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RISK MANAGEMENT SERVICES, CENTERRA SERVICES
INTERNATIONAL, INC. and CENTERRA GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DELVIN HINES, on behalf of himself and all
others aggrieved,

Plaintiff,

vs.

CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, a Delaware
corporation; CENTERRA SERVICES
INTERNATIONAL, INC., a Delaware
corporation; CENTERRA GROUP, LLC, a
forfeited Delaware limited liability company;
MICHAEL CHANDLESS, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV26962

[Assigned to the Hon. Christopher K. Lui
in Dept. 76]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: July 17, 2020

Trial Date: None set

This Joint Stipulation re: Class Action and Representative Action Settlement
("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiffs

1 DELVIN HINES (“Plaintiff Hines”), GERALD FRANCEL, ROBERT ANDREWS, STEVEN
2 CUETO, ERIC FLEMING, ROBERT FRANCO, TRACIE GROVE, JOSHUA MCMICHAEL
3 LETICIA FALCON, VIET TRUONG, CARLOS ULLOA, AND DANIEL LANGE
4 (collectively, “Plaintiffs”) individually and on behalf of the Settlement Class, on the one hand;
5 and defendants CONSTELLIS INTEGRATED RISK MANAGEMENT SERVICES
6 (“CIRMS”), CENTERRA SERVICES INTERNATIONAL, INC. (“CSI”), and CENTERRA
7 GROUP, LLC (“CGL”) (CIRMS, CSI and CGL are collectively referred to as “Defendants”) on
8 the other hand, in the current lawsuit entitled *Hines v. Constellis Integrated Risk Management*
9 *Services, et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV26962, as well
10 as *Hines v. Constellis Integrated Risk Management Services, et al.*, which was filed in Los
11 Angeles County Superior Court and assigned Case No. 20STCV20377 and removed to the
12 United States District Court, Central District of California, where it was assigned Case No. 2:20-
13 cv-06782-JWH-PLA, and the dismissed case of *Francel v. Centerra Services International, Inc.*
14 filed in Los Angeles County Superior Court, Case No. 21STCV31478 (collectively, the
15 “Action”). Plaintiffs and Defendants shall be, at times, collectively referred to as the “Parties”.
16 This Agreement is intended by the Parties to fully, finally, and forever resolve the claims pled in
17 the Action and as otherwise set forth herein, based upon and subject to the terms and conditions
18 of this Agreement.

19 **1. DEFINITIONS**

20 **A. “Action”** means, collectively, *Hines v. Constellis Integrated Risk Management*
21 *Services, et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV26962, *Hines v.*
22 *Constellis Integrated Risk Management Services, et al.*, Los Angeles County Superior Court
23 Case No. 20STCV20377 which was removed to the United States District Court, Central District
24 of California, and assigned Case No. 2:20-cv-06782-JWH-PLA, and the dismissed case of
25 *Francel v. Centerra Services International, Inc.* filed in Los Angeles County Superior Court,
26 Case No. 21STCV31478.

27 **B. “Aggrieved Employees”** means all non-exempt, hourly-paid employees of CSI
28 in California who received wages for hours worked during the PAGA Period.

1 **C. “Class Counsel”** means: David D. Bibiyan and Diego Aviles of Bibiyan Law
2 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’
3 Counsel.”

4 **D. “Class Period”** means the period from May 28, 2016 through the earlier of: (1)
5 90 days after execution of this Agreement; or (2) the date the Court grants preliminary approval.

6 **E. “Class Notice”** means and refers to the notice sent to Class Members after
7 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
8 Agreement.

9 **F. “Court”** means the Superior Court of the State of California for the County of
10 Los Angeles.

11 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
12 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
13 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
14 have been filed, the date on which they have been resolved or exhausted.

15 **H. “Defendants”** means, collectively, Constellis Integrated Risk Management
16 Services, Centerra Services International, Inc., and Centerra Group, LLC.

17 **I. “Effective Date”** is the date on which this Settlement Agreement shall become
18 effective, and when the settlement is considered to be Final. For purposes of this Settlement
19 Agreement, “Effective Date” and “Final” mean: (i) in the event that the Settlement has received
20 Final Approval by the Court, and regardless of whether any timely objections thereto have been
21 filed or withdrawn, then sixty-five- (65) calendar days after the Court’s issuance of the Final
22 Approval Order without a timely appeal being filed; or, (ii) in the event that a timely appeal of
23 the Court’s Final Approval Order has been filed, then the Settlement Agreement shall be “Final”
24 when the applicable appellate court has rendered a final decision or opinion affirming the Court’s
25 Final Approval Order without material modification, and the applicable date for seeking further
26 appellate review has passed without further appellate review being sought. In the event that the
27 Court fails to approve the Settlement, or if the appropriate appellate court fails to approve the
28 Settlement: (1) this Settlement Agreement shall have no force and effect and the Parties shall be

1 restored to their respective positions prior to entering into it, and no Party shall be bound by any
2 of the terms of the Settlement Agreement; (2) Defendants shall have no obligation to make any
3 payments to the LWDA, Class Members, Plaintiffs or Plaintiffs' Counsel; and (3) any
4 preliminary approval order and/or Final Approval Order shall be vacated.

5 **J. "Employer Taxes"** means employer-funded taxes and contributions imposed on
6 the wage portions of the Individual Settlement Payments under the Federal Insurance
7 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
8 and contributions required to be paid to federal and state tax authorities as a result of this
9 Settlement.

10 **K. "General Release"** means the broader release of claims by Plaintiffs, which is in
11 addition to Plaintiffs' limited release of claims as a Participating Class Member.

12 **L. "Gross Settlement Amount"** means a non-reversionary fund in the sum of One
13 Million and Twenty-Five Thousand Dollars and Zero Cents (\$1,025,000.00),¹ which shall be
14 paid by Defendants, from which all payments for the Individual Settlement Payments to
15 Participating Class Members, the Court-approved amounts for attorneys' fees and reimbursement
16 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
17 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
18 Employer Taxes, which shall be paid by Defendants separate, apart, and in addition to the Gross
19 Settlement Amount. Defendants shall not be obligated to pay any other sums in conjunction with
20 this Settlement except as set forth herein.

