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12 WILLIAM DELANEY, MICHAEL DELANEY and JAMES DELANEY

13 **SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

15 ALAN ENOMOTO, individually and on behalf
16 of all other similarly situated employees,

17 Plaintiff,

18 vs.

19 WORLDWIDE ENVIRONMENTAL
20 PRODUCTS, INC., a California Corporation;
21 WILLIAM DELANEY, an individual;
MICHAEL DELANEY, an individual;
22 JAMES DELANEY, an individual; and
DOES 1 to 100, inclusive,

23 Defendants.
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Case No.: 34-2020-00282573

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: July 30, 2020
FAC Filed: December 28, 2020
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement")
2 is made and entered into between the Plaintiff Alan Enomoto ("Plaintiff"), on behalf of himself, the Labor
3 and Workforce Development Agency, and Aggrieved Employees, and Defendants Worldwide
4 Environmental Products, Inc., William Delaney, Michael Delaney, and James Delaney ("Defendants").
5 This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 "Action" means the above stated lawsuit, *Enomoto v. Worldwide Environmental Products,*
9 *Inc.*, Sacramento County Superior Court, Case No. 34-2020-00282573, filed July 30, 2020.

10 1.2 "Aggrieved Employee(s)" means all non-exempt employees who have worked, or continue
11 to work, for Worldwide Environmental Products, Inc. in California during the PAGA Claim Period.

12 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.4 "Claim Amount" means an individual Qualified Claimant's and Aggrieved Employee's
15 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.2,
16 1.20, 1.24, 1.29, 5.5, and 5.8.

17 1.5 "Claims Administrator" means and refers to Simpluris, Inc., the third-party entity that will
18 administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action settlement
19 claims administrator agreed to by the Parties and approved by the Court for the purposes of administering
20 this Agreement. The Parties each represent that they do not have any financial interest in the Claims
21 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
22 of interest.

23 1.6 "Claims Administrator Costs" means the fees and expenses reasonably incurred by the
24 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
25 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
26 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
27 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
28 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class

1 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees
2 associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes;
3 all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related
4 payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under
5 the Agreement; all costs and fees associated with preparing any tax returns and any other filings required
6 by any governmental taxing authority or agency; all costs and fees associated with preparing any other
7 notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other
8 costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of
9 its duties under this Agreement.

10 1.7 "Class Counsel" means Galen T. Shimoda and Justin P. Rodriguez, of the Shimoda Law
11 Corp.

12 1.8 "Class Member(s)" means all non-exempt Service Technician employees who have
13 worked, or continue to work, for Worldwide Environmental Products, Inc. in California during the Class
14 Period. The estimated number of Class Members is approximately 33.

15 1.9 "Class Period" means July 30, 2016 up to August 1, 2020.

16 1.10 "Class Representative" means Plaintiff Alan Enomoto.

17 1.11 "Complaint" means the operative Complaint on file in the Action with the Court.

18 1.12 "Court" means the Sacramento County Superior Court.

19 1.13 "Defendants" means Worldwide Environmental Products, Inc., William Delaney, Michael
20 Delaney, and James Delaney.

21 1.14 "Defendants' Counsel" means Sanders Roberts LLP.

22 1.15 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
23 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
24 of Class Members, which is in addition to any Claim Amount paid to the Class Representative as a
25 Qualified Claimant.

26 1.16 "Effective Date" means (a) after the full Gross Settlement Amount has been paid and either
27 (b) the 60th calendar day after a signed order granting final approval of this Agreement has been filed
28 provided no motion to vacate the judgment, appeal, writ or other appellate proceeding having been filed;

1 or (c) the seventh (7th) calendar day after any motion to vacate the judgment, appeal, writ, or other
2 appellate proceeding opposing the Agreement has been finally dismissed with no material change to the
3 terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later.

4 1.17 "Final Approval Date" means the date a signed order granting final approval of this
5 Agreement is filed with the Court.

6 1.18 "Gross Settlement Amount" is the sum of One Hundred Seventy-Five Thousand Dollars
7 and No Cents (\$175,000.00).

8 1.19 "LWDA" means the California Labor and Workforce Development Agency.

9 1.20 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
10 distribution to Qualified Claimants, as described in this Agreement, after deduction of Plaintiff's attorneys'
11 fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to
12 the Class Representative.

13 1.21 "Notice of Settlement" means the document substantially in the form attached hereto as
14 Exhibit 1.

15 1.22 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice
16 of Settlement to Class Members and Aggrieved Employees.

17 1.23 "PAGA" means the California Private Attorneys General Act of 2004, California Labor
18 Code §§ 2698 *et seq.*

19 1.24 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards
20 resolving claims under the PAGA.

21 1.25 "PAGA Claim Period" means July 16, 2019 to up to August 1, 2020.

