

Matthew C. Sgnilek, Esq. (State Bar No. 235299)
msgnilek@ohaganmeyer.com
Andrea Rosenkranz, Esq. (State Bar No. 301559)
arosenkranz@ohaganmeyer.com
O'HAGAN MEYER LLC
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626
Telephone: (949) 942-8500
Facsimile: (949) 942-8510

Attorneys for Defendant
MAVERICK AEROSPACE, LLC

Justin Lo, SBN 280102
justin@worklawyers.com
WORK LAWYERS, PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (866) 496-7552
Facsimile: (424) 355-8335

Attorney for Plaintiff,
FERNANDO PEREYRA,
individually and on behalf of the putative class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

FERNANDO PEREYRA, individually and on
behalf of the putative class,

Plaintiff,

vs.

MAVERICK AEROSPACE, LLC, and DOES 1-
50, inclusive,

Defendants.

Case No.: 20STCV29642

CLASS ACTION

**REVISED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Assigned for All Purposes to the Hon.
Elihu M. Berle, Dept. SS6]*

Complaint Filed: August 4, 2020
FAC Filed: March 17, 2022
Trial: Not Yet Set

This Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Agreement") is made and entered into by and between Plaintiff FERNANDO PEREYRA ("Plaintiff" or "Class Representative"), individually and on behalf of all putative class members, and

1 Defendant MAVERICK AEROSPACE, LLC (“Defendant”). Plaintiff and Defendant are collectively
2 referred to herein as “the Parties.”

3 **I. DEFINITIONS**

4 The following definitions are applicable to this Settlement, in addition to other terms defined
5 elsewhere in this Settlement:

6 1. “Superior Court” shall mean the Superior Court of California for the County of Los
7 Angeles.

8 2. The “Action” shall mean the operative Complaint of the civil action commenced on
9 August 4, 2020, filed and maintained by Plaintiff against Defendant in the Superior Court of
10 California, County of Los Angeles, Case No. 20STCV29642.

11 3. The “Class Period” shall mean the period of time from August 4, 2016, through March
12 6, 2022 (i.e., 60 days following acceptance of the mediator’s proposal on January 7, 2022).

13 4. “Class” shall mean all persons who, during the Class Period, have previously been or
14 currently are employed in California by Defendant, as an hourly-paid, non-exempt employee. “Class
15 Member” shall mean an individual who is a member of the Class (or if any such person is incompetent,
16 deceased, or unavailable due to military service, the person’s legal representative or successor in
17 interest evidenced by reasonable verification).

18 5. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action, Justin
19 Lo of Work Lawyers, PC.

20 6. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
21 Matthew C. Sgnilek, Esq. and Andrea Rosenkranz, Esq. of O’Hagan Meyer.

22 7. “Non-Participating Class Member” shall mean a Class Member who submits a
23 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
24 provided in the Class Notice.

25 8. The “PAGA Period” shall mean the period of time from May 26, 2019, through March
26 6, 2022 (i.e., 60 days following acceptance of the mediator’s proposal on January 7, 2022).

27 9. The “PAGA Group” shall mean all persons who, during the PAGA Period, have
28 previously been or currently are employed in California by Defendant, as an hourly-paid, non-exempt

1 employee. "PAGA Group Member" shall mean an individual who is a member of the PAGA Group
2 (or if any such person is incompetent, deceased, or unavailable due to military service, the person's
3 legal representative or successor in interest evidenced by reasonable verification).

4 10. "Participating Class Member" shall mean all Class Members who have not submitted
5 a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
6 provided in the Class Notice.

7 11. "Preliminary Approval" shall mean the Superior Court's preliminary approval of the
8 Settlement without material change that the Parties anticipate will be made following submission of
9 this Agreement to the Court.

10 12. "Settlement Administrator" shall mean Phoenix Settlement Administrators proposed
11 by the Parties and appointed by the Superior Court to administer the Settlement.

12 13. "Class Counsel Fees Payment" shall mean one-third of the Maximum Settlement
13 Amount (currently estimated to be Ninety-Eight Thousand, Three Hundred and Thirty-Three Dollars
14 and Thirty-Three Cents (\$98,333.33)) subject to approval by the Superior Court as Class Counsel's
15 attorneys' fees incurred in connection with the Action, including fees incurred in pre-filing
16 investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-
17 Settlement compliance procedures.

18 14. "Class Counsel Litigation Expenses Payment" shall mean the actual litigation
19 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred
20 in connection with the Action, including pre-filing investigation, filing of the Action, and all related
21 litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel's
22 expenses are not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

23 15. "Class Representative Payment" shall mean the special payment made to Plaintiff in
24 his capacity as Class Representative to compensate him for prosecuting the Action, and performing
25 work in support of the Action, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00),
26 subject to approval by the Superior Court.

27 16. "LWDA Payment" shall mean the payment to the California Labor and Workforce
28 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to

the claim for penalties under the California Labor Code Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“PAGA”). Specifically, Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which shall constitute the LWDA’s seventy-five percent (75%) share of Ten Thousand Dollars and Zero Cents (\$10,000.00) in civil penalties paid under this Settlement. The remaining Two Thousand, Five Hundred Dollars and Zero Cents (\$2,500.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group Member (“PAGA Payment”).

17. “Settlement Administrator Payment” shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

18. “Workweek” shall mean any week in which a Class Member actually performed paid work for Defendant during the Class Period as an hourly-paid, non-exempt employee.

19. “Individual Workweeks” shall mean the number of Workweeks for an individual Class Member.

