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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

VICTOR CORONEL and GUILLERMO
MOLINA, as aggrieved employees and Private
Attorneys General,

Plaintiffs,

vs.

CMH MANUFACTURING WEST, INC., a
Nevada corporation; CLAYTON HOMES,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RIC2003070

*Assigned for all purposes to: Hon. Sunshine
S. Sykes, Dept. 6*

REPRESENTATIVE ACTION

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: August 10, 2020
Trial Date: Not Set

This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement”, “Agreement”, or “Settlement Agreement”) is made and entered into by and between Plaintiffs Victor Coronel and Guillermo Molina (collectively “Plaintiffs”) and Defendants CMH Manufacturing West, Inc. and Clayton Homes, Inc. (collectively “Defendants”). Plaintiffs and Defendants are collectively referred to herein as “the Parties.”

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

2. The “Action” shall mean the civil action entitled “*Coronel, et al. v. CMH Manufacturing West, Inc. et al.*,” pending before the Superior Court of California, County of Riverside, Case No. RIC2003070.

4. “Defense Counsel” shall mean the attorneys representing Defendants in the Action, Drew L. Alexis, Esq. and Wendy K. Shiff, Esq. of the Alexis Law Firm.

6. "PAGA Members" shall mean all current and former non-exempt employees of Defendants employed by Defendants in the State of California at any time during the PAGA Period.

7. “Aggrieved Employee List” means a complete list of all PAGA Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator no later than fourteen (14) calendar days after the date on which the Court enters an order granting approval of this Settlement. The Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each PAGA

1 Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social
2 security number; (5) start and end dates of active employment as a non-exempt employee of
3 Defendants in the State of California; (6) total pay periods during the PAGA Period; and (7) any other
4 information required by the Settlement Administrator in order to effectuate the terms of the
5 Settlement.

6 8. "Plaintiffs' Counsel Fees Payment" shall mean attorneys' fees for Plaintiffs'
7 Counsel's litigation and resolution of this Action in connection with the Action, which shall be paid
8 from the Gross Settlement Amount. Plaintiffs' Counsel will request attorneys' fees not to exceed
9 Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.* Three Hundred Thirty-Six Thousand
10 Dollars (\$336,000.00), subject to approval by the Superior Court. Defendants have agreed not to
11 oppose Plaintiffs' Counsel's request for fees in the amount set forth above. Any attorneys' fees not
12 approved by the Superior Court shall become part of the Net Settlement Amount.

13 9. "Plaintiffs' Counsel Litigation Costs Payment" shall mean the actual litigation
14 expenses and/or costs expended by Plaintiffs' Counsel subject to approval by the Superior Court
15 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all
16 related litigation activities, this Settlement, and all post-settlement compliance procedures. Plaintiffs'
17 Counsel's costs are not to exceed Twenty Thousand Dollars (\$20,000.00). Defendants have agreed
18 not to oppose Plaintiffs' Counsel's request for costs and expenses in the amount set forth above. Any
19 costs not approved by the Superior Court shall become part of the Net Settlement Amount.

20 10. "Plaintiffs' Incentive Payment" shall mean the payment made to Plaintiffs Victor
21 Coronel and Guillermo Molina in their capacity as the PAGA representatives to compensate them for
22 prosecuting the Action, and performing work in support of the Action, in the amount of Seven
23 Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff, subject to approval by the Superior
24 Court. Any amount of the incentive payment not approved by the Superior Court shall become part
25 of the Net Settlement Amount.

26 11. "Settlement Administrator" shall mean ILYM Group, Inc. The Parties each represent
27 that they do not have any financial interest in the Settlement Administrator or otherwise have a
28 relationship with the Settlement Administrator that could create a conflict of interest.

1 12. “Settlement Administrator Payment” shall mean the payment to the Settlement
2 Administrator for its fees and expenses in administering this Settlement in an amount not to exceed
3 Eight Thousand Nine Hundred One Dollars and Ten Cents (\$8,901.10). To the extent that the
4 Settlement Administration costs are ultimately less than the amount of the quote provided by ILYM
5 Group, Inc., the remainder shall become part of the Net Settlement Amount.

