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on behalf of himself, the State of California,

and PAGA Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

JUNIOR GARCIA,

Plaintiff,

vs.

**S.V.M. CORPORATION; DOES 1 to 20,
inclusive,**

Defendants

Case No. 34-2020-00284788

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

1 This Joint Stipulation of Settlement and Release (hereinafter "Stipulation of Settlement")
2 is made and entered into by and between JUNIOR GARCIA ("Plaintiff" or "PAGA
3 Representative"), individually and on behalf of himself, the State of California and all other
4 allegedly similarly aggrieved employees ("PAGA Members"), on the one hand, and S.V.M.
5 CORPORATION ("Defendant"), on the other.

6 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and
7 those persons he represents as PAGA Members as provided herein, and on Defendant and its
8 present and former parents, affiliated or related companies, shareholders, officers, directors,
9 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which
10 could be jointly liable with Defendant, and their respective counsel, subject to the terms and
11 conditions hereof and the Court's approval.

12 THE PARTIES STIPULATE AND AGREE as follows:

- 13 1. Plaintiff and Defendant are collectively referred to herein as "the Parties."
- 14 2. On or about June 9, 2020, Plaintiff filed online a Private Attorneys General Act
15 ("PAGA") letter with the Labor and Workforce Development Agency, asserting various
16 California Labor Code violations against Defendant ("LWDA Notice Letter"), including various
17 violations of Labor Code.
- 18 3. On August 25, 2020, Plaintiff filed a Complaint for Damages ("Complaint") in the
19 above captioned action against Defendant in Sacramento County Superior Court ("Lawsuit" or
20 "Action").
- 21 4. Plaintiff's Complaint alleges the following causes of action: Civil Penalties
22 Pursuant to Private Attorney General Act, Labor Code section 2689, *et seq.* His alleged Labor
23 Code infractions form the basis for civil penalties under PAGA. Plaintiff's Complaint seeks to
24 recover compensatory damages, including, but not limited to, interest including pre- and post-
25 judgment, Labor Code penalties, liquidated damages, PAGA civil penalties, injunctive relief, and
26 attorneys' fees and costs.
- 27 5. Defendant denies all material claims and allegations and asserts numerous
28 affirmative defenses, including, but not limited to, failure to state a claim, failure to exhaust

1 administrative remedies, statute of limitations, waiver, laches, constitutionality, set off, lack of
2 willfulness, good faith dispute, unjust enrichment, estoppel, no subsequent violations, not an
3 aggrieved employee, and unmanageability.

4 6. Through arms-length, serious negotiations conducted with a qualified neutral
5 third-party mediator, Tripper Ortman, Esq. the Parties have reached a settlement of all PAGA
6 claims brought in the Lawsuit ("Settlement"). The Parties conducted an all-day mediation session
7 with the neutral mediator after the exchange information to allow the parties to evaluate the
8 merits of Plaintiff's claims and the merits of Defendant's defenses to those claims. The
9 negotiation between the parties was adversarial and contentious, while remaining professional.
10 These negotiations allowed the parties to reach a final resolution as to Plaintiff's claims under the
11 Private Attorney General Act, which will be submitted to the LWDA, and to the above captioned
12 Court for approval, pursuant to Labor Code section 2699(1)(2). The Parties have reached a
13 separate confidential individual settlement agreement with respect to Plaintiff's asserted and
14 unasserted individual legal claims, including but not limited to any non-PAGA claims. The
15 Parties now enter into this detailed, formalized settlement agreement with respect to the PAGA
16 cause of action, subject to the Court's approval of the Settlement.

17 7. For purposes of this Settlement, the "Settlement Group" and/or "PAGA Members"
18 shall consist of all employees who worked for Defendant in the state of California between June
19 9, 2019 and January 22, 2021.

20 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
21 with the claims and allegations alleged in Plaintiff's Complaint and LWDA Notice Letter. As to
22 Plaintiff's representative PAGA claims, Defendant further denies that, for any purpose other than
23 settling this Lawsuit, these claims are appropriate for PAGA representative treatment, and
24 contends, among other things, that it has complied with all applicable state, federal and local laws
25 regarding the payment of wages, accurate wage statements, and meal and rest period provisions.