20. “Pay Period” shall mean any pay period in which a Class Member actually received payment from Defendant as an hourly-paid, non-exempt employee.

21. “Individual Pay Periods” shall mean the number of Pay Periods for an individual PAGA Group Member.

22. “Settlement Share” shall mean the value of each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

23. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share of the PAGA Payment as provided by this Agreement.

24. “Maximum Settlement Amount” shall mean the maximum settlement amount of Two Hundred and Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00) payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to Paragraph 25 below, exclusive of the normal employer’s share of any payroll taxes attributable to the Settlement Share payments allocated to wages. Defendant’s payment of the normal employer’s share of payroll taxes will be made separately and shall not come from the Maximum Settlement Amount.

25. Defendant represents that as of January 7, 2022, the number of Workweeks in the

1 Class Period is approximately 11,790. Should the number of Workweeks as of March 6, 2022
2 (i.e., 60 days following acceptance of the mediator's proposal on January 7, 2022) increase by 10%
3 or more (i.e., to more than 12,969 Workweeks), the Maximum Settlement Amount shall increase
4 by the same number of percentage points above 10% as the actual number of Workweeks above 11,790.
5 For example, if as of March 6, 2022 (i.e., 60 days following acceptance of the mediator's proposal on
6 January 7, 2022) the number of Workweeks during the Class Period is 13,205 (i.e., 12% above
7 11,790), then the Maximum Settlement Amount shall increase by 2% (i.e., to \$300,900.00).

8 26. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the
9 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment
10 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by
11 the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment
12 approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior
13 Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel
14 Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement
15 as approved by the Superior Court.

16 27. "Class Notice" shall mean the Notice of Proposed Settlement, Preliminary Approval
17 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
18 **Exhibit A**. The Class Notice shall further contain (i) a Class Member's first and last name, (ii) last
19 known address, (iii) employee identification number, if applicable, (iv) the Class Member's
20 Individual Workweeks, (v) the PAGA Group Member's Individual Pay Periods, if applicable; (vi) the
21 Class Member's estimated amount of the Settlement Share; and (vii) the PAGA Group Member's
22 estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the Class
23 Members with instructions on how to opt-out of and/or object to the Settlement.

24 28. "Effective Date" shall mean the first business day following the last of the following
25 occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene
26 and/or timely motion to vacate the judgment, then the date the Court enters an order granting Final
27 Approval of the Settlement; (ii) if a Class Member both objects and either files a timely motion to
28 intervene or timely motion to vacate the judgment, then sixty-one (61) days following the date the

1 Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a Class Member
2 both objects and also files a timely motion to intervene or files a motion to vacate the Judgment and
3 also files a timely appeal, then the date of final resolution of that appeal (including any requests for
4 rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the
5 Settlement in its entirety, with no further challenge to the Settlement being possible. The occurrence
6 of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the
7 Settlement Account.

8 29. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
9 Court to determine whether to finally approve and implement the terms of this Settlement.

10 30. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that
11 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this
12 Action.

13 31. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable
14 to any and all government agencies incurred for any payments of Settlement Shares to Participating
15 Class Members pursuant to this Settlement.

16 **II. RECITALS**

17 32. On May 26, 2020, Class Counsel, on behalf of Plaintiff and the PAGA Group, gave
18 written notice to the Labor Workforce and Development Agency ("LWDA") of the Labor Code
19 violations Defendant is alleged to have violated ("LWDA Exhaustion Letter"). On August 4, 2020,
20 Plaintiff commenced the Action against Defendant by filing a Complaint in the Superior Court. In
21 the Complaint, Plaintiff, on behalf of himself and all others similarly situated alleged causes of action
22 for: (1) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (2) Failure to Provide Rest
23 Periods or Compensation in Lieu Thereof; (3) Failure to Pay Overtime Wages; (4) Failure to Pay
24 Minimum Wages; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Pay All
25 Wages Due Upon Separation; (7) Failure to Maintain Required Records; (8) Failure to Furnish
26 Accurate, Itemized Wage Statements; and (9) Violation of Business and Professions Code § 17200,
27 *et seq.* On March 17, 2022, Plaintiff amended his Complaint to add a tenth cause of action for Civil
28 Penalties pursuant Labor Code § 2699, *et seq.* Based on these allegations, Plaintiff alleged that he

1 and all others similarly situated were entitled to unpaid wages, liquidated damages, statutory
2 penalties, civil penalties, attorneys' fees, and costs of litigation, among other remedies.

3 33. Defendant denies and continues to deny all of Plaintiff's material allegations.
4 Specifically, Defendant contend (1) it did not fail to pay the Class the minimum wage or overtime
5 compensation; (2) paid the Class for all hours worked; (3) it provided the Class with all meal periods
6 according to law; (4) it provided the Class with all rest periods according to law; (5) it did not fail to
7 timely pay the Class wages due and owing during employment and/or upon separation; (6) it provided
8 the Class with accurate itemized wage statements, consistent with Labor Code Section 226; (7) it
9 properly maintained all payroll records; (8) it did not violate Business & Professions Code Section
10 17200, *et seq.*; (9) the PAGA Group is not entitled to penalties under PAGA; and (10) Defendant is
11 not liable for damages, including unpaid wages, liquidated damages, statutory penalties, attorneys'
12 fees, or costs of litigation to the Class.