6 13. “Pay Period” shall mean any pay period in which a PAGA Member worked at least
7 one (1) day.

8 14. “Individual Pay Periods” shall mean the number of Pay Periods for an individual
9 PAGA Member.

10 15. “Gross Settlement Amount” shall mean the Gross Settlement Amount of Nine
11 Hundred Sixty Thousand Dollars (\$960,000.00) payable by Defendants as provided by this Settlement
12 Agreement. The Gross Settlement Amount is non-reversionary and includes all: (1) Plaintiffs’
13 Counsel’s fees, (2) Plaintiffs’ Counsel’s costs, (3) Settlement Administration Costs, (4) Incentive
14 Payment to Plaintiffs, and (5) Payment of PAGA civil penalties to be paid to the LWDA and PAGA
15 Members. No portion of the Gross Settlement Amount will return to Defendants.

16 16. Defendants represent that as of August 16, 2021, the number of Pay Periods worked
17 by the PAGA Members is 36,361. Should the qualifying Pay Periods worked by the PAGA Members
18 during the PAGA Period ultimately increase by more than 10% (*i.e.*, by more than 3,636 Pay Periods),
19 Defendants shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage
20 increase in the number of Pay Periods worked by the PAGA Members above 10%. For example, if
21 the number of Pay Periods increases by 11% to 40,360 Pay Periods, the Gross Settlement Amount
22 will increase by 1%. The Gross Settlement Amount shall be the maximum amount Defendants are
23 required to pay under the Settlement. Defendants shall confirm the number of Pay Periods at issue in
24 advance of the Plaintiffs’ filing the motion for approval to confirm whether the number of Pay Periods
25 increased by more than 10%.

26 17. “Net Settlement Amount” shall mean the Gross Settlement Amount, less (i) the
27 Plaintiffs’ Incentive Payments approved by the Superior Court; (ii) the Plaintiffs’ Counsel Fees
28 Payment approved by the Superior Court; (iii) the Plaintiffs’ Counsel Litigation Costs Payment

1 approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior
2 Court; and (v) any other fees or expenses (other than Plaintiffs' Counsel Fees Payment and Litigation
3 Costs Payment) incurred in implementing the terms and conditions of this Settlement Agreement as
4 approved by the Superior Court.

5 18. "LWDA Payment" shall mean the payment to the California Labor and Workforce
6 Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement
7 Amount.

8 19. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net
9 Settlement Amount to be distributed on a *pro-rata* basis based upon the number of Individual Pay
10 Periods.

11 20. "PAGA Payment Share" shall mean the value of each PAGA Member's share of the
12 PAGA Payment as provided by this Settlement Agreement.

13 21. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of which
14 is attached hereto as **Exhibit A**. The PAGA Notice shall further contain (i) a PAGA Member's first
15 and last name; (ii) last known address; (iii) the PAGA Member's Individual Pay Periods; and (vi) the
16 PAGA Member's PAGA Payment Share. Plaintiffs' Counsel may only receive or review copies of
17 PAGA Notices that have been redacted to remove both (i) the PAGA Members' first and last names
18 and (ii) the PAGA Members' last known addresses.

19 22. "Released Parties" shall mean Defendants CMH Manufacturing West, Inc. and
20 Clayton Homes, Inc., as named by Plaintiffs in the operative complaint, and their past, present and/or
21 future, direct and/or indirect, officers, directors, members, managers, employees, agents,
22 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
23 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

24 23. "Effective Date" shall mean the later of the following: (a) if no timely objections are
25 filed or if all objections are withdrawn, the date upon which the Court enters an order approving the
26 Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such
27 appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of
28 any such appeal in a way that does not alter the terms of the Settlement.

RECITALS

25. On June 3, 2020, Plaintiffs’ Counsel, on behalf of Plaintiffs and PAGA Members, gave written notice to the LWDA of the Labor Code violations Defendants are alleged to have violated (“PAGA Letter”).

25. On June 3, 2020, Plaintiffs’ Counsel, on behalf of Plaintiffs and PAGA Members, gave written notice to the LWDA of the Labor Code violations Defendants are alleged to have violated (“PAGA Letter”).

