions from Settlement Amount. Deductions from the Total
17 Settlement Amount, all subject to Court approval, shall be made for:

18
19 a) Attorneys' Fees. PAGA / Class Counsel may apply for an award
20 of attorneys' fees, of up to 33.3% (\$765,900). The attorneys' fees award shall
21 be paid from the Total Settlement Amount. Defendant agrees not to oppose
22 any such applications which are consistent with this paragraph. The amount
23 of attorneys' fees shall include all past and future attorneys' fees incurred in
24 the Action – including, without limitation, all time expended by PAGA /
25 Class Counsel in the Artiga Case and the Canas Case; in preparing this
26 Stipulation and attached Exhibits; and in defending the Settlement and
27 securing final approval of the Settlement (including any appeals thereof).
28

1 Even in the event that the Court reduces or does not approve the award of
2 attorneys' fees discussed in this paragraph, the PAGA / Class Representatives
3 and PAGA / Class Counsel shall not have the right to terminate this
4 Settlement.

5
6 b) Attorneys' Costs. In addition to attorneys' fees, PAGA / Class
7 Counsel may apply for an award of costs, not to exceed the sum of Thirty
8 Thousand Dollars (\$30,000.00). The costs award shall be paid from the Total
9 Settlement Amount. Defendant agrees not to oppose any such applications
10 which are consistent with this paragraph. The amount of costs shall include
11 all past and future costs associated with the Action – including, without
12 limitation, all costs expended by PAGA / Class Counsel in the Artiga Case,
13 the Canas Case, this Stipulation and attached Exhibits, and in defending the
14 Settlement and securing final approval of the Settlement (including any
15 appeals thereof). Even in the event that the Court reduces or does not approve
16 the award of costs discussed in this paragraph, the PAGA / Class
17 Representatives and PAGA / Class Counsel shall not have the right to
18 terminate this Stipulation and Settlement.

19
20 c) PAGA / Class Representatives' Enhancement Awards / Service
21 Award. PAGA / Class Counsel may apply for an enhancement award to each
22 PAGA / Class Representative in an amount not to exceed Two Thousand
23 Dollars (\$2,000.00), in exchange for their services as PAGA / Class
24 Representative, plus an additional Three Thousand Dollars (\$3,000.00) as
25 consideration for the general release described above (together, the
26 "Enhancement Award"). The Enhancement Awards shall be paid from the
27 Total Settlement Amount. Defendant agrees not to oppose any such
28

1 application which is consistent with this paragraph. Even in the event that the
2 Court reduces or does not approve the Enhancement Awards discussed in this
3 paragraph, the PAGA / Class Representatives and PAGA / Class Counsel
4 shall not have the right to terminate this Stipulation and Settlement.
5

6 d) Settlement Administration Costs and Fees. All fees and actual
7 costs for claims administration, including related accounting costs (estimated
8 at \$74,000) shall be paid from the Total Settlement Amount. Defendant
9 agrees not to oppose any such applications which are consistent with this
10 paragraph.
11

12 e) PAGA Allocation. The Parties agree to allocate no less than
13 10% of the Net Settlement Amount to resolve all claims in the Action under
14 PAGA (the “PAGA Allocation”). Pursuant to PAGA, 75 percent of the
15 PAGA Allocation shall be paid to the LWDA, with the remaining 25 percent
16 distributed equally to Qualified Claimants (each Qualified Claimant receiving
17 the same PAGA payment) who are PAGA Settlement Group Members. All
18 payments to PAGA Settlement Group Members shall be considered penalties
19 and the Settlement Administrator will be responsible for issuing an IRS Form
20 1099 for such payments, as necessary. In the event an increase to the PAGA
21 Allocation is required for approval by the Court, such increase shall come
22 from the Total Settlement Amount. In no event shall Defendant be required to
23 increase the Total Settlement Amount to cover any increase to the PAGA
24 Allocation.
25

26 f) Employer’s Share of Payroll Taxes. The Parties agree that the
27 employer’s share of payroll taxes, as calculated by the Settlement
28

1 Administrator, shall be paid by Defendant in addition to the Total Settlement
2 Amount.

3
4 g) Payment of Individual Settlement Awards to Qualified
5 Claimants. The Claims Administrator shall distribute Individual Settlement
6 Awards to each Qualified Claimant, in the following manner:

7
8 i. New Hire Wage Subclass: Each Qualified Claimant will
9 receive \$21, with each eligible employee who opts into the FLSA
10 collective action, an additional \$10 each. The payments will be
11 allocated 60% to wages and 40% to interest.