26 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
27 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice
28 Letter in this case and that could have been alleged. To achieve a full and complete release of

1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is divided into two main sections: the first section deals with the general situation and the second section deals with the progress of the work.

2. The second part of the report deals with the results of the work during the year. It is divided into two main sections: the first section deals with the results of the work in the field and the second section deals with the results of the work in the laboratory.

3. The third part of the report deals with the conclusions of the work during the year. It is divided into two main sections: the first section deals with the conclusions of the work in the field and the second section deals with the conclusions of the work in the laboratory.

4. The fourth part of the report deals with the recommendations of the work during the year. It is divided into two main sections: the first section deals with the recommendations of the work in the field and the second section deals with the recommendations of the work in the laboratory.

5. The fifth part of the report deals with the summary of the work during the year. It is divided into two main sections: the first section deals with the summary of the work in the field and the second section deals with the summary of the work in the laboratory.

6. The sixth part of the report deals with the appendixes of the work during the year. It is divided into two main sections: the first section deals with the appendixes of the work in the field and the second section deals with the appendixes of the work in the laboratory.

7. The seventh part of the report deals with the bibliography of the work during the year. It is divided into two main sections: the first section deals with the bibliography of the work in the field and the second section deals with the bibliography of the work in the laboratory.

8. The eighth part of the report deals with the index of the work during the year. It is divided into two main sections: the first section deals with the index of the work in the field and the second section deals with the index of the work in the laboratory.

9. The ninth part of the report deals with the list of figures of the work during the year. It is divided into two main sections: the first section deals with the list of figures of the work in the field and the second section deals with the list of figures of the work in the laboratory.

10. The tenth part of the report deals with the list of tables of the work during the year. It is divided into two main sections: the first section deals with the list of tables of the work in the field and the second section deals with the list of tables of the work in the laboratory.

1 Defendant, Plaintiff, PAGA Counsel, and each PAGA Member acknowledges that this
2 Stipulation of Settlement is intended to include in its effect all claims alleged, and that could have
3 been alleged, in the LWDA Notice Letter and the Action, and all Released Claims against all
4 Released Parties (as defined herein) as of the date of the Court's approval of this Settlement.

5 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
6 full and complete settlement and release of all PAGA claims alleged in or that could have been
7 alleged in, and arising from or related to the allegations of, the Complaint and the LWDA Notice
8 Letter brought against Defendant, which release includes in its effect S.V.M. CORPORATION
9 and all other present and former owners, parents, affiliated or related companies, shareholders,
10 officers, directors, employees, agents, attorneys, insurers, and successors and assigns of
11 Defendant, and any individual or entity which could be jointly liable with Defendant.

12 11. Counsel for the PAGA Members has conducted a thorough investigation into the
13 facts of this representative case, including an extensive review of relevant documents and data,
14 and has diligently investigated PAGA Members' claims against Defendant. Based on their own
15 independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement
16 with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is
17 fair, reasonable and adequate and is in the best interest of Plaintiff and PAGA Members in light
18 of all known facts and circumstances, including the risk of significant delay, the numerous
19 defenses asserted by Defendant, and various potential appellate issues.

20 12. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
22 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
23 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
24 documents generated to bring it into effect—will be null and void, and the Parties will be returned
25 to their respective positions.

26 13. This Settlement provides for mailing of an explanatory notice (as set forth in
27 **Exhibit A** below) and payment of Settlement Awards to all PAGA Members according to a
28 specified formula as provided herein. The gross total payment under the Settlement, including all

1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is divided into two main sections: the first section deals with the general situation and the second section deals with the progress of the work.

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6. The sixth part of the report deals with the appendix of the work during the year. It is divided into two main sections: the first section deals with the appendix of the work in the field and the second section deals with the appendix of the work in the laboratory.

7. The seventh part of the report deals with the bibliography of the work during the year. It is divided into two main sections: the first section deals with the bibliography of the work in the field and the second section deals with the bibliography of the work in the laboratory.

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10. The tenth part of the report deals with the list of tables of the work during the year. It is divided into two main sections: the first section deals with the list of tables of the work in the field and the second section deals with the list of tables of the work in the laboratory.