21 **M. "Individual PAGA Payment"** means a payment made to an Aggrieved
22 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
23 Individual Settlement Share if he or she is also a Participating Class Member.

24 **N. "Individual Settlement Payment"** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount.

26 **O. "Individual Settlement Share"** means the gross amount of the Net Settlement
27 Amount that a Participating Class Member is projected to receive based on the number of

28

¹ As the same may be increased in accordance with Paragraph 17, below.

1 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
2 shall be reflected in his or her Class Notice.

3 **P. “LWDA Payment”** means the payment to the State of California Labor and
4 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
5 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
6 Settlement Amount. The Parties have agreed that One Hundred Thousand Dollars and Zero Cents
7 (\$100,000.00) shall be allocated toward PAGA penalties, of which Seventy-Five Thousand
8 Dollars and Zero Cents (\$75,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
9 Twenty-Five Thousand Five Dollars and Zero Cents (\$25,000.00) will be paid to Aggrieved
10 Employees on a *pro rata* basis based on the Workweeks worked for Defendants as a non-exempt,
11 hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

12 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
13 that is available for distribution to the Participating Class Members after deductions for the Court-
14 approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an
15 award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the
16 LWDA Payment, and the PAGA Payment.

17 **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint
18 to be filed with the Court in *Hines v. Constellis Integrated Risk Management Services, et al.*,
19 Los Angeles County Superior Court, Case No. 20STCV26962, pursuant to the terms of the
20 Parties’ Agreement.

21 **S. “PAGA Payment”** is the 25% portion of the One Hundred Thousand Dollars and
22 Zero Cents (\$100,000.00) that is allocated toward PAGA penalties (Twenty-Five Thousand Five
23 Hundred Dollars and Zero Cents (\$25,000.00)) that will be paid to Aggrieved Employees on a
24 *pro rata* basis based on the Workweeks in which the Aggrieved Employees had hours worked as
25 non-exempt, hourly-paid employees of CSI in California in the PAGA Period, which would be
26 in addition to their Individual Settlement Payment if they are Participating Class Members, as
27 well.

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1 **T. “PAGA Period”** means the period from May 11, 2019 through the end of the
2 Class Period.

3 **U. “Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion, but anyone other than the Plaintiffs who,
5 prior to the conclusion of the Class Period, has filed their own legal action alleging the same or
6 similar claims as pled in the Action shall be expressly excluded from being a “Participating Class
7 Member.” Any individual(s) excluded from the definition of “Participating Class Members” on
8 this basis will still be eligible to receive an Individual PAGA Payment if such individual(s)
9 qualify as an “Aggrieved Employee” within the meaning of this Settlement Agreement.

10 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
11 Settlement Amount that a Participating Class Member is eligible to receive based on the number
12 of Workweeks in which he or she received wages for hours worked as a Settlement Class Member
13 during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA
14 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

15 **W. “Plaintiffs”, “Named Plaintiffs” or “Class Representatives”** shall refer
16 collectively to plaintiffs Delvin Hines, Gerald Francel, Robert Andrews, Steven Cueto, Eric
17 Fleming, Robert Franco, Tracie Grove, Joshua McMichael, Leticia Falcon, Viet Truong, Carlos
18 Ulloa, and Daniel Lange, as will be set forth in the First Amended Complaint.

19 **X. “Preliminary Approval Date”** means the date on which the Court enters an
20 Order granting preliminary approval of the Settlement.

21 **Y. “Released Parties”** shall mean Defendants and each of their past, present, and
22 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
23 sponsored employee benefit plans of any nature and their successors and predecessors in interest,
24 including all of their officers, directors, shareholders, employees, agents, principals, heirs,
25 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
26 trustees, and agents.

27 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
28 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,

1 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
2 and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In
3 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
4 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
5 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
6 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
7 Workweek Dispute was submitted by the Response Deadline.

8 **AA. "Request for Exclusion"** means a written request to be excluded from the
9 Settlement Class pursuant to Paragraph 9(C) below.

10 **BB. "Service Award"** means monetary amounts to be paid to Plaintiffs of up to Five
11 Thousand Dollars and Zero Cents (\$5,000.00) each name plaintiff, except for Plaintiff Hines,
12 who will receive Ten Thousand, Dollars and Zero Cents (\$10,000.00) for, which subject to Court
13 approval, will be paid out of the Gross Settlement Amount. This amounts to a total of Sixty-Five
14 Thousand Dollars and Zero Cents (\$65,000.00) to be paid to Plaintiffs from the Gross Settlement
15 Amount.

16 **CC. "Settlement Administration Costs"** means all costs incurred by the Settlement
17 Administrator in administration of the Settlement, including, but not limited to, translating the
18 Class Notice to Spanish, the distribution of the Settlement Class in English and Spanish,
19 calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA
20 Payments, and Participating Individual Settlement Shares, as well as processing associated taxes
21 and withholdings, providing declarations, generating Individual Settlement Payment checks and
22 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
23 payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement
24 of litigation costs and expenses, to Plaintiffs for their Service Award, and to the LWDA for the
25 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
26 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
27 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
28 \$7,950. If the actual amount of the Settlement Administration Costs is less than \$7,950, the

1 difference between \$7,950 and the actual Settlement Administration Costs shall be a part of the
2 Net Settlement Amount. If the Settlement Administration Costs exceed \$7,950 then such excess
3 will be paid solely from the Gross Settlement Amount and Defendants will not be responsible
4 for paying any additional funds in order to pay these additional costs.

5 **DD. “Settlement Administrator”** means the Third-Party Administrator mutually
6 agreed upon by the Parties that will be responsible for the administration of the Settlement
7 including, without limitation, translating the Class Notice in Spanish, the distribution of the
8 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
9 and related matters under this Agreement.