13 34. In connection with the Action, and in order to work toward a mediated resolution
14 without the time and expense of formal discovery, the Parties produced voluminous documents and
15 data (including, by Defendant, human resources documents and policies, time records, and payroll
16 data during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

17 35. On June 16, 2021, the Parties in Action participated in a full day of mediation before
18 an experienced employment and class action mediator, Steve Serratore, Esq. (the "Mediation").
19 Although the Parties were unable to come to a resolution at the Mediation, they engaged in ongoing
20 settlement negotiations. Ultimately, on January 5, 2022, Mr. Serratore issued a mediator's proposal,
21 which was accepted by both Parties on January 7, 2022.

22 36. The Settlement described in this Agreement represents a compromise and settlement
23 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
24 by Defendant that Plaintiff's claims in the Action have any merit or that it has any liability to Plaintiff,
25 the Class, the PAGA Group or the State on those claims, or as an admission by Plaintiff that
26 Defendant's defenses in Action have any merit. This Settlement is intended to fully, finally, and
27 forever compromise, release, resolve, discharge, and settle the released claims subject to the terms
28 and conditions set forth in this Settlement.

37. Based on its own thorough, independent investigation and evaluation of this case, Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendant including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendant contends that it has no liability in the Action, Defense Counsel shares Class Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

38. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

39. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing no earlier than 120 days from the date of the order granting Preliminary Approval of the Settlement, and approving the Class Notice (attached as **Exhibit A** to this Stipulation) ("Motion for Preliminary Approval"). Any unresolved disagreement among the Parties concerning the Class Notice or other documents necessary to implement the Settlement will be referred first to Steve Serratore, Esq., and if no resolution is reached, then to the Superior Court.

40. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final Approval Hearing no earlier than 120 days from the date of the order granting Preliminary Approval.

41. Should the Superior Court require any amendments to this Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's Preliminary Approval.

42. Should the Superior Court decline to preliminarily approve any material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. In such event, the Parties shall be returned to their respective positions as of the date and time

1 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
2 if this Agreement had not been executed.

3 43. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
4 every Class Member will be provided with the Class Notice (in English and Spanish) which will
5 include the Class Notice completed to reflect the order granting Preliminary Approval of the
6 Settlement and the Class Member's information as follows:

7 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
8 granted, Defendant will provide to the Settlement Administrator the "Class Members' Data," which
9 shall consist of an electronic database containing (i) each Class Member's first and last name, (ii) last
10 known mailing address, (iii) the Class Member's Social Security number or Tax ID, (iv) the Class
11 Member's total number of Individual Workweeks, and (v) the Class/PAGA Group Members' total
12 number of Individual Pay Periods, if applicable. If any or all of the Class Members' Data are
13 unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
14 Defendant are required to submit the Class Members' Data to the Settlement Administrator and the
15 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
16 prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree,
17 the dispute will be resolved by the Settlement Administrator as provided in Paragraph 46. This
18 information will otherwise remain confidential and will not be disclosed to anyone, except as required
19 to applicable taxing authorities, as required to carry out the reasonable efforts to identify Class
20 Member information as described in Paragraph 43(c), pursuant to Defendant's express written
21 authorization, or by order of the Superior Court.

22 (b) Within seven (7) days after receiving the Class Members' Data, or as soon
23 thereafter as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified
24 Class Members via first-class U.S. Mail using the mailing address information provided by
25 Defendant, unless modified by any updated address information that the Settlement Administrator
26 obtains in the course of administration of the Settlement.

27 (c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect
28 address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of

1 the returned packet, search for a more current address for the Class Member and re-mail the Class
2 Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and
3 otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more
4 current address. The Settlement Administrator will be responsible for taking reasonable steps,
5 consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of
6 any Class Member for whom a Class Notice is returned by the U.S. Postal Service. These reasonable
7 steps shall include the tracking of all undelivered mail; performing address searches for all mail
8 returned without a forwarding address; and promptly re-mailing to Class Members for whom new
9 addresses are found. Any such Class Members who failed to receive a Class Notice, or who were
10 subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen
11 (14) days to opt out or object to the Settlement.

12 (d) The Settlement Administrator will inform Class Counsel and Defense Counsel
13 of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status
14 report.

15 (e) Not later than ten (10) court days prior to the Final Approval Hearing, the
16 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
17 compliance with its obligations under this Settlement. The declaration will be filed with the papers
18 submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement
19 Administrator will supplement its declaration of due diligence if any material changes occur from the
20 date of the filing of its prior declaration. Final judgment of this matter will be posted on the Settlement
21 Administrator's website.

22 44. **Participating Class Members; Requests for Exclusion from Class Settlement; and**
23 **Objections to Settlement.** Class Members may submit requests to be excluded from the effect of
24 the Settlement; or objections to the Settlement, pursuant to the following procedures:

25 (a) **Participating Class Members.** Each Class Member shall be deemed to be a
26 Participating Class Member unless they submit a complete, timely, and valid request to be excluded
27 from the effect of the Settlement as provided below. All Participating Class Members shall be bound
28 by the provisions and releases contained in this Settlement.