12
13 ii. Wage Statement Subclass: Each Qualified Claimant will
14 receive \$50. The payments will be allocated to penalties.

15
16 iii. Former Employee Uniform Deposit Subclass: Each
17 Qualified Claimant will receive \$50. The payments will be allocated to
18 penalties and interest.

19
20 iv. Current Employee Uniform Deposit Subclass: Members
21 of the Current Employee Uniform Deposit Subclass have already
22 received their uniform deposits with interest via payroll, as part of
23 ABM's termination of its uniform deposit program on May 7, 2021.
24 All members of the Current Employee Uniform Deposit Subclass will
25 be deemed Qualified Claimants for the purpose of receiving payment
26 from the PAGA allocation.

v. Supervisor Meal and Rest Break Subclass: Each Qualified Claimant will receive \$20 per pay period worked. The payments will be allocated 60% to wages and 40% to interest.

19. Non-Reversionary Settlement. There will be no reversion to Defendant. If the claims made by Qualified Claimants do not exhaust the Net Settlement Amount, the differential will be added to the PAGA Allocation. If the claims made by Qualified Claimants exceed the Net Settlement Amount, the payments to Qualified Claimants shall be reduced on a pro rata basis.

20. Unclaimed Settlement Payments. Payments to Qualified Claimants which are not cashed on or before the Check Cashing Deadline shall be considered unclaimed (“Unclaimed Settlement Payments”). The Settlement Administrator shall distribute Unclaimed Settlement Payments to Public Counsel, an appropriate designee pursuant to California Code of Civil Procedure section 384, or such other entity as the Court might approve.

CLAIMS ADMINISTRATION

21. Settlement Administrator’s Duties. The Settlement Administrator shall be responsible for (a) processing the data provided by Defendant to be used in calculating payments to Qualified Claimants; (b) preparing, translating, printing, and mailing the Notice to Settlement Class and PAGA Group Members, including a postage pre-paid Claim Form; (c) skip tracing, one time, any mailings that are returned as “undeliverable”; (d) mailing reminder postcards to Settlement Class Members who have not yet submitted a claim form or opted out, 14 days after the mailing of the Notice; (e) creating and maintaining an online venue for submission

1 of claims; (f) notifying the Parties of the identity of Settlement Class Members who
2 submit timely Requests for Exclusion; (g) calculating and mailing payments to
3 Qualified Claimants; (h) calculating and paying the employer's share of the
4 applicable federal and state withholding taxes (to be reimbursed by Defendant
5 outside of the Total Settlement Amount); (i) issuing and filing any required federal
6 and state tax forms and related agency reporting; (j) distributing the PAGA
7 Allocation to the LWDA and Qualified Claimants who are PAGA Settlement Group
8 Members; (k) paying the awards for attorneys' fees and costs to PAGA / Class
9 Counsel as well as the enhancement awards to the PAGA / Class Representatives;
10 (l) filing any required reports with the Court; and (m) any and all such other tasks as
11 to which the Parties mutually agree, or which the Court orders the Settlement
12 Administrator to perform. The data provided by Defendant to the Settlement
13 Administrator shall be kept confidential by the Settlement Administrator, except as
14 necessary to effectuate the Settlement. The Settlement Administrator shall also
15 comply with all data privacy laws.

16

17 Specifically, the Settlement Administrator shall perform the following duties:

18

19 a) Processing of Data Provided by Defendant. Upon receipt of the
20 data provided by Defendant pursuant to this Stipulation, the Settlement
21 Administrator shall determine, for each Settlement Class / PAGA Group
22 Member: (i) the Member's name, (ii) the Member's last known address, (iii)
23 the last four digits of the Member's social security number, and (iv) the
24 Individual Settlement Award should they become a Qualified Claimant. In
25 addition, once the Qualified Claimants have been identified and the PAGA
26 Allocation has been finalized, the Settlement Administrator shall determine
27 the payments to Qualified Claimants from the PAGA Allocation.

28

1 b) Mailing of Documents. Within the deadlines provided by this
2 Stipulation, the Settlement Administrator shall mail a copy of the Notice to all
3 Settlement Class / PAGA Group Members by first class regular U.S. Mail,
4 using the most current mailing address information provided by Defendant
5 and/or obtained by the Settlement Administrator. The Settlement
6 Administrator will engage in address searches consistent with its normal
7 practices in administering settlements of wage claims.