10 **EE. “Settlement Class” or “Settlement Class Members”** means all current and
11 former non-exempt, hourly-paid employees who worked in California for CSI at any time during
12 the Class Period, but expressly excludes anyone other than the Plaintiffs who, prior to the
13 conclusion of the Class Period, has filed their own legal action alleging the same or similar claims
14 as pled in the Action, although any excluded individuals may still be Aggrieved Employees under
15 the terms of the Settlement Agreement and if so, such individuals will still be entitled to share in
16 a pro-rata portion of the PAGA Payment and be bound to the PAGA releases in this Agreement.
17 For any Settlement Class Members who worked for CGL that are part of the settlement class in
18 *Duley v. Centerra Group, LLC* filed in Los Angeles County Superior Court, Case No.
19 19STCV31908 (“*Duley*”) as defined therein, this Settlement shall have no effect on their rights
20 to participate in and receive any settlement proceeds in *Duley* for which they might be eligible
21 under the terms of the *Duley* settlement.

22 **FF. “Workweeks”** means the number of weeks that a Settlement Class Member or
23 Aggrieved Employee (as applicable) was employed by and was paid wages for hours worked for
24 CSI in a non-exempt, hourly position during the Class Period or PAGA Period (as applicable) in
25 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
26 applicable).

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1 **2. BACKGROUND**

2 **A.** On May 11, 2020, Plaintiff Hines filed with the LWDA and served on Defendants
3 a notice under Labor Code section 2699.3 stating Plaintiff Hines intended to serve as a proxy of
4 the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
5 violations. (“PAGA Notice”).

6 **B.** On May 28, 2020, Plaintiff Hines filed a putative wage-and-hour class action
7 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to
8 pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
9 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
10 (5) failed to all wages due upon separation from employment; (6) failed to issue accurate and
11 compliant wage statements; and (7) engaged in unfair competition (the “Hines Class Action”).

12 **C.** On July 27, 2020, after sixty-five (65) days had passed since Plaintiff Hines filed
13 the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code
14 violations, Plaintiff Hines filed a separate representative action in Los Angeles County Superior
15 Court, Case No. 20STCV26962, seeking PAGA civil penalties against Defendants for the Labor
16 Code violations alleged in the PAGA Notice.

17 **D.** On July 29, 2020, Defendants removed the Hines Class Action to United States
18 District Court, Central District of California. On August 24, 2021, the Court in the United States
19 District Court dismissed the Hines Class Action, and Plaintiff Hines appealed to the Ninth Circuit
20 Court of Appeals, Case No. 21-56048 (the “Hines Appeal”).

21 **E.** Prior to the Hines Appeal, a multi-plaintiff individual wage and hour complaint
22 was filed against defendant CSI in Los Angeles County Superior Court, Case No. 21STCV31478
23 (“Francel Action”). These plaintiffs were Gerald Francel, Robert Andrews, Steven Cueto, Eric
24 Fleming, Robert Franco, Tracie Grove, Joshua McMichael, Leticia Falcon, Viet Truong, Carlos
25 Ulloa. The Francel Action was dismissed without prejudice on February 28, 2022.

26 **F.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend a
27 mediation, in which Plaintiffs were provided with, among other things: (1) time and payroll
28 records for approximately 20% of the estimated 161 Class Members; (2) data points including

1 rates of pay, hire dates, and termination dates for Class Members; (3) all of Defendants' policy
2 documents, including any applicable handbooks and collective bargaining agreements; and (4)
3 all personnel records, time records, payroll records and wage statements relating to all Plaintiffs.

4 **G.** On May 5, 2022, the Parties participated in a full-day mediation before Mark
5 Rudy Esquire, a well-regarded mediator experienced in mediating complex labor and
6 employment matters. With the aid of the mediator's evaluation, the Parties reached the
7 Settlement to resolve the Hines Class Action, the Hines PAGA Action, the Hines Appeal and the
8 Francel Action. As part and parcel to the Settlement, the Parties have agreed to: (1) afford
9 Plaintiff Hines leave to file a First Amended Complaint in the PAGA Action to add the class
10 action allegations previously alleged in the Hines Class Action, thus effectively consolidating
11 both actions before the Court in the PAGA Action for purposes of settlement; (2) jointly stipulate
12 to dismiss without prejudice the Hines Appeal presently pending in the Ninth Circuit Court of
13 Appeals, with the Parties to bear their own fees and costs; (3) jointly stipulate to dismissal of the
14 Hines Class Action without prejudice in federal court, with the Parties to bear their own fees and
15 costs; and (4) to add Plaintiffs Gerald Francel, Robert Andrews, Steven Cueto, Eric Fleming,
16 Robert Franco, Tracie Grove, Joshua McMichael, Leticia Falcon, Viet Truong, Carlos Ulloa, and
17 Daniel Lange as named plaintiffs in the First Amended Complaint to be filed in the PAGA Action
18 and add all of their allegations from the Francel Action to the PAGA Action on both an individual
19 and class basis.

20 **H.** On August 12, 2022, Class Counsel filed an Amended PAGA Notice on behalf of
21 Hines, Gerald Francel, Robert Andrews, Steven Cueto, Eric Fleming, Robert Franco, Tracie
22 Grove, Joshua McMichael Leticia Falcon, Viet Truong, Carlos Ulloa, and Daniel Lange for
23 purposes of effectuating this Settlement (the "Amended Hines PAGA Notice").

24 **I.** The PAGA Action, after consolidation of these matters, shall hereafter be referred
25 to as the "Action."

26 **J.** Class Counsel has conducted significant investigation of the law and facts relating
27 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
28 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement

1 Class, taking into account the sharply contested issues involved, the expense and time necessary
2 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
3 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
4 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
5 to be received by Settlement Class Members.

6 **K.** Defendants have concluded that, because of the substantial expense of defending
7 against the Action, the length of time necessary to resolve the issues presented herein, the
8 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
9 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
10 claims asserted against it in the Action and the May 11, 2020 PAGA Notice of Plaintiff Hines,
11 the March 3, 2021 PAGA notice of Plaintiff Lange, the August 27, 2021 PAGA Notice of the
12 Francel Plaintiff's and the August 12, 2022 Hines Amended PAGA Notice (collectively, the
13 "PAGA Notices"), respectively, as well as in the Francel Action. However, Defendants
14 nevertheless desire to settle the Action for the purpose of avoiding the burden, expense and
15 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
16 engendered by the Action.