22 1.26 "Parties" mean Defendants and Plaintiff.

23 1.27 "Preliminary Approval Date" means the date a signed order granting preliminary approval
24 of this Agreement is filed with the Court.

25 1.28 "QSF" means a Qualified Settlement Fund set up by the Claims Administrator for the
26 benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this
27 Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain
28 the property of Defendants until the payments required under the Agreement are made.

1.29 "Qualified Claimant" means any and all Class Members who have not made any timely request to opt-out of the Agreement in accordance with Section 7.5.1 of this Agreement.

1.30 "Qualified Claimant's Released Claims" means all claims contained in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Qualified Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

1.31 "Qualifying Workweeks" are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendants' records.

1.32 "Released PAGA Claims" means any and all claims that were brought under the Private Attorneys General Act, Labor Code § 2698 et seq., as alleged in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the Class Representative's July 16, 2020 and September 14, 2020 letters to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.33 "Released Parties" means Defendants, as well as Defendants' parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective present and former officers, directors, agents, insurers, employees, in their corporate and individual capacities.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about July 16, 2020 and September 14, 2020 Plaintiff sent notices to the LWDA to exhaust administrative remedies under the PAGA for failure to pay overtime, failure to pay minimum wages, meal period violations, rest period violations, wage statement violations, failure to pay final wages, violation of Labor Code section 558, failure to pay contract wages and unlawful deductions, paid sick

1 leave violations, and untimely payment of wages. The LWDA did not respond to the notices within the
2 statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys
3 General on all alleged PAGA claims.

4 2.2 On or about July 30, 2020, Plaintiff filed a class action Complaint in Sacramento County
5 Superior Court on behalf of himself and Class Members alleging claims for failure to pay overtime, failure
6 to pay minimum wages, meal period violations, rest period violations, wage statement violations, waiting
7 time penalties, and unfair competition. Plaintiff filed a First Amended Complaint on approximately
8 December 28, 2020 to add a PAGA cause of action based on the violations alleged in the July 16, 2020
9 and September 14, 2020 notices to the LWDA on behalf of himself and Aggrieved Employees.

10 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
11 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
12 information on Class Members including, but not limited to, Class Members' workweeks, dates of
13 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
14 and payroll reports for a randomly selected sample of Class Members.

15 2.4 On May 10, 2021, the Parties participated in a lengthy mediation with private mediator
16 Francis J. Ortman III. Approximately one month after the conclusion of the mediation, the Parties were
17 able to come to a resolution after a mediator's proposal. At all times, the Parties' settlement negotiations
18 have been non-collusive, adversarial, and at arm's length.

19 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties,
20 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiff
21 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
22 relative merits of the claims and the defenses to those claims.

23 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to
24 pay putative class members for all time spent driving while under the control of Defendants, including
25 from home to the first jobsite or back home from the last jobsite; 2) failing to incorporate the value of
26 commissions, bonuses, and other non-discretionary remuneration into putative class members' regular
27 rates of pay for the purpose of calculating overtime and sick leave wages; 3) failing to authorize and permit
28 putative class members to take all meal and rest periods; 4) utilizing GPS records to automatically deduct

1 any time for idling or stops outside of client locations on the assumption that these were rest breaks or
2 meal periods; 5) failing to state the inclusive dates for any corrections to an employee's hours worked on
3 paystubs issued to employees; and 6) prohibiting part time employees from accruing paid sick leave.
4 Defendants have denied each of Plaintiff's claims and Defendants have denied that this Action is
5 appropriate for class certification for anything other than settlement purposes. The agreed upon Gross
6 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
7 underlying claims and the class data supporting these claims. The Parties, with the assistance of the
8 mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and
9 legal contentions and defenses.

10 2.7 The Parties agree that the above-described investigation and evaluation, as well as
11 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
12 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
13 Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled
14 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
15 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
16 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
17 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
18 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts
19 and circumstances.

20 3. THE CONDITIONAL NATURE OF THIS AGREEMENT

21 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
22 of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
23 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
24 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
25 conditional basis. If the Court does not enter an order granting final approval of the Agreement, or if the
26 Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement
27 shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or
28 utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain

1 subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence
2 408, and any other analogous rules of evidence that may be applicable. This Agreement and the
3 negotiations and discussions leading up to this Agreement, do not constitute, nor shall they be construed
4 as, an admission of liability or of any violation of federal, state or local law, ordinance, or regulation by
5 Defendants.

6 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
7 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
8 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
9 the Final Approval Date does not occur, Defendants do not waive, but rather expressly reserve, all rights
10 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
11 including, without limitation, the ability to challenge class or collective treatment on any grounds, as well
12 as to assert any and all other potential defenses or privileges.