8
9 c) Re-Mailing of Returned Notices. Notices returned to the
10 Settlement Administrator as non-delivered shall be re-sent to the forwarding
11 address, if any, on the returned envelope. The Settlement Administrator will
12 also skip trace, one time, any Notices that are returned without a forwarding
13 address. A returned Notice will be forwarded only once per Settlement Class
14 Member by the Settlement Administrator. Upon completion of these steps by
15 the Settlement Administrator, the Parties shall be deemed to have satisfied
16 their obligation to provide the Notice to the affected Settlement Class
17 Member. The affected Settlement Class Member shall remain a member of
18 the Class and shall be bound by all the terms of this Stipulation and the
19 Court's Final Order and Judgment.

20
21 d) Processing Requests for Exclusion ("Opt-Outs") From
22 Settlement. In the event that a Settlement Class Member requests to be
23 excluded ("opts out") from the Settlement provided herein, he or she must
24 mail a written Request for Exclusion to the Settlement Administrator by first
25 class U.S. Mail, or equivalent, postage paid and postmarked, by no later than
26 the Document Receipt Deadline. To be valid, the written Request for
27 Exclusion must include (i) the Settlement Class Member's name, (ii) the
28

1 Settlement Class Member's address, (iii) a request for exclusion, and (iv) the
2 Settlement Class Member's signature. The Settlement Administrator shall
3 notify PAGA / Class Counsel and Defendant's counsel of its receipt of all
4 valid Requests for Exclusion on a weekly basis during the notice period.
5

6 e) Payment of Individual Settlement Awards. The Settlement
7 Administrator shall be solely responsible for the disbursement of the
8 Individual Settlement Awards.
9

10 f) Declaration of Due Diligence. No later than ten (10) calendar
11 days after the Document Receipt Deadline, the Settlement Administrator shall
12 provide both Parties with a declaration of due diligence to be filed with the
13 Court.
14

15 g) Allocating Portions of The Individual Settlement Awards As
16 Wages. The Settlement Administrator shall be responsible for calculating the
17 portion of each Individual Settlement Award to be allocated as wages. For
18 the New Hire Wage Subclass and the Supervisor Meal and Rest Break
19 Subclass, 60% of the Individual Settlement Awards will be allocated to
20 wages. All other payments will be allocated to penalties and/or interest.
21

22 h) Taxation of Individual Settlement Awards. The portion of each
23 Individual Settlement Award allocated as wages shall be subject to payroll
24 withholding. The Settlement Administrator shall be responsible for paying all
25 federal, state, and local payroll and income taxes, and for documenting and
26 requesting reimbursement from Defendant for the employers' share of such
27 taxes. Appropriate tax withholding shall be deducted from each Individual
28

1 Settlement Award.

2
3 i) Federal Tax Reporting. The Settlement Administrator shall issue
4 an IRS Form W-2 to each Qualified Claimant for the portion of the Individual
5 Settlement Award that is designated as wages, as necessary. The Settlement
6 Administrator shall issue an IRS Form 1099 to each Qualified Claimant for
7 the portion of the Individual Settlement Awards that is not designated as
8 wages, as necessary. The Settlement Administrator shall also issue an IRS
9 Form 1099 to each PAGA Settlement Group Member, as necessary. The
10 Settlement Administrator shall issue an IRS Forms 1099 to the PAGA / Class
11 Representatives for their Enhancement Awards, and an IRS Form 1099 to
12 PAGA / Class Counsel for their award of attorneys' fees and costs.

13
14 j) State Tax Reporting. The Settlement Administrator shall file,
15 with the California Employment Development Department ("EDD"), the
16 required reports of Personal Income Tax ("PIT") wages withheld from the
17 Individual Settlement Awards, as well as the amounts to be paid as
18 Unemployment Insurance ("UI"), Employment Training Tax ("ETT"), and
19 State Disability Insurance ("SDI"). The Settlement Administrator will
20 request from Defendant, and Defendant will reasonably provide, the
21 information needed to prepare and file such reports.

22
23 k) Responsibility for Tax Obligations. All Qualified Claimants and
24 PAGA / Class Representatives will be responsible for correctly characterizing
25 the compensation they receive for tax purposes and for paying any taxes on
26 the amounts received, except for the employer contributions which will be
27 handled as provided by this Stipulation.