17 **L.** This Agreement is intended to and does effectuate the full, final, and complete
18 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
19 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
20 and Aggrieved Employees. The Plaintiffs identified herein are also providing a General Release,
21 as that term is defined herein and particularly, in Paragraph 7 of this Settlement Agreement.

22 **3. JURISDICTION**

23 The Court has jurisdiction over the Parties and the subject matter of the Action. The
24 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
25 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
26 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
27 pursuant to California Rule of Court, rule 3.769, subdivision (h).

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1 4. **STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Settlement Class under this Agreement for
3 purposes of settlement only.

4 5. **AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL OF**
5 **SETTLEMENT**

6 The Parties hereby stipulate, and leave will be requested as part of Plaintiffs' motion for
7 preliminary approval, to the filing of the proposed First Amended Complaint in the PAGA Action
8 (a copy of which is attached hereto as **Exhibit "A"**), that includes all of the allegations and
9 plaintiffs in the Class Action and Francel Action, and which amends the existing PAGA claims
10 pursuant to the PAGA Notices. Upon the FAC being deemed filed, Defendants shall be deemed
11 to have generally denied all of the allegations set forth in the FAC pending final approval of this
12 settlement, without any need to file a separate answer to the FAC. Upon and within three (3)
13 court days of preliminary approval being granted, the Parties will jointly stipulate to dismiss the
14 Hines Appeal in the Ninth Circuit Court of Appeals, without prejudice, and will jointly stipulate
15 to dismiss the Hines Class Action from federal court, without prejudice, with all Parties bearing
16 their own fees and costs in connection with those dismissals. Until that time, the Parties agree to
17 take all necessary steps to maintain the status quo and defer any litigation of the Hines Appeal

18 After full execution of this Agreement, Plaintiffs will move for an order granting
19 preliminary approval of the Settlement, approving the filing of the FAC, approving and directing
20 the mailing of the proposed Notice of Class Action Settlement ("Class Notice") attached hereto
21 as **Exhibit "B"**, conditionally certifying the Settlement Class for settlement purposes only, and
22 approving the deadlines proposed by the Parties for the submission of Requests for Exclusion,
23 Workweek Disputes, and Objections. If and when the Court preliminarily approves the
24 Settlement, and after administration of the Class Notice in a manner consistent with the Court's
25 Preliminary Approval Order, Plaintiffs will move for an order finally approving the Settlement
26 and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any
27 Objections lodged to final approval of the Settlement up to five (5) court days before the Final
28 Approval Hearing.

1 Not later than three (3) court days prior to the submission of both the motion for
2 preliminary approval of this Settlement Agreement and any motion for final approval to the
3 Court, Plaintiffs' counsel will submit near-final drafts thereof (including all supporting papers
4 and proposed order) to counsel for Defendants for their review and comment.

5 For purposes of settlement only, the Parties agree that all statutes of limitations shall be
6 waived with respect to the claims asserted in the FAC to be filed as a condition of preliminary
7 approval, with all such limitations to run from the earliest possible date based on the filing of the
8 *Hines* class action lawsuit and the sending of the original *Hines* PAGA letter. In the event the
9 Court does not grant final approval of the settlement, then the FAC will be deemed withdrawn
10 ab initio and the original limitations periods shall apply. However, should final approval not
11 occur and should some or all of the Francel Plaintiffs re-file the claims previously pled in the
12 Francel Action, Defendants agree the refiling of those previously-pled claims shall relate back to
13 the original filing date of the Francel Action for statute of limitations purposes.

14 **6. STATEMENT OF NO ADMISSION**

15 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs
16 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
17 PAGA Notices. This Agreement shall not be deemed an admission by Defendants of any claims
18 or allegations asserted in the Action, the PAGA Notices and the Francel Action. Except as set
19 forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any
20 appellate court, is terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed
21 to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the
22 Action or the PAGA Notices, and Defendants will not be deemed to have waived, limited, or
23 affected in any way any of their objections or defenses in the Action and the PAGA Notices. The
24 Parties shall be restored to their respective positions in the Action prior to the entry of this
25 Settlement.

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1 **7. RELEASE OF CLAIMS**

2 **a. Release by All Participating Class Members.**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
5 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and
6 all Participating Class Members release all claims against the Released Parties asserted in the
7 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
8 Released Parties based on the factual allegations in the Operative Complaint, as follows: For the
9 duration of the Class Period, the release includes, for Participating Class Members: (1) all claims
10 for failure to pay (or properly pay) overtime wages; (2) all claims for failure to pay minimum
11 wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all
12 claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure
13 to issue accurate and compliant wage statements; (6) all claims for failure to pay all wages due
14 upon separation from employment; (7) all claims for failure to timely pay wages during
15 employment; (8) all claims asserting a failure to properly reimburse employees for business-
16 related expenses; (9) all claims asserted through California Business & Professions Code section
17 17200, *et seq.* arising out of the Labor Code violations referenced in the First Amended
18 Complaint; (10) violation of Labor Code section 226(c); (11) violation of Labor Code section
19 1198.5; and (12) violation of Labor Code section 227.3 with respect to the payment of vacation
20 wages. The Parties additionally agree that the above release shall include the release of claims
21 under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899
22 F.3d 1106 (9th Cir. 2018). (the "Class Released Claims").