13 4. SCOPE OF THE CLASS

14 4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled
15 to all benefits as authorized under the Agreement and subject to all obligations and duties required under
16 the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees
17 as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely
18 requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

19 4.2 Individuals entitled to recover under this Agreement will include only those individuals
20 who are identified as being within the scope of this Agreement under Section 4.1.

21 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
22 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
23 did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a data
24 request to the Claims Administrator. The data request must contain all of the following information: (a)
25 the full name and, if applicable, Social Security Number of the individual making the request; (b) the
26 name used by such employee as of the time his or her employment with Defendants ended; (c) the years
27 during which such employee was employed with Defendants; (d) a return address to which a response
28 may be sent; and, (e) proof of employment with Defendants during the Class Period and/or the PAGA

1 Claim Period. Every data request must be postmarked on or before the conclusion of the Notice Period
2 or otherwise submitted to the Claims Administrator such that it is received before the conclusion of the
3 Notice Period. Upon receipt of any data requests, the Claims Administrator shall promptly (but in no
4 event more than two business days) transmit the data requests to Defendants' Counsel and request that
5 Defendants review their records.

6 4.4 If the person submitting a data request is confirmed to be a Class Member and/or Aggrieved
7 Employee by Defendants, the Claims Administrator shall promptly mail a Notice of Settlement to the
8 person who submitted the data request, at the address designated for that purpose in the data request. All
9 provisions of this Agreement relating to the Notice of Settlements shall apply to Notice of Settlements
10 sent in response to data requests, and any person who submits a data request and is sent a Notice of
11 Settlement in response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved
12 Employee for all other purposes.

13 4.5 If Defendants dispute that the person submitting a data request is a Class Member and/or
14 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute
15 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
16 dispute. Defendants' records shall control unless the individual submitting the data request provides clear
17 and convincing evidence to doubt the accuracy of those records. Each data request dispute that
18 Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims
19 Administrator. The Claims Administrator must accept and weigh all the evidence provided in a good faith
20 attempt to resolve the dispute. The Claims Administrator must resolve any dispute submitted to it within
21 seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Claims
22 Administrator. The decision by the Claims Administrator shall be final and there shall be no right of
23 appeal.

24 5. TERMS OF THE SETTLEMENT

25 The Parties agree as follows:

26 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
27 Section 6, Defendants shall pay the Gross Settlement Amount (\$175,000.00). The Gross Settlement
28 Amount shall be paid in six (6) installments. The first installment of \$50,000.00 is due within fourteen

(14) after the Final Approval Date. The remaining installments, each in the amount of \$25,000.00, consist of five quarterly payments due on the date of each subsequent quarter. However, the second payment will be due during the quarter that is at least three calendar months after the first installment is due. For the purpose of this paragraph, a quarter shall begin on December 1, March 1, June 1, and September 1. The final installment will include any applicable taxes Defendants owe on amounts attributed as wages under the Agreement. All funds paid by Defendants are to be held in trust in a QSF by the Claims Administrator until the Effective Date. The Gross Settlement Amount includes payments to Qualified Claimants, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Claims Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Qualified Claimants will be paid from the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% or \$61,250.00 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the \$61,250.00 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$15,000.00, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$15,000.00 threshold. The Claims Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$10,000.00. The difference between any actual costs and the allocated \$10,000.00 shall be added to the Net Settlement Amount.

1 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
2 an Enhancement Payment to the Class Representative in an amount not to exceed Fifteen Thousand
3 Dollars and No Cents (\$15,000.00) to compensate for the risks, time, and expense of his involvement in
4 the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment
5 is in addition to the Claim Amount Plaintiff would otherwise be due under the Agreement as a Qualified
6 Claimant. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment
7 to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment will be
8 designated as a non-wage payment and reported on an IRS Form 1099. In the event that the Court awards
9 less than the Enhancement Payment amount requested, then any portion of the requested amount not
10 awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to
11 Qualified Claimants on a pro rata basis.

12 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross
13 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%)
14 of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to
15 Aggrieved Employees on a pro rata basis as described below in Section 5.8. Any amount not approved
16 by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be
17 distributed to Qualified Claimants on a pro rata basis.

18 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or
19 PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that were not claimed by
20 cashing their respective settlement checks before the deadline to do so under Section 7.5.1 of this
21 Agreement, that remaining amount shall be donated equally, i.e. 50/50, to Capital Pro Bono, Inc. and the
22 Center for Workers' Rights. No portion of the Gross Settlement Amount will revert to Defendants or
23 Class Counsel for any reason.