1 l) Mailing of Individual Settlement Awards. Within ten (10)
2 calendar days after Defendant's transfer of funds to the Settlement
3 Administrator, the Settlement Administrator shall mail all Qualified
4 Claimants their Individual Settlement Awards and shall also mail each
5 Qualified Claimant who is a PAGA Group Member their share of the PAGA
6 Allocation. Each check issued to a Qualified Claimant shall remain valid and
7 negotiable for one hundred eighty (180) days from the date of issuance, at
8 which point they shall be deemed Unclaimed Settlement Payments and
9 disbursed as described above.

10
11 m) Certifying the Class Members Bound by The Settlement. Within
12 thirty (30) calendar days after Defendant's transfer of funds to the Settlement
13 Administrator, the Settlement Administrator shall provide a certification to
14 counsel for all Parties that all Qualified Claimants have been mailed their
15 Individual Settlement Awards and their share of the PAGA Allocation, as
16 applicable, and that the LWDA has been mailed its portion of the PAGA
17 Allocation.

18
19 n) Payments to PAGA / Class Counsel. Within ten (10) calendar
20 days after Defendant's transfer of funds to the Settlement Administrator, the
21 Settlement Administrator shall pay the attorneys' fees and costs to PAGA /
22 Class Counsel, as well as the Enhancement Awards to the PAGA / Class
23 Representatives, as approved by the Court.

24
25 o) Payment to LWDA. Within ten (10) calendar days after
26 Defendant's transfer of funds to the Settlement Administrator, the Settlement
27 Administrator shall mail to the LWDA the State of California's portion of the
28

1 PAGA Allocation, as approved by the Court.

2
3 22. Disputes Regarding the Settlement Administrator's Performance of
4 Duties. All disputes relating to the Settlement Administrator's performance of its
5 duties shall be referred to the Court, if necessary, which will have continuing
6 jurisdiction over the terms and conditions of this Stipulation until all payments and
7 obligations contemplated by this Stipulation have been fully carried out.

8
9 **DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT**

10 **APPROVAL**

11
12 23. Submission of Stipulation to Court. The Parties shall promptly submit
13 this Stipulation (with Exhibits) to the Court in support of Plaintiffs' motion for
14 preliminary approval and determination by the Court as to the fairness, adequacy,
15 and reasonableness of this Stipulation, and shall apply to the Court for the entry of
16 an order substantially in the following form:

17
18 a) Scheduling a fairness hearing on the question of whether the
19 proposed Settlement – including payment of attorneys' fees, attorneys' costs,
20 appointment of the Class Representatives and the amount of their
21 enhancement awards, and the method of determining Individual Settlement
22 Awards to be paid to Settlement Class Members – should be finally approved
23 as fair, reasonable, and adequate as to the Class;

24
25 b) Approving as to form and content the proposed Notice (attached
26 as **Exhibit B**);

1 c) Directing the mailing to Settlement Class / PAGA Group
2 Members of the Notice, by first class U.S. Mail, pursuant to the terms
3 specified herein; and
4

5 d) Preliminarily approving the Settlement, subject only to the
6 objections of Settlement Class Members or termination pursuant to the terms
7 of this Stipulation, and final review by the Court.
8

9 The [Proposed] Preliminary Approval Order to be submitted shall be the document
10 attached hereto as **Exhibit C**, unless the Court's orders during the approval process
11 require revisions to be made. Unless the Parties agree otherwise, only necessary
12 revisions shall be made to the [Proposed] Preliminary Approval Order to be
13 submitted to the Court.
14

15 24. Amendment of This Stipulation to Conform to the Court's Order. To
16 the extent the Court does not approve this Stipulation, or any term or Exhibit
17 contained herein, and instead allows the Parties to amend this Stipulation, the Parties
18 agree to cooperate in good faith to amend the Stipulation in accordance with the
19 Court's direction, and to retain all other terms of the Stipulation that the Court
20 approves.
21

22 **DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT**
23 **APPROVAL**
24

25 25. Timely Approval of Documents to Be Mailed by The Settlement
26 Administrator. Counsel for the Parties shall respond to requests by the Settlement
27 Administrator to approve all claims administration documents, including the Notice
28

1 to be mailed to the Class, within five (5) business days of the Settlement
2 Administrator's request for approval.