23 **b. PAGA Release by All Aggrieved Employees**

24 For Aggrieved Employees, and, to the extent permitted by law, the State of California,
25 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA
26 Notices, respectively, and as alleged in the First Amended Complaint for PAGA civil penalties
27 pursuant to Labor Code sections 96(k), 98.6, 210, 226.3, 558, 1174.5, 1197.1, and 2699 in
28 connection with alleged violations of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,

227.3, 232, 232.5, 246, 404, 432, 510, 512, 558.1, 1102.5, 1174, 1194, 1194.2, 1197, 1197.5, 1198.5, 2800, 2802, and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be collectively referred to herein as the “Released Claims”.

c. Claims Not Released

The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period. It also excludes any claims simultaneously held by Class Members and/or Aggrieved Employees in the *Duley* Action.

d. General Release.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to the Release provided by the Plaintiffs in Sections 7.a and 7.b of this Agreement, each of the Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of final approval of this Agreement in connection with Plaintiffs’ employment with Defendants or the termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiffs stipulate and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted by law, the

provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

8. SETTLEMENT ADMINISTRATOR

A. Plaintiffs and Defendants, through their respective counsel, have selected Phoenix Settlement Administrators (“Phoenix”) to administer the Settlement, which includes but is not limited to distributing the Class Notice, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$7,950 will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$7,950, the difference between \$7,950 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,950, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members

(1) Within twenty (20) business days after the Preliminary Approval Date, Defendants’ Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member and/or Aggrieved Employee, including his or her: (1) name; (2) last known address(es) currently in Defendants’ possession, custody, or control; (3) last known telephone number(s) currently in Defendants’ possession, custody, or control; (4) last known Social Security Number(s) in Defendants’ possession, custody, or control; (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member and/or Aggrieved Employee; and (6) the Workweeks for each Settlement Class Member for the Class Period and Workweeks for each Aggrieved Employee

1 for the PAGA Period, respectively (hereafter, the “Class List”). The final Class List will be
2 designated as Highly Confidential, Attorneys’ Eyes Only, pursuant to the Court-approved
3 Stipulated Protective Order previously submitted by the Parties in the PAGA Action and which
4 was approved and entered by the Court on March 30, 2022, and provided by Defendants after the
5 Settlement Administrator signs and returns to Defendants’ Counsel the Acknowledgment and
6 Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List
7 shall be used only by the Settlement Administrator and only for purposes of administering the
8 Settlement and shall not be provided to Class Counsel, and nothing in this Settlement Agreement
9 limits the use of it for that purpose. The Settlement Administrator shall perform an address search
10 using the United States Postal Service National Change of Address (“NCOA”) database and
11 update the addresses contained on the Class List with the newly-found addresses, if any. Within
12 seven (7) calendar days, or soon thereafter, of receiving the Class List from Defendants, the
13 Settlement Administrator shall mail the Class Notice to the Settlement Class Members via first-
14 class regular U.S. Mail using the most current mailing address information available. The
15 Settlement Administrator shall maintain the Class List and digital copies of all the Settlement
16 Administrator’s records evidencing the giving of notice to any Settlement Class Member and/or
17 other records pertaining to its administration of the Settlement (including, without limitation,
18 records pertaining to Class Member queries, requests for exclusions, opt-outs, Workweek
19 disputes, and undeliverable mailing), for at least four (4) years from the Final Approval Date.

20 (2) The proposed Class Notice will include verbiage jointly agreed to by the
21 Parties and will set forth:

- 22 (a) the Settlement Class Member’s estimated Individual
23 Settlement Payment and Individual PAGA Payment, as
24 applicable, and the basis for each;
- 25 (b) the information required by California Rule of Court,
26 rule 3.766, subdivision (d);
- 27 (c) the material terms of the Settlement;
- 28 (d) the proposed Settlement Administration Costs;

- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out, objection and dispute procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement

1 Administrator with a forwarding address before the Response Deadline shall be promptly re-
2 mailed to the forwarding address affixed thereto.

3 (4) No later than seven (7) calendar days after the Response Deadline, the
4 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
5 completion of the notice process, including the number of attempts to obtain valid mailing
6 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
7 and copies of all Requests for Exclusion and Objections received by the Settlement
8 Administrator, if any.

9 **B. Objections.**

10 Only Participating Class Members may object to the Class Settlement; neither
11 Participating Class Members nor PAGA Aggrieved Employees may object to the PAGA
12 settlement. In order for any Settlement Class Member to object to this Class Settlement in
13 writing, or any term of it, he or she must do so by mailing a written objection to the Settlement
14 Administrator at the address provided on the Class Notice, with such objection postmarked no
15 later than the Response Deadline. The Settlement Administrator shall email a copy of the
16 Objection forthwith to Class Counsel and Defendants' counsel and attach copies of all Objections
17 to the Declaration it provides Class Counsel, which Class Counsel shall file in support of
18 Plaintiffs' Motion for Final Approval. To be valid, the Objection must be timely submitted and
19 must set forth the following in writing: (1) the Objector's name; (2) the Objector's address; (3)
20 the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a
21 statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the
22 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
23 support of the Objection. If a Settlement Class Member objects to the Class Settlement, the
24 Settlement Class Member will remain a member of the Settlement Class and if the Court approves
25 this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in
26 the same way and to the same extent as a Settlement Class Member who does not object. The
27 date of mailing of the Class Notice to the objecting Settlement Class Member shall be
28 conclusively determined according to the records of the Settlement Administrator. Settlement

1 Class Members need not object in writing to be heard at the Final Approval Hearing; they may
2 object or comment in person at the hearing at their own expense. Class Counsel and Defendants’
3 Counsel may respond to any objection lodged with the Court up to five (5) court days before the
4 Final Approval Hearing.

5 **C. Requesting Exclusion.**

6 Any Settlement Class Member may request exclusion from (*i.e.*, to “opt out” of) the Class
7 Settlement by mailing a written request to be excluded from the Class Settlement (“Request for
8 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
9 To be valid, a Request for Exclusion must be timely submitted and must include the following in
10 writing: (1) the Class Member’s name; (2) the Class Member’s Social Security Number; (3) the
11 Class Member’s signature; and (4) a statement that the Class Member seeks to be excluded from
12 the Settlement Class using the same or any other language standing for the proposition the Class
13 Member seeks to be excluded from the Settlement Class: “Please exclude me from the Settlement
14 Class in the *Hines v. Constellis Integrated Risk Management Services, et al.* matter. I understand
15 that by requesting exclusion, I will not participate in the class settlement and will not receive any
16 money from the class settlement.” The Settlement Administrator shall immediately provide
17 copies of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall report
18 the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in
19 advance of the Final Approval Hearing. Any Settlement Class Member who timely and properly
20 requests exclusion from the Settlement Class using this procedure will not be entitled to receive
21 any Individual Settlement Share from the Settlement and will not be bound by the Settlement
22 Agreement or have any right to object to, appeal, or comment on the Settlement as it relates to
23 the Class Settlement and Class Released Claims. Any Settlement Class Member who does not
24 opt out of the Settlement Class by submitting a timely and valid Request for Exclusion will be
25 bound by all terms of the Settlement, including those pertaining to the Class Released Claims, as
26 well as any Judgment that may be entered by the Court if Final Approval of the Class Settlement
27 is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
28 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the

1 Request for Exclusion will control and the Objection will be overruled. Settlement Class
2 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
3 Request for Exclusion from the Settlement Class will still be deemed to be Aggrieved Employees,
4 will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA
5 Released Claims.