24 5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified Claimants
25 and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
26 actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not
27 entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits
28 under any company bonus or other compensation or benefit plan or agreement in place during the period

covered by the Agreement, nor will it entitle any Qualified Claimant Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, deferred compensation benefits, or any other similar type(s) of benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Qualified Claimants and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA Payment. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved Employees are as follows:

5.9.1 One third (1/3) of each Qualified Claimants' Claim Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Qualified Claimants shall receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

1 5.9.2 Two thirds (2/3) of each Qualified Claimants' Claim Amount shall be allocated for
2 disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of
3 the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall receive
4 an IRS Form 1099-MISC.

5 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
6 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
7 for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the
8 Aggrieved Employees shall receive an IRS Form 1099-MISC.

9 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the reporting
10 and payment of their share of any federal, state and/or municipal income or other taxes on payments made
11 pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and
12 harmless from any claims resulting from treatment of such payments as non-taxable, including the
13 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.
14 No party has made any representation to any of the other Parties as to the taxability of any payments
15 pursuant to this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved
16 Employees, the payments to Class Counsel, the payments to the Class Representative, the payroll tax
17 liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and
18 non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this
19 Agreement.

20 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
21 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
22 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
23 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
24 unless expressly provided otherwise herein. However, in the event this agreement is deemed null and
25 void as described in Section 3 because the Court, in its independent determination, finds that the
26 Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be
27 equally responsible for the costs of the Claims Administrator incurred between the date the Agreement
28 was executed and the date of such event.

1 **5.12 Certification For Settlement Purposes:** The Parties agree that, for purposes of settlement
2 only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for
3 establishing class certification have been met and are met.

4 **5.13 Adequacy of Class Counsel and Class Representatives:** The Parties agree that, for purposes
5 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
6 Aggrieved Employees.

7 **6. RELEASE**

8 **6.1 Release of Claims by Qualified Claimants:** Upon the Effective Date, all Qualified
9 Claimants will be deemed to fully, finally and forever release Qualified Claimant's Released Claims as to
10 all Released Parties. In addition, on the Effective Date, all Qualified Claimants and their successors in
11 interest will be permanently enjoined and forever barred from prosecuting any of Qualified Claimant's
12 Released Claims against any of the Released Parties.

13 **6.2 Release of Claims by Aggrieved Employees:** Upon the Effective Date, all Aggrieved
14 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
15 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
16 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
17 Claims against any of the Released Parties.

18 **7. SETTLEMENT ADMINISTRATION**

19 **7.1 Duties of Claims Administrator:** The Claims Administrator shall be responsible for: 1)
20 receiving Class Member and Aggrieved Employee contact information and confirming addresses are
21 valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts,
22 including Employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members
23 and Aggrieved Employee whose address or contact information as provided to the Claims Administrator
24 is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification
25 to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving,
26 independently reviewing, and resolving any challenges (in consultation with Class Counsel and
27 Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated
28 documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class

1 Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out
2 statements; 7) establishing a toll free telephone line and responding to inquiries and requests for
3 information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
4 determining and paying the final amounts due to be paid under the Agreement after resolution of all
5 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Claims Administrator Costs, PAGA
6 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
7 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late
8 opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual
9 funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel the statistics of the
10 administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
11 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
12 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
13 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g)
14 the number of total objections received; (h) the number of opt-out requests received; (i) the number of
15 disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding
16 the final statistics of the administration and compliance with all payment obligations under the Agreement;
17 14) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to Qualified
18 Members and Aggrieved Employees; 15) maintaining a website address where Class Members and
19 Aggrieved Employees can review copies of all filed documents in this case; and 16) carrying out other
20 related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All
21 disputes relating to the Claims Administrator's ability and need to perform its duties shall be referred to
22 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
23 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

24 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will
25 provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the
26 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
27 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
28 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net

1 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
2 proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the
3 class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
4 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
5 regarding Class Member's and Aggrieved Employee's estimated Claim Amount.

6 7.3 Class Member Data and Mailing: No later than twenty (20) calendar days after the
7 Preliminary Approval Date, Defendants shall provide the Claims Administrator with the name, last known
8 mailing address, last known telephone number, Social Security Number, start and end date of employment
9 (if any) of each Class Member, and any other information the Claims Administrator may request to
10 effectuate notice to Class Members and Aggrieved Employees as outlined herein. The Claims
11 Administrator shall review the data to determine the number of Qualifying Workweeks for each Class
12 Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt of such address
13 information, the Claims Administrator will perform a national change of address ("NCOA") search,
14 update the addresses per the results of the NCOA search, and then mail the Notice of Settlement,
15 substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee by first-
16 class mail, postage prepaid. The Claims Administrator shall maintain all information received from
17 Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to
18 review the breakdown of Qualified Workweeks and estimated Claim Amounts for Class Members and
19 Aggrieved Employees prior to mailing for quality assurance, provided that any and all personal identifying
20 information is redacted and/or omitted.

