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4 Attorneys for Plaintiffs,
5 RAYSHAWN GRAY, on behalf of himself and all
others similarly situated
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**
10

11 RAYSHAWN GRAY, on behalf of himself
and all other similarly situated,

12 Plaintiffs,
13

14 v.

15 TRI TEK ELECTRONICS, INC., a California
corporation; and DOES 1 through 100,
Inclusive
16

17 Defendants.

CASE NO.: 20STCV25083

[Assigned for all purposes to the Hon. Amy
D. Hogue - Dept. 7]

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

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1 TO THE COURT:

2 This Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement
3 Agreement") is made and entered into by and between Rayshawn Gray ("Plaintiff"),
4 individually and on behalf of all others similarly situated, and Tri Tek Electronics, Inc.,
5 ("Defendant") (Defendant and Plaintiff will collectively be referred to as the "Parties"), and is
6 subject to the terms and conditions below, and to the Court's approval. The Parties expressly
7 acknowledge that this Settlement Agreement is entered into solely for the purpose of
8 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
9 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement
10 is not approved, it will be of no force or effect, and the Parties will be returned to their
11 respective positions immediately prior to and as if they had never executed this Settlement
12 Agreement as more fully set forth below.

13 DEFINITIONS

14 The following definitions are applicable to this Settlement Agreement. Definitions
15 contained elsewhere in this Settlement Agreement will also be effective:

16 1. "Action" means *Rayshawn Gray v. Tri Tek Electronics, Inc., et al.*, Los Angeles
17 County Superior Court Case No. 20STCV25083.

18 2. "Claims Administrator" means Simpluris, Inc. or any other third-party class
19 action settlement claims administrator agreed to by the Parties and approved by the Court for
20 the purposes of administering this Settlement. The Parties each represent that they do not have
21 any financial interest in the Claims Administrator to be approved or otherwise have a
22 relationship with the Claims Administrator that could create a conflict of interest.

23 3. "Claims Administration Expenses" means the costs payable to the Claims
24 Administrator for administering this Settlement, including, but not limited to, printing,
25 translating into Spanish, conducting a National Change of Address ("NCOA") search,
26 distributing (including with appropriate postage), and tracking documents for this Settlement in
27 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
28 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel

1 Fees and Costs, and providing necessary certification of completion of notice, reports and
2 declarations, establishing and administering a qualified settlement fund account and other
3 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
4 Claims Administration Expenses are currently estimated to be not more than Five Thousand
5 Dollars (\$5,000.00).

6 4. "Class Counsel" means Michael Nourmand and James A. DeSario of The
7 Nourmand Law Firm, APC.

8 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
9 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
10 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
11 associated with documenting the Settlement, providing any notices required as part of the
12 Settlement or Court order, securing the Court's approval of the Settlement, administering the
13 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
14 request attorneys' fees of not to exceed 33.33% of the Gross Settlement Amount or One
15 Hundred Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
16 (\$128,333.33) and litigation costs and expenses not to exceed Twenty Thousand Dollars
17 (\$20,000.00). Defendant has agreed not to oppose Class Counsel's request for Class Counsel
18 Fees and Costs.

19 6. "Class List" means a complete list of all Class Members that Defendant will
20 diligently and in good faith compile from their records and provide to the Claims Administrator
21 within seven (7) calendar days after the Court's entry of an order granting preliminary approval
22 of this Settlement. The Class List will be formatted in Microsoft Office Excel and Defendant
23 will use its best efforts to include each Class Member's full name; most recent mailing address
24 and telephone number; dates of employment or number of workweeks worked during the Class
25 Period; and Social Security number.

26 7. "Class Member(s)" or "Settlement Class" means: Plaintiff and all current and
27 former hourly non-exempt employees of Defendant employed in California during the period of
28 July 1, 2016 through June 28, 2021.

1 8. “Class Period” means the period from July 1, 2016 through June 28, 2021.

2 9. “Class Representative Enhancement Payment” means the amount to be paid from
3 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
4 and in recognition of his effort in prosecuting the Action on behalf of Class Members. Plaintiff
5 will request and Defendant will not oppose Plaintiff’s application to the court for a payment of
6 Seven Thousand Five Hundred Dollars (\$7,500.00) for his willingness to serve as Class
7 Representative.