(b) **Request for Exclusion from Settlement.** Class Members who wish to exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests may be submitted to the Settlement Administrator via U.S. Mail only. Class Members must complete, sign, date, and timely return an Exclusion Request to the Settlement Administrator to exclude themselves from the Settlement, setting forth their (i) name, (ii) address, (iii) last four digits of their Social Security number, and (iv) the following statement or a similar statement: “I wish to exclude myself from the settlement reached in the matter of *Pereyra v. Maverick Aerospace, LLC*. I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter.” A Class Member who does not complete and submit a valid and timely Exclusion Request in the manner and by the deadline specified above will remain a Participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. A Class Member who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right to object, appeal, or comment thereon. To be valid, Exclusion Requests must be completed in full, signed, and returned to the Settlement Administrator before the expiration of the Exclusion Period. Non-Participating Class Members will not be permitted to file objections to the Settlement and/or appear at the Final Approval Hearing to voice any objections to the Settlement. Members of the PAGA Group cannot seek to exclude themselves from the Settlement of the PAGA claim, but retain all rights to exclude themselves from the Class Settlement as delineated herein. The Settlement Administrator will provide Class Counsel, Defense Counsel, and the Superior Court with only the names of the Non-Participating Class Members.

(c) **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Settlement and who wishes to object to the

1 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
2 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement which
3 sets forth the grounds for the objection and the other information required by Paragraph 44(d). The
4 objection must be served as follows:

5
6 *Pereyra v. Maverick Aerospace, LLC*

7 c/o Phoenix Settlement Administrators

8 P.O. Box 7208

9 Orange, CA 92863
10

11 (d) The written objection must state the Class Member's (i) name, (ii) address, (iii)
12 last four digits of their Social Security number, and (iv) the dates of the Class Member's employment
13 with Defendant. The written objection must state the basis for each objection in clear and concise
14 terms. The written objection shall also state whether the Class Member intends to appear and object
15 at the Final Approval Hearing. A Class Member who does not serve a written objection in the manner
16 and by the deadline specified may appear at the Final Approval Hearing to state their objection to the
17 Settlement. If a Class Member fails to submit a written objection or to appear at the Final Approval
18 hearing to make an oral objection, the Class Member will be deemed to have waived all objections
19 and will be foreclosed from making any objections – whether by appeal or otherwise – to the
20 Settlement.

21 (e) If a Class Member submits both a Request for Exclusion and a written
22 objection, the Settlement Administrator shall attempt to contact and determine whether the Class
23 Member would like to withdraw either the Request for Exclusion or the objection. If the Class
24 Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot
25 contact a Class Member who submits both a Request for Exclusion and an objection, the Request for
26 Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate
27 in the Settlement.

28 (f) If the Superior Court rejects the Class Member's objection, or if the Superior

1 Court approves the settlement despite any objections, the Class Member will be deemed to be a
2 Participating Class Member and will be bound by the terms of this Settlement.

3 (g) A Class Member who timely submits a valid Exclusion Request will not
4 participate in, or be bound by, the Settlement of the Judgment and will not receive any payment
5 pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA
6 Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the
7 Settlement and Judgment, except for the release of the PAGA Group Released Claims if the Class
8 Member is a PAGA Group Member, and will not have any right to object, appeal, or comment
9 thereon.

10 45. **Report.** Not later than seven (7) days after the deadline for submission of requests to
11 be excluded and/or objections, the Settlement Administrator will provide Defendant, through Defense
12 Counsel, with a complete and accurate list of names for all Participating Class Members, all Non-
13 Participating Class Members, all PAGA Group members, and all Class Members who objected to the
14 settlement. The report shall also be accompanied by an itemized calculation of the Settlement Shares
15 for each Participating Class Member. The Settlement Administrator shall also provide both Parties
16 with a report identifying the number of Participating Class Members, the number of Non-Participating
17 Class Members, the number of PAGA Group members, and the number of Class Members who
18 submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class
19 Members who object to the Settlement.

20 46. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class
21 Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks
22 and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group
23 Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class
24 Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice with a
25 statement of the number of Workweeks and/or Pay Periods that he or she contends were worked and
26 include any documentation the Class Member and/or PAGA Group Member has to support their
27 contention. The Settlement Administrator shall notify Defendant of the dispute and provide them
28 with a copy of the Class Notice and any documentation received in support of the dispute within three

(3) court days of receipt thereof. Defendant shall review their payroll and personnel records and verify the correct number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's notification. Defendant's records will have a rebuttable presumption of accuracy. After consultation with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group Member, the Settlement Administrator will, within three (3) court days of Defendant's verification, make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member and/or PAGA Group Member, and is not appealable.

47. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely request to be excluded from the Settlement and are deemed to be Non-Participating Class Members, then Defendant shall have the unilateral right to void this Settlement. Defendant may do so by giving notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen (14) days after the Settlement Administrator issues its report identifying the number of Participating Class Members, the number of Non-Participating Class Members, and the number of Class Members who objected to the settlement as described in Paragraph 44(c). Notwithstanding any other provisions in this Settlement, no sums shall be payable by Defendant in the event that this Settlement is voided as provided for herein.

48. **Additional Briefing and Final Approval.**

(a) Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will prepare and the Parties will jointly file with the Superior Court a Motion for Final Approval of the Settlement, including payment of the Settlement Administrator's Payment, and a memorandum in support of their motion ("Motion for Final Approval"). Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendant and file with the Superior Court a Motion for Awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this

1 Settlement, and memoranda in support of its motion. Absent the escalator provision outlined in
2 Paragraph 25, if applicable, Plaintiff will not seek additional fees from Defendant or an increase in
3 the Maximum Settlement Amount as part of the Motion for awards of the Class Representative
4 Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

5 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
6 shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or
7 reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion
8 is filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Awards of the
9 Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation
10 Expenses Payment, to the extent that any opposition to said Motion is filed.