26. On August 10, 2020, Plaintiffs commenced the Action against Defendants by filing a Complaint in the Superior Court. In the Complaint, Plaintiffs, on behalf of themselves and all others similarly situated, alleged a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act (“PAGA”).

28. On August 16, 2021, the Parties in the Action participated in a full day of mediation before an experienced employment and class action mediator, Eve Wagner, Esq., which resulted in settlement of the Action (the “Mediation”).

30. Based on their own thorough, independent investigation and evaluation of this case, Plaintiffs' Counsel is of the opinion that the Settlement of the Action with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best

1 interest of PAGA Members and the State in light of all known facts and circumstances, including the
2 risk of significant costs and delay, the defenses asserted by Defendants including the risks of adverse
3 determinations on the merits, and numerous potential appellate issues. Although Defendants contend
4 that they have no liability in the Action, Defense Counsel shares Plaintiffs' Counsel's belief that the
5 Settlement represents a fair and adequate settlement given the respective risks associated with the
6 case.

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

8 **PROCEDURE FOR APPROVING SETTLEMENT**

9 32. Motion for Approval of Settlement: Plaintiffs will obtain a hearing before the Court
10 to request Motion for Approval of the PAGA Settlement ("Motion for Approval"). In conjunction
11 with the Motion for Approval hearing, Plaintiffs will submit this Agreement, which sets forth the
12 terms of the Settlement, and will include the proposed PAGA Notice attached as Exhibit A.
13 Defendants agree that they will not oppose Plaintiffs' Motion for Approval. If the Superior Court
14 fails to approve this Settlement for any reason, the Parties agree to attend mediation again in an effort
15 to reach a settlement approved by the Superior Court.

16 33. Final Order and Judgment: Upon approval of the Settlement by the Court, the Parties
17 will present for the Superior Court's approval and entry a Proposed Final Order and Judgment.

18 34. Notice: After the Court enters its Order granting approval of the PAGA Settlement,
19 every PAGA Member will be provided with the PAGA Notice (in English and Spanish). Each Notice
20 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
21 principal terms; (c) the definition of PAGA Members; (d) the dates that comprise the PAGA Period;
22 (e) each PAGA Member's Individual Pay Periods; and (f) each PAGA Member's PAGA Payment
23 Share.

24 35. Delivery of the Aggrieved Employee List: No later than fourteen (14) calendar days
25 after the Court enters its order granting approval of the PAGA Settlement, Defendants will provide
26 the Aggrieved Employee List to the Settlement Administrator. This is a material term of the
27 Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Settlement.
28 The Parties agree that this list contains confidential information concerning Defendants' employees

1 and that the list including contact information shall not be shared by the Settlement Administrator
2 with counsel for the Plaintiffs, but an anonymized list with final calculations shall be available for
3 Plaintiffs' counsel's review.

4 36. Confirmation of Contact Information in the Aggrieved Employee List: Prior to
5 mailing, the Settlement Administrator will perform a search based on the National Change of
6 Address Database for information to update and correct for any known or identifiable address
7 changes. Any Notice returned to the Settlement Administrator as non-deliverable will be sent
8 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
9 Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding
10 address is provided, the Settlement Administrator will promptly attempt to determine the correct
11 address using a skip-trace, or other search using the name, address and/or Social Security number of
12 the PAGA Member involved, and will then perform a single re-mailing. If any notice sent to a PAGA
13 Member by the Settlement Administrator is returned as undeliverable to a current employee, then
14 Defendants shall make all reasonable efforts to obtain the current address from the PAGA Member
15 and provide the same within ten (10) calendar days of notice from the Settlement Administrator.

16 37. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective
17 Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be
18 established by the Settlement Administrator.

19 38. Payment of PAGA Payment Shares: The Settlement Administrator shall pay to each
20 PAGA Member his or her PAGA Payment Share by sending a check in the appropriate amount to
21 the PAGA Member at the address indicated in the Aggrieved Employee List. Such payment, with
22 the PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14)
23 calendar days of its receipt of the Gross Settlement Amount from Defendants.