6 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

7 Each Settlement Class Member may dispute the number of Workweeks attributed to him
8 or her with respect to the Individual Settlement Share on his or her Class Notice ("Workweek
9 Dispute"). Any such disputes must be in writing and mailed to the Settlement Administrator by
10 the Settlement Class Member, postmarked on or before the Response Deadline. To be valid, a
11 Workweek Dispute must be timely submitted and must include the following in writing: (1) the
12 Class Member's name, current mailing address, telephone number, the last four digits of his/her
13 social security number, and his/her signature; (2) a statement indicating that the Class Member
14 seeks to dispute the number of Workweeks credited to him or her, the time period(s) he or she
15 worked for Defendants during the Class Period, and the number of Workweeks that he or she
16 contends should be credited to him or her; and (3) documentation and/or other facts supporting
17 the Class Member's position. The Settlement Administrator shall immediately provide copies of
18 all Workweek Disputes (if any) to Class Counsel and counsel for Defendants. In response to any
19 timely Workweek Dispute, Defendants will first verify the information contained in the disputing
20 Class Member's personnel file and Defendants' payroll records. Unless the Class Member can
21 establish that the number of Workweeks credited to him or her is incorrect, by providing
22 documentation in support thereof or other details to substantiate his or her position, the total
23 number of Workweeks established by Defendants' records will control. Class Counsel and
24 Defendants' Counsel will then make a good faith effort to resolve the dispute informally before
25 the Final Approval Hearing. If counsel for the Parties cannot agree, the dispute shall be resolved
26 by the Settlement Administrator before the Final Approval Hearing, who shall examine the
27 records provided by the Defendants and the Class Member and shall be the final arbiter of
28 disputes relating to a Class Member's Workweeks. The Settlement Administrator's

determination regarding any such dispute shall be final for purposes of administering notice of the Settlement, subject to final review, determination, and approval by the Court.

**10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL
PAGA PAYMENTS**

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The total number of Workweeks

The Total Number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"), shall be determined from Defendants' records and shall be provided on the Class List provided by Defendants. Additionally, the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks"), shall be determined from Defendants' records and shall be provided on the Class List provided by Defendants.

B. To determine each Participating Class Member's Participating Individual Class Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Total Participating Class Member Workweeks") and use the following formula: Individual Settlement Share =

(Individual Participating Class Member's Workweeks ÷ Total Participating Class Member Workweeks) × Net Settlement Amount.

C. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks ÷ Total Aggrieved Employee PAGA Workweeks) x \$25,000.00 (the "PAGA Payment").

D. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment as applicable. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. In the event that any checks mailed to Participating Class Members and/or Aggrieved Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements of California Code of Civil Procedure section 384.

B. Funding of Settlement.

Within ten (10) business days following the occurrence of the Effective Date of the Settlement as defined above, Defendants shall remit payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes (as that term is defined herein) to the Settlement Administrator pursuant to Internal Revenue

Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders and subject to the conditions described herein.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiffs as approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

12. ATTORNEYS’ FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys’ fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to Three Hundred Fifty-Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$358,750.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel’s prosecution of this matter as set forth by declaration testimony in an amount up to Fifty Thousand Dollars and Zero Cents (\$50,000.00). Awards of attorneys’ fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys’ fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The “future” aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class

Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,000.00) payable to each of the named Plaintiffs, except for Plaintiff Hines who shall seek and Defendants shall not oppose a Service Award in an amount of Ten Thousand Dollars, and Zero Cents (\$10,000.00), for a total of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) to Plaintiffs for participation in and assistance with the Action. Any Service Award awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported to each named Plaintiff on an IRS Form 1099. If the Court approves the Service Award to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 25% as wages (to be reported on an IRS Form W2); 25% penalties; 25% statutory and other non-wage damages, and 25% interest, with such non-wage portions to be reported on an IRS Form 1099. Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that prior to distribution, each Individual Settlement Share due to a Participating Class Member will be subject to reduction for required employee-side payroll taxes, contributions and withholdings with respect to the wage portion of the Individual Settlement Share, which shall yield each Participating Class Member's "Individual Settlement Payment." The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in

1 accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income
2 tax withholding will also be made pursuant to applicable state and/or local withholding codes or
3 regulations.

4 b. Forms W-2 and/or Forms 1099 will be timely and correctly prepared and
5 distributed by the Settlement Administrator at times and in the manner required by the Internal
6 Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the
7 regulations promulgated thereunder, or other applicable tax law, is changed after the date of this
8 Agreement, the processes set forth in this Section may be modified in a manner to bring
9 Defendants into compliance with any such changes.

10 c. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
11 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
12 be relied upon as such within the meaning of United States Treasury Department Circular 230
13 (31 C.F.R. Part 10, as amended) or otherwise. Settlement Class Members and Aggrieved
14 Employees will be responsible for correctly characterizing the compensation that they receive
15 pursuant to the Form 1099 and for payment of any taxes owing on said amount(s).

16 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION AND**
17 **LWDA APPROVAL**

18 The Parties agree to allocate One Hundred Thousand Dollars and Zero Cents
19 (\$100,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
20 seventy-five percent (75%) of the amount allocated toward PAGA (\$75,00.00) will be paid to
21 the LWDA and twenty-five percent (25%) (\$25,00.00) will be distributed to Aggrieved
22 Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved
23 Employees during the PAGA Period.

24 Concurrently with the filing of the motion for preliminary approval of the settlement
25 under this Agreement, Plaintiffs and their counsel will comply with all requirements under
26 PAGA to give notice and make submissions regarding the proposed settlement to the LWDA,
27 and promptly provide written evidence thereof to Defendants counsel.