11 (c) If the Superior Court ultimately does not grant final approval of the Settlement
12 or grants final approval conditioned on any material change to the Settlement that is not agreed to by
13 one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is
14 voided in this manner, the Parties will have no further obligations under the Settlement, including any
15 obligation by Defendant to pay any amounts that otherwise would have been payable under this
16 Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and
17 expenses incurred as of the date that the Party exercises the right to void the Settlement under this
18 paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined
19 in the accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**.
20 However, an award by the Superior Court of a lesser amount than that sought by Plaintiff and Class
21 Counsel for the Class Representative Payment, the Class Counsel Fees Payment, and/or the Class
22 Counsel Litigation Expenses Payment, will not constitute a material change to the Settlement within
23 the meaning of this paragraph.

24 (d) Upon final approval of the Settlement by the Superior Court at or after the Final
25 Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed
26 Final Order and Judgment. The entry of the Final Order and Judgment shall permanently bar all
27 Participating Class Members from prosecuting against Defendant any claims or causes of action of
28 any kind up through the date of Final Approval, which were or could have been brought in this Action,

1 whether known or unknown, as well as all claims as set forth in the Release contained in Section V
2 of this Agreement.

3 (e) After entry of the Judgment, the Superior Court will have continuing
4 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
5 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
6 may be appropriate under court rules or applicable law.

7 49. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
8 and conditions of this Settlement, Plaintiff, Participating Class Members, Defendant, and their
9 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights
10 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
11 motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary
12 writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The
13 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings,
14 or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation
15 of the Settlement (including making payments under the Settlement) will be suspended until such
16 time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement,
17 becomes Final.

18 50. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**
19 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
20 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
21 that there is a material modification to the Settlement, and that court's decision is not completely
22 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
23 have the right to void the Settlement, which the Party must do by giving written notice to the other
24 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the
25 reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final.
26 For the purposes of this paragraph, a "material change" is a change to the terms outlined in the
27 accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**. A
28 vacation, reversal, or modification of the Superior Court's award of the Class Representative

1 Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment will
2 not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
3 this paragraph.

4 **51. Establishment of Settlement Account.** The Settlement Administrator shall establish
5 a Settlement Account within ten (10) days of the Effective Date and notify the Parties when the
6 Settlement Account has been established. The Settlement Administrator shall also provide Defendant
7 with an itemized statement for the total amount to be deposited into the Settlement Account, which
8 shall equal the Maximum Settlement Amount (“Settlement Account Deposit”). Within ten (10) days
9 after receiving notification of the Settlement Account and statement for the Settlement Account
10 Deposit, Defendant shall pay into the Settlement Account an amount equal to the Settlement Account
11 Deposit. Defendant shall have no obligation to pay any additional funds into the Settlement Account.

12 **52. Payment of Settlement Shares.** The Settlement Administrator shall pay to each
13 Participating Class Member his or her Settlement Share from the Settlement Account. The Settlement
14 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
15 withholdings to the Participating Class Member at the address indicated in the Class Member’s Data.
16 Such payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days
17 of its receipt of the Settlement Account Deposit from Defendant.

18 **53. Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to each
19 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
20 Administrator shall pay each PAGA Payment Share by sending a check in the appropriate amount to
21 the PAGA Group Member at the address indicated in the PAGA Group Member’s Data. Such
22 payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its
23 receipt of the Settlement Account Deposit from Defendant.

24 **54. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid
25 to Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred
26 and eighty (180) calendar days from the date of their issuance. A Participating Class Member must
27 cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is
28 mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment Share check

1 within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains
2 uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
3 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,
4 the Settlement Administrator shall take all reasonable efforts to identify the Participating Class
5 Member's and/or PAGA Group Member's correct address, including the performance of a "skip-
6 trace." If an updated address can be identified, the Settlement Administrator shall issue another check
7 to the Participating Class Member and/or PAGA Group Member and mail it to the Participating Class
8 Member and/or PAGA Group Member at his or her updated address. If an updated address for the
9 Participating Class Member and/or PAGA Group Member cannot be identified, if a reissued check is
10 once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains
11 uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an
12 accounting of such funds and shall give notice to the Parties of the total balance of uncashed
13 Settlement Shares and/or PAGA Payment Shares. A Participating Class Member who fails to
14 negotiate or receive their Settlement Share check despite the procedures described above shall
15 nevertheless remain bound by the Settlement and the releases contained herein. A PAGA Group
16 Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures
17 described above shall nevertheless remain bound by the Settlement and the releases contained herein.

18 55. The funds represented by Settlement Share and/or PAGA Payment Share checks
19 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be
20 voided and then shall be transmitted to the Controller of the State of California to be held pursuant to
21 the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
22 Participating Class Members and/or PAGA Group Members who did not cash their checks until such
23 time they claim their property. The Parties agree that this disposition results in no "unpaid residue"
24 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out
25 to Participating Class Members, whether or not they all cash their settlement checks.

26 56. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days
27 after final disbursement of all funds from the Settlement Account, the Settlement Administrator will
28 serve on the Parties and file with the Superior Court a declaration providing a final summary report

1 on the disbursements of all funds from the Settlement Account. Within ten (10) days after
2 transmission of any remaining unclaimed funds to Controller of the State of California the Settlement
3 Administrator will serve on the Parties and file with the Superior Court a declaration providing a final
4 summary report on the transmission of any remaining unclaimed funds to Controller of the State of
5 California as outlined Paragraph 55.