21 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
22 is returned to the Claims Administrator as non-delivered on or before the conclusion of the Notice Period,
23 the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar
24 days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to
25 determine a correct address using a single skip-trace, computer or other search using the name, address
26 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
27 five (5) calendar days. Following each search that does not result in a corrected address, for those Class
28 Members who appear to be current employees of Defendants at the time of the Preliminary Approval Date,

1 the Claims Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate
2 in good faith with the Claims Administrator's reasonable efforts to obtain valid mailing addresses for
3 Class Members to the extent they are active employees of Defendants. In the event the Notice of
4 Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class
5 Member to submit any request to opt-out, dispute, or objection shall be the end of the Notice Period or 10
6 days from the date of the re-mailing, whichever is later. In the event the procedures in this Section are
7 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
8 be bound by all terms of the Agreement, including the Releases contained in Section 6.

9 7.5 Responses to Notice of Settlement:

10 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish
11 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
12 The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a clear and
13 unequivocal statement that he or she does not want to be a Class Member, does not want to participate in
14 the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number
15 (i.e., *Enomoto v. Worldwide Environmental Products, Inc.*, 34-2020-00282573); (d) be signed; (e) include
16 a statement under penalty of perjury identifying the date or dates in which the Class Member was
17 employed by Defendants with documentary proof thereof; and, (f) be post-marked no later than the
18 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must
19 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class
20 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to
21 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to
22 opt-out of the Agreement will not be entitled to any benefit of the Agreement or any portion of the Net
23 Settlement Amount, will not be bound by the Agreement, nor will they have any right to object, appeal or
24 comment thereon. Class Members who fail to submit a valid and timely request to opt-out shall be bound
25 by all terms of the Agreement and any order or final judgment thereon, regardless of whether they
26 otherwise have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this
27 Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt
28 out of being a Class Member.

1 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
2 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
3 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
4 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
5 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
6 full name and date of birth; (b) provide evidence, including but not limited to documentary proof, that the
7 individual is, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis
8 and/or supporting documentation; (d) identify the case name and number (*i.e.*, *Enomoto v. Worldwide*
9 *Environmental Products, Inc.*, 34-2020-00282573) (e) be signed; and (f) be post-marked no later than the
10 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The objecting Class
11 Member must also file a notice of intent to appear with the Court and serve the notice on Class Counsel
12 and Defendants' Counsel, if they intend to appear at the final approval hearing.

13 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
14 Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a)
15 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute;
16 (c) be signed; (d) include a statement under penalty of perjury identifying the date or dates in which the
17 Class Member was employed by Defendants with documentary proof thereof; and, (e) be post-marked no
18 later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Claims
19 Administrator shall promptly (but in no event more than two business days) forward all such disputes to
20 Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall
21 presumptively control unless the Class Member can produce clear and convincing evidence reflecting
22 other periods of employment worked. If Defendants dispute the submitted information, the Class Member
23 shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that
24 final number of Qualified Workweeks shall govern the calculation of that Class Member's Claim Amount.
25 If Defendants do not agree with the submitted information, Defendants' Counsel will promptly advise
26 Class Counsel of the dispute, which includes turning over any documentation submitted by the Class
27 Member as part of the dispute. Defendants' Counsel and Class Counsel shall attempt in good faith to
28 resolve any such dispute within seven (7) calendar days of Class Counsel being advised of the dispute.

1 Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the
2 Claims Administrator or Court.

3 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
4 objection, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator
5 shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If
6 a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency
7 shall be the end of the Notice Period or 5 days from the date of the deficiency letter, whichever is later.

8 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
9 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
10 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
11 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

12 7.7 Claims Administrator Declaration Regarding Notice Period: Within twenty-one (21) days
13 after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and
14 Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed
15 report regarding the statistics and responses of settlement administration to date and all the Claims
16 Administrators' obligations under Sections 5.8 to 5.9-5.9.3, 7.1 to 7.5.4, and 7.9.

17 7.8 Claims Administrator Payments to Qualified Claimants, Class Counsel and Plaintiff:
18 Within seven (7) calendar days after the Final Approval Date and the Court's determination of the amount
19 of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the
20 PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net
21 Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any
22 applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants'
23 Counsel. Defendants shall wire transfer the Gross Settlement Amount and applicable taxes necessary to
24 fund the Settlement as described in Section 5.1 to the Claims Administrator to be to be held in trust in a
25 QSF. Within seven (7) calendar days after the Effective Date, the Claims Administrator shall deliver
26 payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, the
27 75% portion of the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment to
28

1 Qualified Claimants and/or Aggrieved Employees as required under this Agreement and approved by
2 Court.

3 7.8.1 The Claims Administrator shall wire transfer the Court-approved attorneys' fees
4 and costs to Class Counsel unless other method is requested by Class Counsel. Class Counsel shall provide
5 the Claims Administrator with the pertinent taxpayer identification number and payment instructions after
6 the Final Approval Date.