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1 **16. COURT APPROVAL**

2 This Agreement is contingent upon an order by the Court granting Final Approval of the
3 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
4 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
5 shall be restored to their respective positions in the Action prior to entry of this Settlement, except
6 as otherwise set forth herein. If this Settlement Agreement is voided, not approved by the Court
7 or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by
8 its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders
9 when denying approval; and/or (b) there are any terms and conditions in this Settlement
10 Agreement specifically stated to survive the Settlement Agreement being voided or not approved,
11 and which control in such an event.

12 **17. INCREASE IN WORKWEEKS**

13 Defendants represent that there are no more than 20,498 Workweeks worked through
14 the mediation date. In the event that it is determined that the number of Workweeks worked
15 by Class Members during the Class Period increases by more than 10%, or 2,050 Workweeks,
16 then the Gross Settlement Amount shall be increased by one percent (1%) for every one percent
17 (1%) increase in Workweeks over the 10% threshold. Thus, for example, if the number of
18 Workweeks worked during the Class Period increases by 12%, or 2,460 Workweeks, for a total
19 of 22,958 Workweeks (20,498 Workweeks + 2,460 Workweeks), then the Gross Settlement
20 Amount shall be increased by 2%, or \$20,500.00 (\$1,025,000.00 x .02), for an increased Gross
21 Settlement Amount of \$1,045,500.00 (\$1,025,000.00 + \$20,500.00).

22 **18. NOTICE OF JUDGMENT**

23 In addition to any duties set out herein, the Settlement Administrator shall provide
24 notice of the Final Judgment entered in the Action by posting the same on its website for a
25 period of no less than four (4) years.

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1 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS**
2 **FOR EXCLUSION**

3 Defendants shall retain the right to nullify the Agreement in the event that more than
4 five percent (5%) of Class Members submit timely and valid Requests for Exclusion. Should
5 the 5% threshold for opt outs be exceeded, the Settlement Administrator shall notify lead
6 counsel for all Parties via email immediately, and Defendants must provide written notice to
7 Class Counsel of their withdrawal within ten (10) calendar days of receiving sufficient
8 information to determine that the opt out rate exceeds 5%. If Defendants exercise this right, it
9 shall be solely responsible for the costs incurred for settlement administration up to the date of
10 nullification.

11 **20. CONFIDENTIALITY**

12 Except as otherwise agreed in writing between the Parties, both before and following
13 the execution of this Settlement Agreement by the Parties and their counsel, there will be no
14 direct or indirect comment or publication by Plaintiffs and Class Counsel of the settlement in
15 terms of affirmative or responsive media statements/comments, press releases or conferences,
16 website postings or content, social media postings or content, other Internet postings or content,
17 subscribed email messages, newsletters, disseminated updates, mass mailings, or any other
18 comment or publication to the press, media or public at large. This shall not apply to or limit
19 the public filing of motions or other case materials by Class Counsel in the Action related to
20 seeking and obtaining Court approval of the proposed settlement and the related awards of
21 attorneys fees and costs, enhancements and the other relief set forth in this Settlement
22 Agreement, or to communications between Class Counsel and Plaintiffs or Settlement Class
23 Members. Class Counsel may otherwise state only that the Action has been settled on terms
24 mutually agreeable to the Parties. The Parties understand and agree that there may be media
25 coverage of the settlement of the Action not initiated by Plaintiffs or Class Counsel, directly or
26 indirectly. It is also agreed and understood that the Parties and each and every Settlement Class
27 Member, may disclose the settlement to their families, plus their legal, tax, or accounting
28 advisors, insurance companies, or as required by law, regulatory rules or regulatory

1 requirements. Class Counsel may disclose the names of the Parties in the Action, the
2 venues/case numbers, and settlement details available in the public record, for the limited
3 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions or for
4 purposes of seeking approval of an unrelated settlement.

5 **21. SETTLEMENT WEBSITE**

6 The Parties agree that the Settlement Administrator may use U.S. mail and an
7 information-only website to provide notice and information about the settlement to Settlement
8 Class Members. The Settlement Administrator will use its own website to provide notice and
9 information about the Settlement. Reference to this Settlement on the Settlement
10 Administrator's website must be taken down within 45 days after the date the Settlement
11 Administrator must remit any unclaimed funds to the State, as set forth in Section 11.A of this
12 Agreement. No information about the Action or the settlement may be posted on Class
13 Counsel's websites or their social media without Defendants' prior written consent, except as
14 expressly set forth in this Agreement.

15 **22. MISCELLANEOUS PROVISIONS**

16 **A. Interpretation of the Agreement, Governing Law.**

17 This Agreement constitutes the entire agreement between the Parties with respect to its
18 subject matter. Except as expressly provided herein, this Agreement has not been executed in
19 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
20 written representations or terms shall modify, vary or contradict its terms. In entering into this
21 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
22 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
23 enforced under the laws of the State of California, both in its procedural and substantive aspects,
24 without regard to its conflict of law provisions. Any claim arising out of or relating to the
25 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
26 Court of the State of California for the County of Los Angeles, and Plaintiffs and Defendants
27 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
28 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,

1 and each of them, participated in the negotiation and drafting of this Agreement and had available
2 to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
3 Defendants may claim that any ambiguity in this Agreement should be construed against the
4 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
5 approved by the Court.

6 **B. Further Cooperation.**

7 The Parties and their respective attorneys shall proceed diligently to prepare and execute
8 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
9 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
10 will not take any action inconsistent with this Agreement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
12 Party has taken actions inconsistent with the Settlement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
14 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
15 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
16 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
17 opt-outs and/or objections.

18 **C. Counterparts.**

19 The Agreement may be executed in one or more actual or non-original counterparts,
20 including via DocuSign, all of which will be considered one and the same instrument and all of
21 which will be considered duplicate originals.

22 **D. Authority.**

23 Each individual signing below warrants that he or she has the authority to execute this
24 Agreement on behalf of the Party for whom or which that individual signs.