8 10. “Court” means the Los Angeles County Superior Court, or any other court taking
9 jurisdiction of the Action.

10 11. “Effective Date” means the date when the Final Approval Order becomes final.
11 For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur
12 of the following: (a) if there are no objections to the Settlement, the date the Court enters an
13 order granting final approval of the Settlement; or (b) if there are objections to the Settlement,
14 and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the
15 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an
16 order granting final approval of the Settlement.

17 12. “Gross Settlement Amount” means the maximum settlement amount of Three
18 Hundred Eighty-Five Thousand Dollars (\$385,000.00) (“Gross Settlement Amount”), which has
19 been and/or will be paid by Defendant in full satisfaction of all claims arising from the Action.
20 The Gross Settlement Amount includes all Individual Settlement Payments to Participating
21 Class Members, the Class Representative Enhancement Payment, Claims Administration
22 Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Ten Thousand
23 Dollars (\$10,000.00) of which 75% or Seven Thousand Five Hundred Dollars (\$7,500.00) will
24 be paid to the Labor Workforce Development Agency (“LWDA”) and 25% or Two Thousand
25 Five Hundred Dollars (\$2,500.00) to PAGA Group Members. Defendant will pay the
26 employer's share of payroll taxes in addition to the Gross Settlement Amount.

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1 13. “Individual Settlement Payment” means each Participating Class Member’s and
2 PAGA Group Member’s share of the Net Settlement Amount, to be distributed to Plaintiff,
3 PAGA Group Members, and Class Members who do not request exclusion from the settlement.

4 14. “Net Settlement Amount” means the maximum amount available for distribution
5 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
6 Enhancement Payment, Claims Administration Expenses, and \$7,500.00 as PAGA penalties
7 from the Gross Settlement Amount.

8 15. “Notice of Objection” means a Class Member’s valid and timely written
9 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
10 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
11 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
12 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
13 persons who will be called to testify in support of the objection. Further, irrespective if an
14 objection submits a Notice of Objection, he/she may appear at the Final Approval hearing,
15 either in person or through counsel, at his or her expense, to present his/her objection to the
16 Court. The Parties will be permitted to respond in writing to such objections at least seven
17 calendar days prior to the Final Approval hearing or within the time period set by the Court.

18 16. “Notice” means the Notice of Class Action Settlement, substantially in the form
19 attached as Exhibit A.

20 17. “PAGA” means the California Private Attorneys General Act of 2004, which is
21 codified in California Labor Code §2698, et seq.

22 18. “PAGA Group Member(s)” means Plaintiff and all current and former hourly
23 non-exempt employees of Defendant within California at any time during the PAGA Period.

24 19. “PAGA Period” means the period from July 1, 2020 to June 28, 2021.

25 20. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
26 allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have
27 agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to Court
28 approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five Hundred Dollars

1 (\$7,500) will be paid to the LWDA ("LWDA Payment"), and the remaining 25% or Two
2 Thousand Five Hundred Dollars (\$2,500) will be distributed to PAGA Group Members.

3 21. "Participating Class Members" means all Class Members who do not submit
4 valid Requests for Exclusion.

5 22. "Preliminary Approval" means the Court order granting preliminary approval of
6 the Settlement Agreement.

7 23. "Released PAGA Claims" means any and all claims for civil penalties under
8 PAGA based on the Labor Code violations alleged in the operative Complaint and in Plaintiff's
9 notice sent to the LWDA, including attorneys' fees and costs related thereto, regardless of
10 whether PAGA Group Members opt out from the Settlement Agreement.

11 24. "Released Claims" means California wage and hour claims, penalties, interest,
12 and causes of action, arising from or related to the claims pled in Plaintiff's operative complaint
13 ("Complaint") or that could have been pled in the Complaint based on the factual allegations
14 pled in the Complaint, including claims for allegedly unpaid minimum and overtime wages,
15 failure to provide compliant meal breaks, inaccurate wage statements, failure to pay all wages
16 owed upon termination under the California Labor Code, or applicable wage order(s), unfair
17 competition claims under California Business & Professions Code §17200, et seq. based on the
18 Labor Code violations alleged in the Complaint, and any penalties, restitution, disgorgement,
19 interest or attorneys' fees that occurred during the relevant Class Period as defined herein.