6 **IV. SETTLEMENT TERMS AND CONDITIONS**

7 **57. Conditional Certification for Settlement Purposes.** Solely for the purposes of
8 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the
9 conditional certification of the following Settlement Class: “all persons who, during the Class Period,
10 have previously been or currently are employed in California by Defendant as an hourly-paid non-
11 exempt employee.” The Parties agree that if for any reason the Settlement is not preliminarily and/or
12 finally approved, the conditional certification of the Settlement Class will be of no force or effect,
13 does not constitute an admission by Defendant that class certification is proper, and will not be
14 deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class
15 certification.

16 **58. Settlement Shares.** Subject to the terms and conditions of this Settlement, the
17 Settlement Administrator will calculate the Settlement Shares for each Class Member within ten (10)
18 days after Defendant provide the Settlement Administrator with the Class Members’ Data. The
19 Settlement Share for each Class Member will be calculated as follows, understanding that the
20 formulas below do not constitute an admission by either Party, and are intended only to provide a
21 practical means to simplify and administer the claims process:

22 (a) **Number of Class Members and Workweeks.** Defendant shall determine the
23 total number of Class Members and the aggregate number of Workweeks for those Class Members
24 as of the time of Preliminary Approval. This information shall be provided to the Settlement
25 Administrator along with the Class Members’ Data as described in Paragraph 43(a) above.

26 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
27 determine the value of a Workweek (“Workweek Value”) by taking the Net Settlement Amount and
28 dividing it by the sum of all Class Members’ Workweeks who do not opt out of the Settlement.

1 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall assign
2 to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value
3 multiplied by each Participating Class Member's Individual Workweeks. Upon calculation of the
4 Participating Class Members' Settlement Shares, the Settlement Administrator shall furnish to Class
5 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
6 the Class Members with their corresponding Individual Workweeks and Settlement Shares.

7 59. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
8 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
9 within ten (10) days after Defendant provide the Settlement Administrator with the PAGA Group
10 Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as
11 follows, understanding that the formulas below do not constitute an admission by either Party, and
12 are intended only to provide a practical means to simplify and administer the claims process:

13 (a) **Number of PAGA Group Members and Pay Periods.** Defendant shall
14 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
15 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
16 provided to the Settlement Administrator along with the Class Members' Data as described in
17 Paragraph 43(a) above.

18 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
19 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and
20 dividing it by the sum of all PAGA Group Members' Pay Periods.

21 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
22 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period
23 Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the
24 PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class
25 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
26 the PAGA Group Members with their corresponding Individual Pay Periods and PAGA Payment
27 Shares.

28 60. **Taxes and Withholdings.** Each Settlement Share is intended to settle the Class

Members' claims for unpaid wages and penalties. Accordingly, ten percent (10%) of each Settlement Share shall represent unpaid wages and the remaining ninety percent (90%) of each Settlement Share shall represent penalties and interest. The portion of the Settlement Share representing unpaid wages shall be paid to each Participating Class Member subject to any applicable employee-side tax withholdings and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of the Settlement Share representing penalties shall be paid to the Participating Class Member in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for that amount. Each Participating Class Member shall be individually responsible for their own share of applicable income tax withholdings and deductions from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099 will be issued. Defendant shall be responsible for payment of the Employer Payroll Tax attributable to the Settlement Share payments constituting wages. The Employer's Payroll Tax shall not be deducted from the Maximum Settlement Amount and shall not be included in any payments of Settlement Shares. The Parties agree and understand that Defendant have not made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendant and each Participating Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

61. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for that amount, to the extent the PAGA Group Member's PAGA Payment Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each PAGA Group Member shall be individually responsible for their own share of applicable income tax withholdings and deductions for his or her PAGA Payment Share.

1 **62. Total Payment Amount.** In no event will Defendant be required to pay more than
2 the Maximum Settlement Amount for distribution to the Plaintiff, Class Counsel, Participating Class
3 Members, PAGA Group Members, LWDA, Settlement Administrator, or for any other costs or
4 expenses not otherwise enumerated. However, Defendant shall be responsible for paying any
5 Employer Payroll Taxes for the payment of Settlement Shares attributable to wages, which shall not
6 be paid from the Settlement Account and shall not be included in the Maximum Settlement Amount.

7 **63. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
8 conditions of this Settlement, the Settlement Administrator will make the following payments out of
9 the Maximum Settlement Amount as follows:

10 **(a) To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
11 Superior Court for a Class Representative Payment in an amount not to exceed Ten Thousand Dollars
12 and Zero Cents (\$10,000.00). Defendant will not oppose this Class Representative Payment. The
13 Settlement Administrator will pay the Class Representative Payment approved by the Superior Court
14 out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be taken
15 from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this
16 payment.

17 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the
18 Class Counsel Fees Payment in an amount not to exceed Ninety-Eight Thousand, Three Hundred and
19 Thirty-Three Dollars and Thirty-Three Cents, or one-third (1/3) of the Maximum Settlement Amount.
20 Class Counsel will also submit to the Superior Court a memorandum of costs for the Class Counsel
21 Litigation Expenses Payment in an amount not to Twenty Thousand Dollars and Zero Cents
22 (\$20,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement Amount.
23 Defendant will not oppose these requests. The Settlement Administrator will pay the amounts
24 approved by the Superior Court out of the Maximum Settlement Amount. Withholding and
25 deductions will not be taken from the Class Counsel Fees Payment or Class Counsel Litigation
26 Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with respect to
27 those payments.

28 **(c) To the LWDA:** As part of their Motions for Preliminary and Final Approval,

1 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount
2 of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which shall constitute the
3 LWDA's seventy-five percent (75%) share of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
4 civil penalties paid under this Settlement. The remaining Two Thousand, Five Hundred Dollars and
5 Zero Cents (\$2,500.00) in civil penalties shall be distributed on a *pro rata* basis based upon the
6 number of pay periods worked by each PAGA Group Member ("PAGA Payment").