7 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
8 Enhancement Payment to the Class Representative, care of Class Counsel unless other method is requested
9 by Class Counsel.

10 7.8.3 Only Qualified Claimants and Aggrieved Employees shall receive their Claim
11 Amount.

12 7.8.4 The Claims Administrator shall remit and report the applicable portions of the
13 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
14 Agreement. Defendants agree to reasonably cooperate with the Claims Administrator to the extent
15 necessary to determine the amount of the payroll tax payment required.

16 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue
17 Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check, which shall
18 become null and void if not deposited within one hundred twenty (120) calendar days of issuance. After
19 one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all
20 uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall
21 deliver these funds within fourteen (14) calendar days after the check cashing deadline.

22 7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration:
23 Within twenty-one (21) days after the last day for Qualified Claimants and Aggrieved Employees to cash
24 their settlement checks, the Claims Administrator shall provide Class Counsel and Defendants' Counsel
25 with a signed declaration under penalty of perjury providing a complete and detailed report regarding the
26 settlement administration documenting that all payments under the Agreement have been made, that the
27 Court's final approval order has been complied with, and that all the obligations of the Claims
28 Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Claims Administrator with Class Member information	Within 20 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member mailing information, and mail Notice of Settlement	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 days after the Final Approval Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after the Effective Date
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Qualified Members and Aggrieved Employees

Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed Motion for Preliminary Approval (the "Motion") to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week and a half after receipt of the draft Motion from Class Counsel. With regard to the final approval documents, a similar one-week and one week and a half maximum review and response time, respectively, shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's Motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving

1 settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving
2 the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment
3 of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
4 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
5 approved as fair, reasonable and adequate as to the Class Members.

6 9.1.2 Defendants shall not oppose Plaintiff's Motion for approval of the proposed
7 Agreement.

8 9.1.3 The Parties shall cooperate with each other and the Claims Administrator during
9 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
10 appropriate to assure effective communication to individual Class Members of information about their
11 rights and obligations under this Agreement.

12 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
13 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
14 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
15 Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice
16 of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of
17 the Claim Administrator's mailings including tracing and re-mailing efforts.

18 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
19 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
20 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
21 payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
22 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
23 Approving the Claims Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
24 oversee administration and enforcement of the terms of the Agreement and the Court's orders.

25 9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the
26 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
27 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside
28 the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class

1 Counsel will assist the Claims Administrator as needed or requested in the process of identifying and
2 locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and
3 assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each
4 other and assist the Claims Administrator as needed or requested in completing the distribution of any
5 residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with
6 the Claims Administrator, will certify to the Court completion of all payments required to be made by this
7 Agreement.

8 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
9 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action
10 and PAGA Settlement and Final Judgment.

11 9.4 Notice to LWDA: Plaintiff agrees to provide notice to the Labor and Workforce
12 Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

13 **10. MISCELLANEOUS TERMS**

14 10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
15 20% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
16 with the provisions of the Agreement, Defendants may, at their election, rescind the Agreement and all
17 actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of
18 rescission, in writing, to Class Counsel, within fourteen (14) calendar days after the Claims Administrator
19 notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Claims
20 Administrator Costs shall be paid by Defendants. Defendants have represented that there are no more
21 than 1,247 workweeks during the Class Period. In the event the number of workweeks during the Class
22 Period is more than 1,496.4 (*i.e.*, greater than 20% more than 1,247), then the Gross Settlement Amount
23 shall be increased proportionally by the workweeks in excess of 1,247, multiplied by the pay period
24 value. For example, if there were 11,900 workweeks represented to exist during the Class Period, but
25 there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00 per
26 workweek, Defendants would have to increase the Gross Settlement Amount by \$15,500.00 (15,000
27 workweeks - 11,900 workweeks = 3,100 workweeks x \$5.00/workweek).

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10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the

1 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
2 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

3 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
5 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

6 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Final Approval Date,
7 judgment will be entered according to this Agreement, with the Court to retain jurisdiction over the parties
8 to enforce the terms therein.

9 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may reasonably be necessary to
12 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
13 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
14 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

15 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
20 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
21 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
22 or any other person, and Defendants specifically disclaim any liability, culpability, negligence,
23 wrongdoing toward Plaintiff, the Class Members, or any other person, or of any violation of
24 federal, state or local law, ordinance or regulation by Defendants. Each of the Parties has entered into this
25 Stipulation with the intention to avoid further disputes and litigation.

26 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
28

the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Sanders Roberts LLP
1055 W. 7th Street, Suite 3200
Los Angeles, CA 90017
Telephone: 213-426-5000
Facsimile: 213-234-4581

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Claims Administrators, successors, and assigns.