24 39. Uncashed PAGA Payment Share Checks: Any checks issued by the Settlement
25 Administrator to PAGA Members will be negotiable for at least one hundred eighty (180) calendar
26 days. If a PAGA Member does not cash his or her PAGA Payment Share check within 180 days, the
27 uncashed funds, shall be distributed to the Controller of the State of California to be held pursuant to
28 the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those PAGA

Members who did not timely cash their PAGA Payment Share checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to the LWDA and PAGA Members, whether or not all PAGA Members cash their PAGA Payment Share checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to PAGA Members shall prominently state the expiration date or a statement that the PAGA Payment Share Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the PAGA Payment Share check. Expired PAGA Payment Share checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result from the settlement. Any PAGA Member who fails to receive or cash his or her PAGA Payment Share check despite the procedures described herein shall nevertheless remain bound by the Settlement and the releases contained herein.

SETTLEMENT TERMS AND CONDITIONS

40. PAGA Payment Shares: Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Member within ten (10) calendar days after Defendants provide the Settlement Administrator with the Aggrieved Employee List. The PAGA Payment Share for each PAGA Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

- (a) Number of PAGA Members and Pay Periods: Defendants shall determine the total number of PAGA Members and the aggregate number of Pay Periods for those PAGA Members during the PAGA Period. This information shall be provided to the Settlement Administrator along with the Aggrieved Employee List as described above.
- (b) Calculation of the Pay Period Value: The Settlement Administrator shall determine the value of a Pay Period (“Pay Period Value”) by taking the PAGA Payment amount (*i.e.*, 25% of the Net Settlement Amount) and dividing it by

1 the sum of all PAGA Members' Pay Periods.

2 (c) Calculation of PAGA Payment Shares: The Settlement Administrator shall
3 assign to each PAGA Member a PAGA Payment Share which shall be equal
4 to the Pay Period Value multiplied by each PAGA Member's Individual Pay
5 Periods. Upon calculation of the PAGA Members' PAGA Payment Shares, the
6 Settlement Administrator shall furnish to Plaintiffs' Counsel and Defense
7 Counsel a worksheet containing a list of employee identification numbers
8 (which shall NOT be their social security numbers) for the PAGA Members
9 with their corresponding Individual Pay Periods and PAGA Payment Shares.

10 41. Taxes and Withholdings: Each PAGA Payment Share is intended to settle the PAGA
11 Members' claims for civil penalties arising under PAGA. Accordingly, one hundred percent (100%)
12 of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid
13 to the PAGA Member in full without deductions or withholdings, and the Settlement Administrator
14 shall issue an IRS Form 1099 to each PAGA Member for that amount. Each PAGA Member shall be
15 individually responsible for his or her own share of applicable income tax withholdings and
16 deductions for his or her PAGA Payment Share.

17 42. Payments to Plaintiffs, Plaintiffs' Counsel, and Others: Subject to the terms and
18 conditions of this Settlement, the Settlement Administrator will make the following payments out of
19 the Gross Settlement Amount as follows:

20 (a) Plaintiffs' Representative Enhancement Payments: Defendants agree not to
21 oppose or object to any application or motion by Plaintiffs for their Plaintiffs'
22 Representative Enhancement Payment of Seven Thousand Five Hundred
23 Dollars (\$7,500.00) each for Plaintiff Victor Coronel and Guillermo Molina.
24 The Plaintiffs' Representative Enhancement Payment is in exchange for their
25 time, effort and risk in bringing and prosecuting the Action. Any portion of the
26 requested Plaintiffs' Representative Enhancement Payments that is not
27 awarded to the Plaintiff Representatives shall be reallocated to the Net
28 Settlement Amount and distributed to the PAGA Members as provided in this

1 Agreement.

2 (b) Attorneys' Fees and Costs: Defendants agree not to oppose any application or
3 motion by Plaintiffs' Counsel for attorneys' fees of not more than Three
4 Hundred Thirty-Six Thousand Dollars (\$336,000.00), plus the reimbursement
5 of costs and expenses associated with the litigation and settlement of the
6 Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00),
7 both of which will be paid from the Gross Settlement Amount. Any portion of
8 the requested fees or costs that is not awarded to Plaintiffs' Counsel shall be
9 reallocated to the Net Settlement Amount and distributed to the PAGA
10 Members as provided in this Agreement.