3
4 26. Defendant's Provision of Settlement Class / PAGA Group Member
5 Data to Settlement Administrator. No later than twenty-one (21) calendar days
6 following preliminary approval of this Settlement by the Court, Defendant shall
7 provide the Settlement Administrator with data that is within Defendant's
8 possession containing, for each Settlement Class / PAGA Group Member: (a) name;
9 (b) last known address; (c) social security number; (d) dates of employment; (e)
10 eligibility status for each of the 5 Subclasses and PAGA Settlement Group; and (f)
11 for members of the Supervisor Meal and Rest Break Settlement Subclass, number of
12 pay periods worked. This data is confidential and not to be disclosed to anyone
13 other than the Settlement Administrator. Within fourteen (14) calendar days of
14 receipt of the information from Defendant, the Settlement Administrator will mail
15 the Notice to the Class Members, provided that counsel for the Parties have
16 approved the documents. In the event that approval of the documents takes more
17 than fourteen (14) calendar days, the Settlement Administrator shall mail the Notice
18 within three (3) business days of receiving approval of the documents.

19
20 27. Disputes Arising from Claims Administration. Any disputes arising
21 during the claims administration process must be resolved informally by counsel for
22 the Parties and, if the Parties cannot agree, by the Settlement Administrator, within
23 ten (10) calendar days of the Document Receipt Deadline.

24
25 28. Motions by PAGA / Class Counsel.

26
27 a) Motions Required for Final Approval of The Settlement.

1 PAGA/Class Counsel shall timely prepare, subject to Defendant's review and
2 right to comment, Final Settlement Papers in conformance with the terms of
3 this Settlement, including (1) a motion for final approval of the Settlement;
4 (2) the [Proposed] Final Settlement Order; and (3) any other documents,
5 petitions, or motions required to effectuate this Settlement – including, but not
6 limited to, any additional proposed orders requested by the Court.

7 PAGA/Class Counsel must submit the Final Settlement Papers to Defendant's
8 Counsel no later than seven (7) days prior to the deadline for filing the motion
9 for final approval of the Settlement. In the event that PAGA/Class Counsel
10 and Defendant's Counsel cannot resolve any dispute regarding the Final
11 Settlement Papers arising from Defendant's right to review and comment,
12 Defendant's Counsel shall submit its objections to the Final Settlement Papers
13 to the Court before or during the Final Settlement Approval Hearing.

14
15 b) [Proposed] Final Settlement Order. The [Proposed] Final
16 Settlement Order shall include a proposed Final Order and Judgment
17 ordering:

18
19 i. Approval of the Settlement, adjudging the terms thereof to
20 be fair, reasonable, and adequate, and directing consummation of its
21 terms and provisions;

22
23 ii. Approval of PAGA/Class Counsel's application for an
24 award of attorneys' fees and costs (PAGA/Class Counsel will
25 separately submit a motion for award of attorneys' fees and costs);

26
27 iii. Approval of the Enhancement Awards to the PAGA /
28

1 Class Representatives;

2
3 iv. Dismissal of the Action with prejudice and permanently
4 barring and enjoining (1) prosecution of claims for civil penalties based
5 on the Released Claims by the State of California or any other party
6 against the Released Parties; (2) prosecution of Released Claims by
7 Settlement Class Members against the Released Parties; (3) prosecution
8 of any claims covered by the General Release by the PAGA / Class
9 Representatives, upon satisfaction of all payments and obligations
10 hereunder; and

11
12 v. Reserving jurisdiction over the construction,
13 interpretation, implementation, and enforcement of the Parties'
14 Settlement, and over the administration and distribution of the
15 Settlement amounts.

16
17 The [Proposed] Final Approval Order and Judgment to be submitted shall be the
18 document attached hereto as **Exhibit K**, unless the Court's orders during the
19 approval process require revisions to be made. Unless the Parties agree otherwise,
20 only necessary revisions shall be made to the [Proposed] Final Approval Order and
21 Judgment to be submitted to the Court.

22
23 29. Fairness Hearing. Upon expiration of the Document Receipt Deadline,
24 the Parties shall attend a Final Settlement Approval Hearing with the Court to
25 finally approve the Settlement as fair, reasonable, and adequate as to (a) Class
26 Members; (b) attorneys' fees and costs to PAGA / Class Counsel; (c) the
27 Enhancement Award to the PAGA/Class Representatives; (d) the costs and fees for
28

1 claims administration; and (e) the PAGA Allocation, including the methodology
2 used to calculate such awards.