10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement. The Parties stipulate and agree that the Sacramento County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

1 10.13 No Modifications: This Agreement may be amended or modified only by a written
2 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
3 discharged except by performance in accordance with its terms or as ordered by a court of competent
4 jurisdiction.

5 10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
7 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
9 this Agreement.

10 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
11 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
12 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
13 may be executed on behalf of all Class Members by the Class Representative.

14 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
15 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
16 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
17 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
18 and effect of originals.

19 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
20 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
21 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
22 with, and governed by, the substantive laws of the State of California without giving effect to that State's
23 choice of law principles.

24 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
25 as a matter of convenience and for reference, and in no way define, limit, extend, construe or describe the
26 scope of this Agreement, or any provision thereof.

27 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could
28 be construed as retaliation against any Class Members for participating or seeking to participate in this

1 class action settlement. The Parties will not discourage any class member from participating or seeking
2 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
3 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
4 shall be entitled to further attorneys' fees and costs.

5 **10.20 Integrated Agreement:** This Agreement sets forth the entire understanding between the
6 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
7 Each party acknowledges that there is no representation, inducement, promise or agreement which has
8 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
9 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
10 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

11 **10.21 Binding on Successors and Assigns:** This Agreement will be binding upon, and inure to
12 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

13 **10.22 Invalidity of Any Provision:** Before declaring any provision of this Agreement invalid, the
14 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
15 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

16 **10.23 Waiver of Compliance:** No waiver of any condition or covenant contained in this
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
18 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

19 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
20 attorneys, as of the day and year herein set forth.

21 **For Plaintiff:**

22 Date: 9/21/2021

DocuSigned by:
Alan Enomoto
BEECD869857480
Alan Enomoto

23 **For Defendants:**

24 Date: 9/30/21

25 *William Delaney*
26 By:
27 For Worldwide Environmental Products, Inc.
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2 Date: 9-30-21

William Delaney
William Delaney

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4 Date:

Michael Delaney

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7 Date:

James Delaney

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9 APPROVED AS TO FORM

Shimoda Law Corp.

10
11 Dated: 9/21/21

By:

Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff and Aggrieved
Employees

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14 APPROVED AS TO FORM

SANDERS ROBERTS LLP

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16 Dated:

By:

Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Attorneys for Defendants

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Date: _____

William Delaney

Date: Sep 23, 2021

Michael Delaney
Michael Delaney

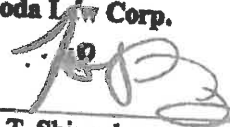
Date: _____

James Delaney

APPROVED AS TO FORM

Shimoda Law Corp.

Dated: 9/21/21

By: 
Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

SANDERS ROBERTS LLP

Dated: _____

By: _____
Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Attorneys for Defendants

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Date: _____

William Delaney

Date: _____

Michael Delaney

Date: Sep 23, 2021

James Delaney
James Delaney

APPROVED AS TO FORM:

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Justin P. Rodriguez
Attorneys for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

SANDERS ROBERTS LLP

Dated: _____

By: _____
Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Attorneys for Defendants

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Date: _____

William Delaney

Date: _____

Michael Delaney

Date: _____

James Delaney

APPROVED AS TO FORM:

Shimoda Law Corp.

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Galen T. Shimoda
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Attorneys for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

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By: 
Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Attorneys for Defendants

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Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

ALAN ENOMOTO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

WORLDWIDE ENVIRONMENTAL
PRODUCTS, INC., a California Corporation;
WILLIAM DELANEY, an individual;
MICHAEL DELANEY, an individual; JAMES
DELANEY, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2020-00282573

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt Service Technician employees who have worked, or continue to work, for Worldwide Environmental Products, Inc. in California from July 30, 2016, to August 1, 2020 (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to an order from the Sacramento County Superior Court ("Court") granting preliminary approval of this class action settlement, entered on _____, you are receiving notice of a proposed class action settlement between Plaintiff Alan Enomoto ("Plaintiff" or "Class Representative"), and Defendants Worldwide Environmental Products, Inc., William Delaney, Michael Delaney, and James Delaney ("Defendants") on behalf of Class Members as defined above. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked _____ workweeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On July 30, 2020, Plaintiff, a former employee, filed a Complaint against Defendants in the California Superior Court for the County of Sacramento on behalf of himself and Class Members. The term "Action" means this putative class action pending in the Superior Court of California for the County of Sacramento, Case No. 34-2020-00282573. The Class Period is July 30, 2016 to August 1, 2020 (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself and Class Members. Plaintiff alleged that Defendants violated California law by 1) failing to pay putative class members for all time spent driving while under the control of Defendants, including from home to the first jobsite or back home from the last jobsite; 2) failing to incorporate the value of commissions, bonuses, and other non-discretionary remuneration into putative class members' regular rates of pay for the purpose of calculating overtime and sick leave wages; 3) failing to authorize and permit putative class members to take all meal and rest periods; 4) utilizing GPS records to automatically deduct any time for idling or stops outside of client