11 (c) Settlement Administration Costs: The Settlement Administrator will be paid
12 for the reasonable costs of administration of the Settlement and distribution of
13 payments from the Gross Settlement Amount as further set forth in this
14 Agreement. Settlement Administration Costs shall not exceed Eight Thousand
15 Nine Hundred One Dollars and Ten Cents (\$8,901.10). To the extent that the
16 Settlement Administration costs are ultimately less than the amount of the
17 quote provided by ILYM Group, Inc., the remainder shall become part of the
18 Net Settlement Amount.

19 (d) Distribution of the Net Settlement Amount: Seventy-five percent (75%) of the
20 Net Settlement Amount shall be distributed to the LWDA ("LWDA
21 Payment"). The remaining 25% of the Net Settlement Amount shall be
22 distributed to the PAGA Members on a *pro rata* basis based upon the number
23 of pay periods worked by each PAGA Member ("PAGA Payment").

24 43. Appointment of Settlement Administrator: The Parties have agreed to, and Plaintiffs
25 will move to appoint ILYM Group, Inc., a qualified and experienced administrator based in California
26 where the Action is venued, to serve as the Settlement Administrator, which, as a condition of
27 appointment, will agree to be bound by this Settlement Agreement with respect to the performance
28 of its duties and its compensation. The Settlement Administrator's duties will include (i) establishing

1 a QSF; (ii) calculating the PAGA Members' PAGA Payment Shares; (iii) preparing, translating into
2 Spanish, printing, and mailing the PAGA Notice to all PAGA Members; (iv) using reasonable
3 measures to contact all PAGA Members, including conducting a National Change of Address search
4 on all PAGA Members before mailing the PAGA Notice to each PAGA Member's address; (v) re-
5 mailing the PAGA Notice to the PAGA Member's new address for those PAGA Members whose
6 address had changed; (vi) issuing the checks to effectuate the payments due under the Settlement;
7 (vii) using reasonable measures to deliver issued checks to PAGA Members, including use of a "skip-
8 trace" for undeliverable checks; and (viii) otherwise administering the Settlement pursuant to this
9 Settlement Agreement. The Settlement Administrator will have the final authority to resolve all
10 disputes concerning the calculation of a PAGA Member's PAGA Payment Share, subject to the terms
11 set forth in this Settlement Agreement. The Settlement Administrator's reasonable fees and expenses
12 are estimated to be Eight Thousand Nine Hundred One Dollars and Ten Cents (\$8,901.10) and will
13 be paid out of the Gross Settlement Amount, as set forth herein, subject to Court approval. To the
14 extent that the Settlement Administration costs are ultimately less than the amount of the quote
15 provided by ILYM Group, Inc., the remainder shall become part of the Net Settlement Amount.

RELEASE OF CLAIMS

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18 44. Released Claims: Upon remittance of the Gross Settlement Amount by Defendants to
19 the Settlement Administrator, PAGA Members and the LWDA will fully and finally release and
20 discharge Defendants from any and all claims for the recovery for civil penalties, attorneys' fees and
21 costs permissible under PAGA which Plaintiffs and/or the Aggrieved Employees had, or may claim
22 to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA
23 Notice or reasonably could have been alleged based on the facts and legal theories contained in the
24 Complaint or the PAGA Notice, including unpaid straight and overtime wages, failure to provide
25 reporting time pay, failure to pay employees all minimum wages and overtime wages owed including
26 by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide
27 compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal
28 and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages

1 within the times permissible under Labor Code section 204; failure to provide complete and accurate
2 wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
3 business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2,
4 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699.3,
5 2699.5, 2800, and 2802, and Industrial Welfare Commission Wage Order No. 1-2001 sections 3, 4,
6 7, 8, 9, 11, 12 and 20 (collectively, the “Released Claims”). This release shall apply to claims arising
7 during the PAGA Period.