1 attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other
2 payments provided by this Settlement is \$145,000.00. It is understood and agreed that
3 Defendant's gross total liability under this Settlement shall not exceed \$145,000.00. It is further
4 understood and agreed that Defendant shall have no obligation to pay any person, entity or
5 organization more than its gross total liability under this Settlement as set forth above, which
6 includes the total amount of: (1) the Settlement Awards to the Settlement Group; (2) the
7 attorneys' fees and costs approved by the Court; (3) the actual fees and expenses of the
8 Settlement Administrator; and (4) payment to the State of California pursuant to PAGA.

9 TERMS OF SETTLEMENT

10 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
11 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 a. It is agreed by and among Plaintiff and Defendant that any PAGA claims,
13 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice
14 Letter and this Action or that could have been included in the LWDA Notice Letter and this
15 Action, be settled and compromised as between the Plaintiff, Settlement Group (including
16 Plaintiff) and Defendant, subject to the terms and conditions set forth in this Stipulation of
17 Settlement and approval by the Court.

18 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
19 shall become effective when all of the following events have occurred: (i) this Stipulation of
20 Settlement has been executed by all Parties and by counsel for the Settlement Group and
21 Defendant; (ii) the Plaintiff/PAGA Representative has signed a release per Paragraph 14; (iii) the
22 Court has approved the PAGA Settlement.

23 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
24 terms of this Settlement, Defendant agrees to pay a gross settlement amount of \$145,000.00
25 ("Gross Settlement Amount").

26 i. At no time shall Defendant have the obligation to segregate the
27 funds comprising the Gross Settlement Amount, and Defendant shall retain exclusive authority
28 over and responsibility for those funds subject to disbursement of funds necessary for the

1 payment of the Settlement Awards, the approved attorneys' fees and costs, the actual settlement
2 administration fees and expenses, and any other payments provided by this Settlement. All
3 Settlement Awards for the PAGA Members, all attorneys' fees, costs, fees and expenses of the
4 Settlement Administrator, and other payments provided by this Settlement shall be paid out of the
5 Gross Settlement Amount.

6 The Net Settlement Amount shall be calculated by deducting all attorneys' fees
7 and costs, the actual fees and expenses of the Settlement Administrator, the PAGA
8 Representative's enhancement award, and the payment to the State of California Labor
9 Workforce Development Agency (the "LWDA") pursuant to PAGA, ("Net Settlement Amount").
10 Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys'
11 fees and costs, the PAGA Representative's enhancement award, and any other payments provided
12 by this Settlement, shall be paid as Settlement Awards to the PAGA Members, as set forth below,
13 and is inclusive of all applicable penalties. The Settlement Awards will be calculated by the
14 Settlement Administrator based on Defendant's records and paid out of the Net Settlement
15 Amount as detailed in section d below. The Gross Settlement Amount shall be paid within 30
16 days after the Settlement becomes final and effective under Paragraph 14(b).

17 d. Settlement Awards: The Settlement Administer shall first determine for
18 each PAGA Member the pay periods he or she actively worked for Defendant during the PAGA
19 Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by
20 the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay
21 Period." For each PAGA Member, the Settlement Administrator shall then multiply the
22 Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement
23 Period to determine each individual Settlement Award. The Settlement Award process is
24 discussed further below.

25 e. California Private Attorneys' General Act Allocation: The entire sum of
26 \$145,000.00 (the Gross Settlement Amount) is allocated to Plaintiff's claims under the California
27 Private Attorneys General Act. Further, 75% of the monies left of the settlement allocated to
28 penalties will be paid out of the Gross Settlement Amount to the State of California LWDA

1 pursuant to the California Private Attorneys General Act forty-five (45) days after the Settlement
2 becomes final and effective under Paragraph 14(b), and the remaining 25% is part of the Net
3 Settlement Amount.

4 f. Allocation and Taxability of Settlement Awards: The individual
5 Settlement Awards payable to PAGA Members shall be allocated entirely to alleged unpaid
6 penalties and unpaid interest, for which IRS Forms 1099 MISC will issue to PAGA Members.
7 Each PAGA Member shall be individually responsible for the employee's share of taxes
8 attributable to receipt of any payments under this Settlement.