25 **E. Binding On Assign** This Settlement Agreement shall be binding upon and
26 inure to the benefit of the
27 Parties hereto and their respective heirs, trustees, executors, administrators, successors and
28 assigns.

1 **F. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **G. Jurisdiction of the Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
7 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
10 and all orders and judgments entered in connection therewith.

11 **H. Severability.**

12 In the event that one or more of the provisions contained in this Agreement shall for any
13 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
14 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
15 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
16 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

17
18 **IT IS SO AGREED:**

19 Dated: Apr 6, 2023, 2023


Delvin Hines (Apr 6, 2023 11:53 PDT)

DELVIN HINES
Plaintiff and Class Representative

20
21 Dated: _____, 2023

GERARLD FRANCEL
Plaintiff and Class Representative

22
23 Dated: _____, 2023

ROBERT ANDREWS
Plaintiff and Class Representative

24
25 Dated: _____, 2023

STEVEN CUETO
Plaintiff and Class Representative

1 **F. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **G. Jurisdiction of the Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
7 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
10 and all orders and judgments entered in connection therewith.

11 **H. Severability.**

12 In the event that one or more of the provisions contained in this Agreement shall for any
13 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
14 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
15 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
16 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

17
18 **IT IS SO AGREED:**

19 Dated: _____, 2023

DELVIN HINES
Plaintiff and Class Representative

21 Dated: **Apr 5, 2023**, 2023

Gerald Francel
Gerald Francel (Apr 5, 2023 16:05 PDT)

GERARLD FRANCEL
Plaintiff and Class Representative

24 Dated: _____, 2023

ROBERT ANDREWS
Plaintiff and Class Representative

27 Dated: _____, 2023

STEVEN CUETO
Plaintiff and Class Representative

1 **F. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

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7 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
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10 and all orders and judgments entered in connection therewith.

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14 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
15 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
16 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

17
18 **IT IS SO AGREED:**

19 Dated: _____, 2023

DELVIN HINES
Plaintiff and Class Representative

21 Dated: _____, 2023

GERARLD FRANCEL
Plaintiff and Class Representative

24 Dated: Apr 5, 2023, 2023


[robert andrews \(Apr 5, 2023 15:58 PDT\)](#)

ROBERT ANDREWS
Plaintiff and Class Representative

27 Dated: _____, 2023

STEVEN CUETO
Plaintiff and Class Representative

1 **F. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **G. Jurisdiction of the Court**

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6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
7 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
10 and all orders and judgments entered in connection therewith.

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12 In the event that one or more of the provisions contained in this Agreement shall for any
13 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
14 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
15 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
16 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

17
18 **IT IS SO AGREED:**

19 Dated: _____, 2023

DELVIN HINES
Plaintiff and Class Representative

21 Dated: _____, 2023

GERARLD FRANCEL
Plaintiff and Class Representative

24 Dated: _____, 2023

ROBERT ANDREWS
Plaintiff and Class Representative

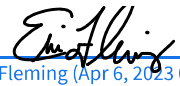
27 Dated: **Apr 5, 2023** _____, 2023

Steve Cueto

STEVEN CUETO
Plaintiff and Class Representative

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Dated: Apr 6, 2023, 2023


Eric Fleming (Apr 6, 2023 09:29 PDT)
ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: **Apr 5, 2023** _____, 2023


Robert Franco (Apr 5, 2023 15:58 PDT)
ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: Apr 10, 2023, 2023

Tracie Grove
Tracie Grove (Apr 10, 2023 11:27 PDT)

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: Apr 5, 2023 _____, 2023

Joshua McMichael
Joshua McMichael (Apr 5, 2023 15:47 PDT)

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: **Apr 5, 2023**, 2023



Leticia Falcon (Apr 5, 2023 15:46 PDT)
LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: Apr 7, 2023, 2023



Viet Truong (Apr 7, 2023 17:27 PDT)
VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: Apr 5, 2023, 2023


[Carlos Ulloa \(Apr 5, 2023 18:03 PDT\)](#)

CARLOS ULLOA
Plaintiff and Class Representative

Dated: _____, 2023

DANIEL LANGE
Plaintiff and Class Representative

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Dated: _____, 2023

ERIC FLEMING
Plaintiff and Class Representative

Dated: _____, 2023

ROBERTO FRANCO
Plaintiff and Class Representative

Dated: _____, 2023

TRACIE GROVE
Plaintiff and Class Representative

Dated: _____, 2023

JOSHUA MCMICHAEL
Plaintiff and Class Representative

Dated: _____, 2023

LETICIA FALCON
Plaintiff and Class Representative

Dated: _____, 2023

VIET TRUONG
Plaintiff and Class Representative

Dated: _____, 2023

CARLOS ULLOA
Plaintiff and Class Representative

Dated: Apr 10, 2023, 2023

D. Lange

DANIEL LANGE
Plaintiff and Class Representative

1 Dated: _____, 2023

CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES
Defendant

By: _____

Its: _____

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7 Dated _____, 2023

CENTERRA SERVICES INTERNATIONAL,
INC.
Defendant

By: _____

Its: _____

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13 Dated _____, 2023

CENTERRA GROUP, LLC
Defendant

By: _____

Its: _____

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18 **AGREED AS TO FORM:**

19
20 Dated: 3/29 _____, 2023

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs

21
22
23
24 Dated: _____, 2023

SABRINA A. BELDNER
ANDREW W. RUSSELL
Counsel for Defendants

1 Dated: March 23, 2023


CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES
Defendant

2 By: Todd S. Rouse

3 Its: Deputy General Counsel

4
5
6 Dated: March 23, 2023


CENTERRA SERVICES INTERNATIONAL,
INC.
Defendant

7 By: Todd S. Rouse

8 Its: Deputy General Counsel

9
10
11 Dated: March 23, 2023


CENTERRA GROUP, LLC
Defendant

12 By: Todd S. Rouse

13 Its: Deputy General Counsel

14
15
16
17
18 **AGREED AS TO FORM:**

19
20 Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs

21
22
23
24 Dated: March 23, 2023



SABRINA A. BELDNER
ANDREW W. RUSSELL
Counsel for Defendants