8 45. The Released Claims expressly exclude all claims made by PAGA Members for
9 individual wage claims, vested benefits, wrongful termination, unemployment insurance, state
10 disability insurance, social security, workers’ compensation, claims while classified as exempt, and
11 claims outside of the PAGA Period.

12 46. Plaintiffs’ General Release of Claims: Upon the funding of the Gross Settlement
13 Amount, Plaintiffs Victor Coronel and Guillermo Molina agree—on behalf of themselves, their heirs
14 and assigns, only—to the additional following General Release: In consideration of Defendants’
15 promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from
16 any and all Released Claims and also generally release and discharge the Released Parties from any
17 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
18 been or could have been asserted against the Released Parties arising out of or relating to their
19 employment by Defendants or termination thereof, including but not limited to claims for wages,
20 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
21 employment. This release specifically includes any and all claims, demands, obligations and/or causes
22 of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided
23 by the Settlement Agreement) relating to or in any way connected with the matters referred to herein,
24 whether or not known or suspected to exist, and whether or not specifically or particularly described
25 herein. Specifically, Plaintiffs Coronel and Molina, waive all rights and benefits afforded by
26 California Civil Code Section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

1 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY.

5 This release specifically excludes claims for unemployment insurance, state disability insurance,
6 social security, and workers compensation (with the exception of claims arising pursuant to California
7 Labor Code Sections 132(a) and 4553).

8 **MISCELLANEOUS PROVISIONS**

9 47. Neutral Employment Reference: Defendants agree that they will adopt a neutral
10 reporting policy regarding any future employment references related to Plaintiffs. In the event that
11 any potential or future employers of Plaintiffs request a reference regarding Defendants'
12 employment of Plaintiffs, Defendants shall only provide the Plaintiffs' dates of employment and job
13 title(s) during employment. Defendants shall not refer to the Action or this Settlement.

14 48. No Credit Toward Benefit Plans: The payment of PAGA Payment Shares made to
15 PAGA Members under this Settlement will not be used to calculate any additional benefits under any
16 benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing
17 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
18 and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
19 affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any
20 benefit plans.

21 49. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
24 of action or right herein released and discharged.

25 50. Continued Jurisdiction: After entry of the Judgment, the Superior Court will have
26 continuing jurisdiction over the Action and the Settlement solely for purposes of addressing: (i) the
27 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters,
28 and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this

1 Settlement.

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

5 52. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
6 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
7 agreements may be deemed binding on the Parties.

8 53. Amendment or Modification of Agreement: This Settlement Agreement may be
9 amended or modified only by a written instrument signed by counsel for all Parties or their successors-
10 in-interest.

11 54. Waiver of Certain Appeals: The Parties agree to waive appeals; except, however, that
12 either party may appeal any court order that materially alters the Settlement Agreement's terms.

13 55. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
16 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
17 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
18 counsel will cooperate with each other and use their best efforts to affect the implementation of the
19 Settlement. If the Parties are unable to reach agreement on the form or content of any document
20 needed to implement the Settlement, or on any supplemental provisions that may become necessary
21 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
22 such disagreement.

23 56. Binding on Successors and Assigns: This Settlement Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 57. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
26 will be governed by and interpreted according to the laws of the State of California.

27 58. Execution and Counterparts: This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Settlement Agreement may be executed in one or more

1 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
2 the signature page, will be deemed to be one and the same instrument provided that counsel for the
3 Parties will exchange among themselves original signed counterparts. The Parties expressly agree
4 to accept electronic signatures as valid and binding.

5 59. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
6 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation,
8 taking into account all relevant factors, present and potential. The Parties further acknowledge that
9 they are each represented by competent counsel and that they have had an opportunity to consult
10 with their counsel regarding the fairness and reasonableness of this Settlement.

11 60. Invalidity of Any Provision: Before declaring any provision of this Agreement
12 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
13 consistent with applicable precedents so as to define all provisions of this Agreement valid and
14 enforceable.