locations on the assumption that these were rest breaks or meal periods; 5) failing to state the inclusive dates for any corrections to an employee's hours worked on paystubs issued to employees; and 6) prohibiting part time employees from accruing paid sick leave. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. The Agreement, however, does not constitute, nor may it be construed as, an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, or of any violation of federal, state or local law, ordinance or regulation by Defendants. Defendants have entered into this settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release ("Agreement"), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. "Class Member" does not include persons who submit valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the settlement, or to exclude yourself ("opt out") from the settlement. This notice is to advise you of how you can either participate in the settlement or be excluded from the settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants agrees to pay a total sum of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount which equals \$61,250.00, attorneys' costs not to exceed \$15,000.00, Claims Administrator Costs estimated not to exceed \$10,000.00, Class Representative's Enhancement Payment of \$7,500.00, and \$10,000.00 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants from the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period.

Of the \$10,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have worked, or continue to work, for Worldwide Environmental Products, Inc. in California from July 16, 2019, to August 1, 2020. The Gross Settlement Amount will be paid on an installment plan that is expected to be fully funded within approximately sixteen (16) months after the final approval. Payments to Class Members and Aggrieved Employees will be made within approximately seven (7) days after the Gross Settlement Amount is fully funded.

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment ("Claim Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked

by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement, or any other similar type(s) of benefits.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless clear and convincing evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) include a statement under penalty of perjury identifying the date or dates in which the Class Member was employed by Defendants with documentary proof thereof; (d) be signed; and, (e) be post-marked no later than _____. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released all claims contained in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code § 2698 et seq., as alleged in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the Class Representative's July 16, 2020 and September 14, 2020 letters to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include means Defendants, as well as Defendants' parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective present and former officers, directors, agents, insurers, employees, in their corporate and individual capacities.

Class Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if Class Members have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs to be approved by the Court, up to a maximum of 35% of the Gross Settlement Amount which equals \$61,250.00, and attorneys' costs not to exceed \$15,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the settlement and believe your workweek information is accurate, you do not need to take any further action. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a clear and unequivocal statement that you do not want to be a Class Member, do not want to participate in the settlement, and/or wants to be excluded from this settlement; (c) include a statement under penalty of perjury identifying the date or dates in which you were employed by Defendants with documentary proof thereof; (d) identify the case name and number (i.e. *Enomoto v. Worldwide Environmental Products, Inc.*, 34-2020-00282573); (e) be signed; and, (f) be post-marked no later than _____. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[admin info]

The request to opt out must be postmarked no later than _____. If you submit a request to opt out which is not postmarked by _____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not received their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (i.e. *Enomoto v. Worldwide Environmental Products, Inc.*, 34-2020-00282573) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiff and Defendants at the addresses identified in section IV of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you must file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the settlement has been granted by the Court, each and every Class Member who does not opt out of the settlement and Aggrieved Employee, will release Defendants and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this settlement. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 53, 813 6th Street Sacramento, CA 95814 on _____ at 1:30 p.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class

Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

VI. ADDITIONAL INFORMATION

Copies of all documents filed in this lawsuit may be accessed online at <https://www.simpluris.com/case-information> by typing in the name of this case. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Reginald Roberts, Jr.
Melvin Felton
Ricardo Reyes
Sanders Roberts LLP
1055 W. 7th Street, Suite 3200
Los Angeles, CA 90017
Telephone: 213-426-5000
Facsimile: 213-234-4581
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Enomoto Joint Stip Re Class and PAGA Settlement 9-21-21

Final Audit Report

2021-09-23

Created:	2021-09-22
By:	Melvin Felton (mfelton@sandersroberts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAP5EC_3SOKTfW3e0IKcmQQupuGYX401nP

"Enomoto Joint Stip Re Class and PAGA Settlement 9-21-21" History

-  Document created by Melvin Felton (mfelton@sandersroberts.com)
2021-09-22 - 11:33:49 PM GMT
-  Document emailed to James Delaney (jdelaney@wep-inc.com) for signature
2021-09-22 - 11:34:43 PM GMT
-  Email viewed by James Delaney (jdelaney@wep-inc.com)
2021-09-23 - 7:12:14 AM GMT - IP address: 81.155.215.34
-  Document e-signed by James Delaney (jdelaney@wep-inc.com)
Signature Date: 2021-09-23 - 7:14:18 AM GMT - Time Source: server- IP address: 81.155.215.34
-  Agreement completed.
2021-09-23 - 7:14:18 AM GMT