9 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
10 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
11 year in which such awards actually are received by the PAGA Members. It is expressly
12 understood and agreed that the receipt of such Settlement Awards will not entitle any PAGA
13 Member to additional compensation or benefits under any company bonus, contest or other
14 compensation or benefit plan or agreement in place during the period covered by the Settlement,
15 nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching
16 benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be
17 made from the Settlement Awards. It is the intent of this Settlement that the Settlement Awards
18 provided for in this Agreement are the sole payments to be made by Defendant to PAGA
19 Members in connection with this Settlement, and that the PAGA Members are not entitled to any
20 new or additional compensation or benefits as a result of having received the Settlement Awards
21 (notwithstanding any contrary language or agreement in any benefit or compensation plan
22 document that might have been in effect during the period covered by this Settlement).

23 h. Attorneys' Fees and Attorneys' Costs: Subject to Court approval,
24 Attorneys' fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount,
25 as set forth below. The Court-approved attorneys' fees and costs will be paid out of the Escrow
26 Account to PAGA Counsel within 30 days after the Settlement becomes final and effective under
27 Paragraph 14(b). Attorneys' fees and costs are discussed further below.

28 i. Settlement Administrator: The fees of the Settlement Administrator for



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862.

2. The second part is a report from the Secretary of the Treasury, dated January 10, 1862.

3. The third part is a report from the Secretary of the Interior, dated January 10, 1862.

4. The fourth part is a report from the Secretary of the Navy, dated January 10, 1862.

5. The fifth part is a report from the Secretary of the War, dated January 10, 1862.

6. The sixth part is a report from the Secretary of the State, dated January 10, 1862.

7. The seventh part is a report from the Secretary of the War, dated January 10, 1862.

8. The eighth part is a report from the Secretary of the War, dated January 10, 1862.

9. The ninth part is a report from the Secretary of the War, dated January 10, 1862.

10. The tenth part is a report from the Secretary of the War, dated January 10, 1862.

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12. The twelfth part is a report from the Secretary of the War, dated January 10, 1862.

13. The thirteenth part is a report from the Secretary of the War, dated January 10, 1862.

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21. The twenty-first part is a report from the Secretary of the War, dated January 10, 1862.

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26. The twenty-sixth part is a report from the Secretary of the War, dated January 10, 1862.

27. The twenty-seventh part is a report from the Secretary of the War, dated January 10, 1862.

28. The twenty-eighth part is a report from the Secretary of the War, dated January 10, 1862.

29. The twenty-ninth part is a report from the Secretary of the War, dated January 10, 1862.

30. The thirtieth part is a report from the Secretary of the War, dated January 10, 1862.

1 work done shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
2 any reason under Paragraph 14(b) above, the Parties shall evenly split the settlement
3 administration costs regardless of the outcome of the Settlement. Rust Consulting has capped the
4 settlement administration fees at \$6,000.00. The Court-approved Settlement Administrator's
5 expenses will be paid within 30 days after the Settlement becomes final and effective under
6 Paragraph 14(b). The Settlement Administrator is discussed further below.

7 SETTLEMENT ADMINISTRATION

8 15. The Parties will agree to the appointment of Rust Consulting as the Settlement
9 Administrator; however, the Parties shall have the right to select or substitute a different
10 Settlement Administrator by mutual agreement at any time. The Settlement Administrator will
11 send an agreed upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along
12 with the Settlement Award to all PAGA Members as discussed herein. The Settlement
13 Administrator will calculate the Settlement Award amounts due to PAGA Members in
14 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
15 summary or narrative form, the substance of its findings. Upon receipt of funds from Defendant
16 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send
17 out the Settlement Awards to PAGA Members. Tax treatment of the Settlement Awards will be
18 as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the
19 Settlement Administrator's performance of duties shall be referred to the Court, if necessary,
20 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
21 Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
22 been fully carried out.

23 ATTORNEYS' FEES AND COSTS

24 16. In consideration for settling this matter and in exchange for the release of claims
25 by the Settlement Group, and subject to approval or modification by the Court, PAGA Counsel's
26 attorneys' fees shall be subtracted from the Gross Settlement Amount as approved by the Court.
27 Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount not to exceed
28 40% of the Gross Settlement Amount, that is \$58,000.00 In addition, and also subject to Court

1 approval, PAGA Counsel shall be reimbursed for their out-of-pocket expenses, in the amount of
2 \$5,019.60. Subject to the maximum application amount of these above stated amounts, attorneys'
3 fees and costs approved by the Court will cover all work performed and all fees and costs
4 incurred to date, and all work to be performed and all fees and costs to be incurred in connection
5 with the approval by the Court of this Stipulation of Settlement, the administration of the
6 Settlement, and final judgment in this case. The attorneys' fees and costs approved by the Court
7 shall be paid out of the Settlement Administrator's Escrow Account to PAGA Counsel within 30
8 days after the Settlement becomes final and effective under Paragraph 14(b) above.