15 61. Captions: The captions and section numbers in this Agreement are inserted for the
16 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
17 provisions of this Agreement.

18 62. Waiver: No waiver of any condition or covenant contained in this Settlement
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
20 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
21 or remedy.

22 63. Enforcement Action: In the event that one or more of the Parties institutes any legal
23 action or other proceeding against any other Party or Parties to enforce the provisions of this
24 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
25 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
26 and costs, including expert witness fees incurred in connection with any enforcement actions.

27 64. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
28 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly

1 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
2 for one of the Parties, it being recognized that, because of the arm's length negotiations between the
3 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

4 65. Representation By Counsel: The Parties acknowledge that they have been represented
5 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
6 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
7 Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the Agreement.

8 66. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate
9 to promote participation in the Settlement, and in seeking court approval of the Settlement, including
10 working cooperatively to address any questions raised by the Superior Court and making any
11 amendments required by the Superior Court.

12 67. Voluntary Agreement: The Parties acknowledge that they have entered into this
13 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
14 or undue influence of any Party, and not in reliance on any promises, representations, or statements
15 made by the other Parties other than those contained in this Settlement Agreement. Each of the
16 Parties hereto expressly waives any right he/they might ever have to claim that this Settlement
17 Agreement was in any way induced by fraud.

18 68. Binding Agreement: The Parties warrant that they understand and have full authority
19 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
20 enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure
21 in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
22 otherwise might apply under federal or state law.

23 69. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
24 dispute that has arisen between them and to avoid the burden, expense and risk of continued
25 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have
26 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
27 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
28 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any

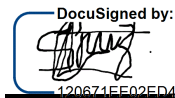
other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

70. Confidentiality: Plaintiffs and Plaintiffs' Counsel agree that they have not and will not publish the Settlement in any form of media. Plaintiffs' Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiffs' Counsel is authorized to make disclosures to the Court and the LWDA, the PAGA Members, the Settlement Administrator, and for any other reason necessary to obtain the approval of the Settlement or the administration thereof. Notwithstanding the foregoing, Plaintiffs' Counsel may include the Settlement (and/or a summary of the Settlement) in future declarations filed in support of Plaintiffs' Counsel's experience and/or adequacy in PAGA representative actions and/or class actions.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF

DATED: 11/19/2021

DocuSigned by:

 120671EE02ED4EE

VICTOR CORONEL

DATED: _____

PLAINTIFF

 GUILLERMO MOLINA

other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

70. Confidentiality: Plaintiffs and Plaintiffs' Counsel agree that they have not and will not publish the Settlement in any form of media. Plaintiffs' Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiffs' Counsel is authorized to make disclosures to the Court and the LWDA, the PAGA Members, the Settlement Administrator, and for any other reason necessary to obtain the approval of the Settlement or the administration thereof. Notwithstanding the foregoing, Plaintiffs' Counsel may include the Settlement (and/or a summary of the Settlement) in future declarations filed in support of Plaintiffs' Counsel's experience and/or adequacy in PAGA representative actions and/or class actions.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF

DATED: _____

VICTOR CORONEL

DATED: 11/19/2021

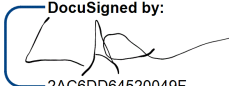
PLAINTIFF

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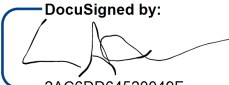
**DEFENDANT CMH MANUFACTURING
WEST, INC.**

DATED: 11/15/2021

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By: 
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Name: Shawn Jorgensen
Title: VP Human Resources

DEFENDANT CLAYTON HOMES, INC.

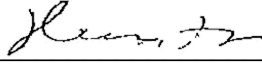
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By: 
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Name: Shawn Jorgensen
Title: VP Human Resources

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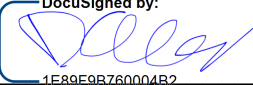
DATED: 11/22/2021

PROTECTION LAW GROUP, LLP

By: 
Heather Davis
Attorneys for Plaintiffs

DATED: 11/15/2021

ALEXIS LAW FIRM

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By: 
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Andrew L. Alexis
Attorneys for Defendants