3
4 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

5
6 30. Final Settlement Approval, and Entry of Judgment. At or before the
7 Final Settlement Approval Hearing, PAGA/Class Counsel shall submit the
8 [Proposed] Final Settlement Approval Order and Judgment to the Court for the
9 Court's approval and entry. After entry of the Final Settlement Approval Order and
10 Judgment, the Court shall have continuing jurisdiction over the administration of the
11 Settlement.

12
13 31. Payment of Settlement Amount. Not later than thirty (30) calendar
14 days following the Effective Date, Defendant shall deposit the Total Settlement
15 Amount into an account established by the Settlement Administrator. The
16 Settlement Administrator will retain authority over the deposited funds, which are to
17 be used in accordance with this Stipulation and any orders of the Court. The
18 Settlement Administrator shall make all payments and other disbursements required
19 by this Stipulation from the Total Settlement Amount. Defendant shall have no
20 further obligations over the distribution of the Total Settlement Amount.

21
22
23
24 32. Provision of Final Settlement Approval Order and Judgment to
25 Settlement Administrator. Within two (2) business days of final approval by the
26 Court of the Settlement provided for in this Stipulation, PAGA/Class Counsel shall
27 provide the Settlement Administrator with a copy of the Final Settlement Approval
28

1 Order and Judgment.

2
3
4
5 **ADDITIONAL TERMS**
6

7 33. Nullification of Settlement. This Stipulation shall be null and void, and
8 any order of judgment entered by the Court in furtherance of the Settlement shall be
9 vitiated *nunc pro tunc*, if any of the following occurs:
10

11 a) The Court does not enter a Final Order and Judgment approving
12 the Settlement;
13

14 b) The Effective Date is not reached; or
15

16 c) The Settlement does not become final for any other reason,
17 including but not limited to termination by Defendant pursuant to this
18 Stipulation.
19

20 In such a case, the Artiga Third Amended Complaint (**Exhibit A**) shall become null
21 and void, and the Parties shall be returned to their respective positions and
22 jurisdictions prior to this Stipulation. The Parties will immediately stipulate to
23 dismiss the Artiga Third Amended Complaint without prejudice, and Defendant will
24 have the right to seek future consolidation and/or coordination of the Artiga Case
25 and the Canas Case. In addition, no payment will be made by Defendant to the
26 PAGA / Class Representatives, any Settlement Class / PAGA Group Member, or
27 PAGA / Class Counsel; and, with exception to outstanding costs owed to the
28

1 Settlement Administrator as provided below, all Parties and third parties referenced
2 in this Stipulation will bear their own costs, fees, and expenses associated with the
3 Stipulation and Settlement.

4
5 In the event that the Settlement does not become final due to Defendant's
6 failure to perform as required under this Stipulation or election to terminate this
7 Stipulation pursuant to its terms, Defendant shall be responsible for paying any
8 outstanding costs incurred by the Settlement Administrator. If the Settlement does
9 not become final as a result of Plaintiffs and / or PAGA / Class Counsel's failure to
10 perform as required under this Stipulation, then Plaintiffs and / or PAGA / Class
11 Counsel shall be responsible for paying any outstanding costs incurred by the
12 Settlement Administrator. If neither Defendant nor Plaintiffs are responsible for
13 failure to reach final Settlement, then both Parties shall split the outstanding costs
14 owed to the Settlement Administrator.

15
16 34. California Evidence Code 1152. This Stipulation and the attached
17 Exhibits are settlement documents, and, pursuant to California Evidence Code
18 section 1152, shall be inadmissible in any proceeding except in an action or
19 proceeding to approve, interpret, or enforce this Stipulation.

20
21 35. Amendment or Modification. This Stipulation may be amended or
22 modified only by a written instrument signed by counsel for all Parties and/or by
23 Order of the Court.

24
25 36. Entire Agreement. This Stipulation and the accompanying exhibits
26 constitute and comprise the entire agreement between the Parties. No oral or written
27 representations, warranties, or inducements have been made to any of the Parties
28

1 concerning this Stipulation other than the representations, warranties, and covenants
2 contained and memorialized herein.