9 SETTLEMENT AWARD ADMINISTRATION

10 17. Thirty (30) calendar days after the Parties have executed this Stipulation of
11 Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will list
12 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone
13 number, and the number of pay periods worked through the date of the report. This spreadsheet
14 shall be based on Defendant's payroll and other business records. The Settlement Administrator
15 will run a check of the PAGA Members' address against those on file with the U.S. Postal
16 Service's National Change of Address Database. Within 45 calendar days after the Settlement
17 becomes final, the Settlement Administrator will mail the Notice accompanying the Settlement
18 Award to all PAGA Members.

19 a. Prior to the mailing of the Notice and Settlement Award, the Settlement
20 Administrator will search for updated addresses through the U.S. Postal Service's National
21 Address Database. Notices returned to the Settlement Administrator as non-delivered shall be re-
22 mailed to the forwarding address, if any, on the returned envelope; any returned envelopes with
23 forwarding addresses will be used by the Settlement Administrator to forward the Notice to
24 PAGA Members. If no forwarding address is provided, the Settlement Administrator will
25 perform a computer search for a new address and an additional skip tracing pursuant to its usual
26 and customary procedures.

27 b. All costs associated with the Notices are part of, and included within, the
28 Gross Settlement Amount.

1. The first part of the report deals with the general situation of the country and the progress of the work during the year.

2. The second part of the report deals with the results of the work done during the year.

3. The third part of the report deals with the financial statement of the year.

4. The fourth part of the report deals with the general remarks and conclusions.

5. The fifth part of the report deals with the general remarks and conclusions.

6. The sixth part of the report deals with the general remarks and conclusions.

7. The seventh part of the report deals with the general remarks and conclusions.

8. The eighth part of the report deals with the general remarks and conclusions.

9. The ninth part of the report deals with the general remarks and conclusions.

10. The tenth part of the report deals with the general remarks and conclusions.

11. The eleventh part of the report deals with the general remarks and conclusions.

12. The twelfth part of the report deals with the general remarks and conclusions.

13. The thirteenth part of the report deals with the general remarks and conclusions.

14. The fourteenth part of the report deals with the general remarks and conclusions.

15. The fifteenth part of the report deals with the general remarks and conclusions.

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THE HISTORY OF THE

REIGN OF KING CHARLES THE FIRST

IN THE YEAR 1649

BY JOHN BURNET

OF THE UNIVERSITY OF OXFORD

IN TWO VOLUMES

LONDON

Printed by J. Streater, at the Sign of the Gun, in St. Dunstons Church-yard

1724

THE SECOND EDITION

WITH ADDITIONS

AND CORRECTIONS

BY THE AUTHOR

IN TWO VOLUMES

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1724

1 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

2 21. The Parties shall promptly submit this Stipulation of Settlement to the Court
3 within one week of all signatures being obtained. This Settlement shall remain confidential until
4 filed with the Court. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall
5 apply to the Court for entry of an order approving the PAGA Settlement consistent with the terms
6 provided herein.

7 PARTIES' AUTHORITY

8 22. The signatories hereto hereby represent that they are fully authorized to enter into
9 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

10 MUTUAL FULL COOPERATION

11 23. The Parties agree to fully cooperate with each other to accomplish the terms of this
12 Stipulation of Settlement, including but not limited to, execution of such documents and taking
13 such other action as reasonably may be necessary to implement the terms of this Stipulation of
14 Settlement. Once the Settlement is final and effective, the Parties agree to seek final dismissal of
15 the Lawsuit. The Parties to this Stipulation of Settlement shall use their best efforts, including all
16 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
17 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
18 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
19 PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
20 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

21 NO PRIOR ASSIGNMENTS

22 24. The Parties and their counsel represent, covenant and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
24 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
25 action or right herein released and discharged except as set forth herein.