7 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
8 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
9 Court, which are estimated not to exceed Seven Thousand, Seven Hundred and Fifty Dollars and Zero
10 Cents (\$7,750.00).

11 64. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
12 to appoint Phoenix Class Action Administrators, a qualified and experienced administrator based in
13 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition
14 of appointment, will agree to be bound by this Agreement with respect to the performance of its duties
15 and its compensation. The Settlement Administrator's duties will include (i) calculating Settlement
16 Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class
17 Members; (iii) using reasonable measures to contact all Class Members, including conducting a
18 National Change of Address search on all Class Members before mailing the Class Notice to each
19 Class Member's address; (iv) re-mailing the Class Notice to the Class Member's new address for
20 those Class Members whose address had changed; (v) setting up a toll-free telephone number to
21 receive calls from Class Members; (vi) receiving requests for exclusion and objections to the
22 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
23 and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments due
24 under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class
25 Members, including use of a "skip-trace" for undeliverable checks; and (x) otherwise administering
26 the Settlement pursuant to this Agreement including paying and reporting the employer's share of the
27 payroll taxes to the appropriate taxing agency. The Settlement Administrator will have the final
28 authority to resolve all disputes concerning the calculation of a Participating Class Member's

1 Settlement Share and/or PAGA Group Member's PAGA Payment Share, subject to the terms set forth
2 in this Agreement. The Settlement Administrator's reasonable fees and expenses are estimated to not
3 exceed Seven Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$7,750.00) and will be
4 paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

5 **V. RELEASE OF CLAIMS**

6 **65. Participating Class Members Released Claims.** As of the date Defendant makes
7 the Settlement Account Deposit, as described in Paragraph 51, each Participating Class Member, and
8 without the need to manually sign a release document, shall release the Released Parties from all
9 causes of action and claims that were alleged in the Action or reasonably could have been alleged
10 based on the facts and legal theories contained in the Action, including all of the following claims for
11 relief: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to
12 provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely
13 pay wages during employment; (v) failure to maintain required records and/or provide complete,
14 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii)
15 unfair business practices that could have been premised on the claims, causes of action or legal
16 theories of relief described above or any of the claims, causes of action or legal theories of relief
17 pleaded in the operative complaint; (viii) any claim for costs and attorneys' fees and expenses; and
18 (ix) any claim arising from the claims described above under applicable federal, state, local or
19 territorial law as well as applicable regulations and Wage Orders. (collectively, the "Released
20 Claims"). Participating Class Members who cash their checks are deemed to have waived all
21 Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class
22 Members who do not cash their checks shall be deemed to waive all Released Claims except for a
23 claim under the Fair Labor Standards Act. Released Claims for Class Members who worked for
24 Defendant in California during the Class Period shall have their claims released during the Class
25 Period.

26 **66. PAGA Group Released Claims.** As of the date Defendant makes the Settlement
27 Account Deposit, as described in Paragraph 51,, each PAGA Group Member, and without the need
28 to manually sign a release document, shall release the Released Parties and the State of California for

1 claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were
2 alleged in the Action or reasonably could have been alleged based on the facts and legal theories
3 contained in the Action and/or the LWDA Exhaustion Letter, including all of the following claims
4 for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to
5 provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely
6 pay wages during employment; (v) failure to maintain required records and/or provide complete,
7 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii)
8 unfair business practices that could have been premised on the claims, causes of action or legal
9 theories of relief described above or any of the claims, causes of action or legal theories of relief
10 pleaded in the operative complaint; (viii) all claims under the California Labor Code Private Attorneys
11 General Act of 2004 that could have been premised on the claims, causes of action or legal theories
12 described above or any of the claims, causes of action or legal theories of relief pleaded in the Action;
13 (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims
14 described above under applicable federal, state, local or territorial law as well as applicable
15 regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims
16 for PAGA Group Members who worked for Defendant in California during the PAGA Period shall
17 have their claims released during the PAGA Period.

18 67. Released Parties includes Defendant and its past, present and/or future, direct and/or
19 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
20 including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders,
21 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns,
22 and joint venturers.

23 68. In light of the binding nature of a PAGA judgment on non-party employees pursuant
24 to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.*
25 (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member who
26 exclude themselves from the Settlement shall nonetheless receive a payment for the amount of each
27 such individual's estimated share of the PAGA Payment and shall have released PAGA claims, as
28 outlined in Paragraph 66.

1 69. The Released Claims and PAGA Released Claims described in Paragraphs 65 and 66
2 expressly exclude all claims made by a Participating Class Member and/or PAGA Group Member for
3 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, claims while classified as exempt, and claims outside of the Class Period and/or PAGA
5 Period.

6 70. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this
7 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims
8 to costs and attorneys' fees and expenses against Defendant or the Releasees arising from or related
9 to the Action, including but not limited to claims based on the Labor Code, the Code of Civil
10 Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other
11 contract, statute or law ("Class Counsel Released Claims").

12 71. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
13 Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation,
14 or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

15 **VI. DUTIES OF THE PARTIES**

16 72. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
17 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
18 limited to, execution of such other documents and the taking of such other actions as may reasonably
19 be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with
20 prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation
21 and any other efforts that may become necessary by court order or otherwise, to effectuate this
22 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,
23 Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
24 reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to
25 make any non-material modifications of the Settlement requested by the Court to obtain approval of
26 the Parties' Settlement.