3
4 37. Construction. The Parties agree that the terms of this Stipulation and
5 the accompanying exhibits are the result of lengthy, arms-length negotiations, and
6 that this Stipulation shall not be construed in favor of or against any of the Parties by
7 reason of the extent to which any of the Parties or their respective counsel
8 participated in the drafting of this Stipulation.

9
10 38. Parties' Authority. The signatories to this Stipulation represent that
11 they are fully authorized to enter into this Stipulation and to bind the Parties hereto
12 to the terms and conditions hereof.

13
14 39. Successors and Assigns. This Stipulation is binding upon, and inures
15 to the benefit of, the Parties' successors and assigns. The Parties represent and
16 warrant that they have not, directly or indirectly, assigned, transferred, or
17 encumbered to any person or entity any portion of any claim, demand, action, cause
18 of action, or rights herein released and discharged except as set forth herein.

19
20 40. Enforcement of Stipulation. In the event that any of the Parties to this
21 Stipulation institutes any legal action, arbitration, or other proceeding against any of
22 the other Parties to enforce the provisions of this Stipulation or to declare rights or
23 obligations under this Stipulation, the successful Party shall be entitled to recover
24 from the unsuccessful Party or Parties, reasonable attorneys' fees and costs,
25 including expert witness fees, incurred in connection with any such enforcement
26 proceedings.

1 41. Governing Law. All terms of this Stipulation shall be governed by and
2 interpreted according to the laws of the State of California.

3
4 a) Jurisdiction of The Court. The Court shall retain jurisdiction
5 with respect to the interpretation, implementation, and enforcement of the
6 terms of this Stipulation and all orders and judgments entered in connection
7 therewith.

8
9 42. Counterparts. This Stipulation may be executed in one or more
10 counterparts. All executed counterparts, and each of them, shall be deemed to be
11 one and the same instrument. Signatures may be affixed either by original
12 signatures, PDF, DocuSign, or facsimile.

13
14 43. Notices. Unless otherwise specifically provided in this Stipulation, all
15 notices, demands, and/or other communications will be in writing and will be
16 deemed to have been duly given as of the third (3rd) business day after mailing by
17 U.S. Mail, addressed as follows:

18
19 To the Class:

20 Alan Harris, Bar No. 146079
21 Priya Mohan, Bar No. 228984
22 HARRIS & RUBLE
23 655 North Central Ave.
24 Glendale, California 91203
25 Telephone: (323) 962-3777
26 Facsimile: (323) 962-3004
27 E-Mail: aharris@harrisandruble.com
28 pmohan@harrisandruble.com

25 To Defendant:

26 Daniel F. Fears, Bar No. 110573
27 Laura Fleming, Bar No. 219287
28 Robert T. Matsuishi, Bar No. 259182
 PAYNE & FEARS LLP

1 4 Park Plaza, Suite 1100
Irvine, California 92614
2 Telephone: (949) 851-1100
Facsimile: (949) 851-1212
3 E-Mail: dff@paynefears.com
lf@paynefears.com
4 rtm@paynefears.com
5

6 44. Enforceability. The Parties intend for this Agreement to be enforceable
7 in the United States District Court for the Central District of California, by and
8 subject to the Court's pending jurisdiction.
9

10 45. Interpretation. This Stipulation shall be construed as a whole according
11 to its fair meaning. It shall not be construed strictly for or against any Party. Unless
12 the context indicates otherwise, the term "or" shall be deemed to include the term
13 "and," and the singular or plural number shall be deemed to include the other.
14 Captions and headings are intended solely for convenience of reference and shall not
15 be used in the interpretation of this Stipulation.
16

17 46. Confidentiality. PAGA / Class Representatives and PAGA / Class
18 Counsel will not issue press releases, and will respond to any media or publication
19 entity inquiries by stating that they believe a fair and equitable settlement has been
20 achieved on behalf of the class. PAGA / Class Representatives and PAGA / Class
21 Counsel will not publish information on any website concerning the Settlement,
22 apart from documents that have been publicly filed with the Court, or those
23 materials as shall be contractually required to effectuate the terms of the Settlement
24 as set forth herein, including proper notice. However, for the limited purpose of
25 allowing PAGA / Class Counsel to prove adequacy as class counsel in other actions,
26 or their billing rates, or the reasonableness of other settlements by analogy to this
27 Settlement, they may disclose information about the Settlement that is publicly
28

1 available.