26 NO ADMISSION

27 25. Nothing herein shall constitute any admission by Defendant of wrongdoing or
28 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute

1 an admission by Defendant that the Lawsuit was properly brought as a representative action other
2 than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
3 and every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
4 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
5 acts performed or documents executed pursuant to or in furtherance of this Stipulation of
6 Settlement or the settlement are not, shall not be deemed to be, and may not be used as, an
7 admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of
8 any of the factual allegations in the Lawsuit; and are not, shall not be deemed to be, and may not
9 be used as, an admission or evidence of any fault or omission on the part of Defendant in any
10 civil, criminal or administrative proceeding any court, administrative agency or other tribunal.

11 CONSTRUCTION

12 26. The Parties hereto agree that the terms and conditions of this Stipulation of
13 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
14 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor
15 of or against any party by reason of the extent to which any party or his, her or its counsel
16 participated in the drafting of this Stipulation of Settlement. All Parties have contributed to the
17 preparation and drafting of this Settlement Agreement.

18 CAPTIONS AND INTERPRETATIONS

19 27. Paragraph titles or captions contained herein are inserted as a matter of
20 convenience and for reference, and in no way define, limit, extend or describe the scope of this
21 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
22 contractual and not merely a recital.

23 MODIFICATION

24 28. This Stipulation of Settlement may not be changed, altered or modified, except in
25 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
26 Settlement may not be discharged except by performance in accordance with its terms or by a
27 writing signed by the Parties hereto.

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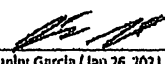
1 he is asked by any person or entity about the matter, she may only state that the case has been
2 resolved.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
4 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set
5 forth below:

6 **PLAINTIFF AND PAGA REPRESENTATIVE**

7
8 Dated: Jan 26, 2021

PLAINTIFF JUNIOR GARCIA

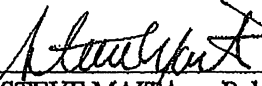
9
10 By 
11 By Junior Garcia (Jan 26, 2021 15:12 PST)

JUNIOR GARCIA

12 **DEFENDANT**

13 Dated: 1/27/2021

DEFENDANT S.V.M. CORPORATION

14 By 
15 STEVE MAITA on Behalf of S.V.M.
16 CORPORATION

17 **PLAINTIFF'S COUNSEL**

18 Dated: 01/26/2021

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

19 By 
20 TIMOTHY B. DEL CASTILLO, ESQ.
21 Attorneys for Plaintiff

22 **DEFENDANT'S COUNSEL**

23 Dated: 1/27/21

THE COSTA LAW FIRM

24 By 
25 LISA L. BRADNER, ESQ.
26 Attorneys for Defendant
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1 **EXHIBIT A**

2 **NOTICE OF PAGA SETTLEMENT**

3 *Garcia v. S.V.M. CORPORATION*

4 Superior Court of the State of California for the County of Sacramento,
5 Case No. 34-2020-00284788

6 **[Settlement Administrator]**

7 **[Name]**

8 **[Address]**

9 **[Name]**
10 **[Address]**

11 You are receiving this Notice because of a lawsuit brought by a former employee of
12 Maita Honda ("Plaintiff"), against S.V.M. CORPORATION ("Defendant"), for civil penalties
13 pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA").

14 Defendant strongly denies these claims and denies that it owes any penalties. To avoid
15 further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case.
16 The settlement resolves and releases all the claims that were asserted and could have been
17 asserted in the lawsuit on behalf of all employees who worked in California for S.V.M.
18 CORPORATION at any time during the period from June 9, 2019 through and including
19 January 22, 2021 ("PAGA Member").

20 According to Defendant's records, you are a PAGA Member and are therefore entitled to
21 a share of the settlement. Enclosed with this Notice is your settlement check. The settlement
22 check shall remain valid for ninety (90) days. Checks remaining un-cashed for more than 90
23 days after issuance will be tendered to the California Department of Unclaimed Property within
24 fourteen (14) calendar days from the date on which PAGA Members' checks become void.
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SECRET

UNITED STATES GOVERNMENT

OFFICE OF THE SECRETARY OF DEFENSE

MEMORANDUM FOR THE SECRETARY OF DEFENSE
SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]