27 73. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
28 all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best

1 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

2 74. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
3 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
4 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
5 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of whether
6 the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
7 Members, approving as to form and content the proposed Class Notice attached hereto as **Exhibit A**,
8 respectively, and directing the mailing of the Class Notice to Settlement Class Members.

9 75. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant
10 denies any liability of any kind associated with the claims alleged in the Lawsuit, denies any liability
11 or intentional wrongdoing, Defendant revised and updated its meal and rest period policies and
12 practices.

13 **VII. MISCELLANEOUS TERMS**

14 76. **No Admission of Liability.** Defendant deny that they have engaged in any unlawful
15 activity, have failed to comply with the law in any respect, or have any liability to anyone under the
16 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
17 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
18 of liability or wrongdoing by Defendant, an admission by Plaintiff that any of her claims were non-
19 meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that
20 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
21 admissible in connection with, any litigation (other than solely in connection with the Settlement).

22 77. The Parties also agree that this release constitutes a resolution of a good faith dispute
23 concerning wages and complies with Labor Code Section 206.5, which reads in part:

24
25 “Execution of release of claim or right on account of wages due. No
26 employer shall require the execution of any release of any claim or
27 right on account of wages due, or to become due, or made, or made
28 as an advance on wages to be earned, unless payment of those wages

1 has been made.”

2
3 78. Whether or not the Judgment becomes Final, neither the Settlement, any document,
4 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
5 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
6 evidence for any purpose adverse to Defendant or any other beneficiary of the releases granted under
7 this Settlement (the “Released Parties”), including, but not limited to, evidence of a presumption,
8 concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing,
9 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of
10 the Released Parties, or any other civil, criminal or administrative action or proceeding except for
11 purposes of effectuating this Settlement.

12 79. Notwithstanding Paragraph 78 of this Settlement, any and all provisions of this
13 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any
14 or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

15 80. **Non-Disparagement.** Plaintiff and Class Counsel agree not to make any untruthful,
16 malicious, disparaging or defamatory statements, allegations, comments or communications,
17 regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or
18 otherwise), regarding the Released Parties. Plaintiff and Class Counsel further agree not to encourage
19 authorize or permit any such statements, allegations, comments or communications to be made by
20 others on their behalf. To the extent Plaintiff and/or Class Counsel have posted any negative
21 comments about the Released Parties on Glassdoor, Yelp, or other websites, Plaintiff and/or Class
22 Counsel agree to request that these comments be removed and to provide a copy of such request to
23 Defense Counsel within 30 days of the execution of this Agreement.

24 81. **Waiver of Reemployment.** Plaintiff acknowledges that he has no intent to re-apply
25 for employment with Defendant. Plaintiff further acknowledges that Defendant or any related,
26 successor, parent, or subsidiary companies has the right to refuse rehire Plaintiff for non-
27 discriminatory and non-retaliatory reasons and Plaintiff acknowledges that Defendant’s position is
28 that such legitimate non-discriminatory and non-retaliatory reasons exist.

1 **82. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
2 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
3 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
4 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
5 other than the representations, warranties, covenants, and inducements expressly stated in this
6 Settlement and its exhibits.

7 **83. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
8 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
9 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
10 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
11 and their counsel will cooperate with each other and use their best efforts to affect the implementation
12 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
13 any document needed to implement the Settlement, or on any supplemental provisions that may
14 become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of
15 mediator Steve Serratore, Esq., and if no resolution is reached the Superior Court, and in all cases all
16 such documents, supplemental provisions and assistance of the court will be consistent with this
17 Settlement.

18 **84. Modification of Agreement.** This Agreement, and any and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
20 their successors-in-interest, and/or the Parties' respective counsel, as authorized, and are subject to
21 approval by the Superior Court.

22 **85. Settlement Binding on Successors.** This Settlement Agreement will be binding upon,
23 and inure to the benefit of, the successors of each of the Parties.

24 **86. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
25 governed by and interpreted according to the laws of the State of California, without giving effect to
26 any conflict of law principles or choice of law principles.

27 **87. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
28 of this Settlement. This Settlement will not be construed against any Party on the basis that the Party

88. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

89. **Headings.** The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

90. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Class Counsel:

Justin Lo, Esq.
WORK LAWYERS, PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505

To Defense Counsel:

Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
O'HAGAN MEYER
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626

91. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: 10/21/2022

FERNANDO PEREYRA

— DocuSigned by:

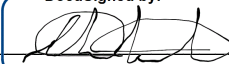
FERNANDO RUDY PEREIRA

~~GF5FD2F116F54CB~~

1 DATED: 10/28/2022

MAVERICK AEROSPACE, LLC

2
3 By:

DocuSigned by:

F759C4B3C5164E7...

4 Its:

president

5 DATED: 10/20/2022

WORK LAWYERS, PC.

6
7
8 By:

DocuSigned by:

851114C5405E4A4...

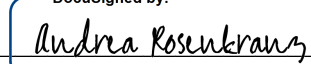
Justin Lo, Esq.

9
10 Attorney for Plaintiff
FERNANDO PEREYRA

11 DATED: 10/24/2022

O'HAGAN MEYER

12
13
14 By:

DocuSigned by:

Matthew C. Spink, Esq.
94935492...

15
16
17
18
19
20
21
22
23
24
25
26
27
28 Attorneys for Defendant
MAVERICK AEROSPACE, LLC