2
3 47. Exhibits Incorporated by Reference. The terms of this Stipulation
4 include the terms set forth in any attached Exhibit, which are incorporated by this
5 reference as though fully set forth herein. Any Exhibit to this Stipulation is an
6 integral part of the Settlement.

7
8 48. Interim Stay of Proceedings. The Parties agree to refrain from further
9 litigation in the Action, including the Artiga Case and the Canas Case, except such
10 proceedings necessary to implement and obtain an Order granting Final Approval of
11 the terms of the Settlement. The Parties further agree that the mutual, voluntary
12 cessation of litigation shall terminate if this Stipulation and Settlement is nullified as
13 described above.

14
15 49. Dismissal of the Canas Case and ABM's counterclaim in the Artiga
16 Case. Within 5 days of the Effective Date, the Parties shall cooperate to: (a) file all
17 necessary materials with the Los Angeles Superior Court to effectuate the dismissal
18 of the Canas Case; and (b) file all necessary materials with the District Court to
19 effectuate the dismissal of ABM's counterclaim in the Artiga Case.

20
21 50. Invalidity of Any Provision. Before declaring any provision of this
22 Stipulation invalid, the Court shall first attempt to construe the provisions valid to
23 the fullest extent possible consistent with applicable precedents so as to define all
24 provisions of this Settlement valid and enforceable.

25
26 51. Class Certification for Settlement Purposes Only. The Parties have
27 stipulated to the certification and/or recognition of the Settlement Class and PAGA
28

1 Group for purposes of this Settlement only. If, for any reason, the Stipulation and
2 Settlement is nullified as described above, the certification and/or recognition of the
3 Settlement Class and PAGA Group will be null and void. This Stipulation and
4 Settlement is not an admission that class certification is proper under the standard
5 applied to contested certification motions. This Stipulation and Settlement will not
6 be admissible in this or any other proceeding as evidence that a class or PAGA
7 group should be certified and/or recognized.

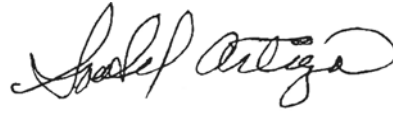
8
9 52. All Terms Subject to Final Court Approval. All amounts and
10 procedures described in this Stipulation shall be subject to final Court approval.

11
12 53. Execution of Necessary Documents. All Parties shall execute all
13 documents reasonably necessary to effectuate the terms of this Settlement.

14
15 54. Binding Agreement. The Parties intend that this Settlement shall be
16 fully enforceable and binding on all Parties, and that it shall be admissible and
17 subject to disclosure in any proceeding to enforce its terms, notwithstanding any
18 mediation confidentiality provisions that otherwise might apply under federal or
19 state law.

**PLAINTIFFS / CLASS
REPRESENTATIVES**

DATED: October 14, 2021



Isabel Artiga

DATED:

Jessica Sheehan

DATED:

Gabriel Rodriguez

DATED:

Mario Ernesto Gil Canas

DATED:

Jaime Mendoza

DATED:

Lorenza Torres

**PLAINTIFFS / CLASS
REPRESENTATIVES**

DATED:

Isabel Artiga

DATED: 10/14/2021

DocuSigned by:
Jessica Sheehan
6746A488A29E4F6
Jessica Sheehan

DATED:

Gabriel Rodriguez

DATED:

Mario Ernesto Gil Canas

DATED:

Jaime Mendoza

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Gabriel Rodriguez

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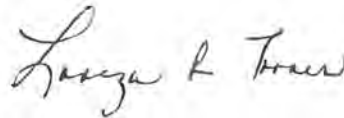
DATED:

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Lorenza Torres

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**DEFENDANT ABM INDUSTRY GROUPS,
LLC**

2
3 By: Miranda Tolar
4 Miranda Tolar
5 Senior Vice President & Deputy General
6 Counsel, Employment Law and Litigation

7 **APPROVED AS TO FORM AND CONTENT:**

8 DATED: October 13, 2021

PAYNE & FEARS LLP
Attorneys at Law

9
10 
11 By: _____
12 Attorneys for Defendant
13 ABM INDUSTRY GROUPS, LLC

14 DATED:

HARRIS & RUBLE LLP
Attorneys at Law

15
16 By: _____
17 Attorneys for Plaintiffs

18
19 4839-5346-1234, v. 1

1 DATED: October 13, 2021

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16 By: Alan Harris
17 Attorneys for Plaintiffs

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