20 25. "Released Parties" means Defendant and Defendant's former and present
21 parents, subsidiaries and affiliated companies and entities and their current, former and future
22 owners, officers, directors, members, managers, employees, consultants, partners, affiliates,
23 subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any successors,
24 assigns, or legal representatives and any individual or entity who or which could be jointly
25 liable with Defendant and all persons or entities acting by, through, under or in concert with
26 any of them.

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26. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail or fax to the Claims Administrator at the specified address or fax number indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

27. “Response Deadline” means the deadline by which Class Members must fax or postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for Request for Exclusion, objection, and dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Claims Administrator in accordance with the notice procedure described in Paragraphs 38 through 41 of this Settlement Agreement. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s counsel.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

28. Impact of Any Court Determination Not to Enter Final Approval Order. In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur, on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement.

29. **Settlement Funding.** Defendant shall fund the Gross Settlement Amount in the sum of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) plus Defendant's share of the employer's payroll taxes by depositing the funds with the Claims Administrator within thirty calendar days of the Court granting final approval. The Gross Settlement Amount and Defendant's share of employer's payroll taxes (referred to as the "Settlement Fund Deposit

1 Amount”) shall be deposited into an interest-bearing Qualified Settlement Fund account from
2 which the Claims Administrator will have authority to distribute money in accordance with the
3 terms of this Settlement Agreement.

4 30. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
5 application or motion by Class Counsel for Class Counsel Fees in the amount of One Hundred
6 Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
7 (\$128,333.33), which is approximately 33.33% of the Gross Settlement Amount plus the
8 reimbursement of costs and expenses associated with Class Counsel’s litigation and settlement
9 of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00). In consideration of their
10 awarded attorneys’ fees and costs and expenses, Plaintiff and Class Counsel waive any and all
11 claims to any further attorneys’ fees and expenses in connection with the Action.

12 31. Class Representative Enhancement Payment. In exchange for named Plaintiff
13 executing a general release, and in recognition of his effort in prosecuting the Action on behalf
14 of Class Members, Defendant agrees not to oppose or impede any application or motion for a
15 Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars
16 (\$7,500.00) to the named Plaintiff. The Class Representative Enhancement Payment, which
17 will be paid from the Gross Settlement Amount, will be in addition to Plaintiff’s Individual
18 Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally
19 responsible to pay any and all applicable taxes, penalties and interest on the payment made
20 pursuant to this paragraph and will hold Defendant harmless from any claim or liability for
21 taxes, penalties, or interest arising as a result of the payment.

22 32. Claims Administration Expenses. The Claims Administrator will be paid for the
23 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed
24 Five Thousand Dollars (\$5,000.00). These will include, *inter alia*, fees and costs payable to the
25 Claims Administrator for printing, translating into Spanish, distributing (including with
26 appropriate postage), and tracking documents for this Settlement in English and Spanish, any
27 searches to locate any Class Members, calculating estimated amounts per Class Member, tax
28 reporting, distributing the Individual Settlement Payments, Class Representative Enhancement

1 Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and providing
2 necessary certification of completion of notice, reports and declarations, establishing and
3 administering a Qualified Settlement Fund account, required tax reporting on the Individual
4 Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share
5 of payroll taxes on the wage portion of the Individual Settlement Payments, and other
6 responsibilities as requested by the Parties. The Claims Administration Expenses will be paid
7 from the Gross Settlement Amount.

8 33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
9 Individual Settlement Payments to Participating Class Members from the Settlement Class and
10 PAGA Group Members in accordance with the terms of this Agreement.

11 34. Individual Settlement Payment Calculations. Defendant will provide the Claims
12 Administrator with the total number of workweeks or dates of employment for each Class
13 Member during the Class Period and number of workweeks or dates of employment for each
14 PAGA Group Member during the PAGA Period. The Claims Administrator will divide the Net
15 Settlement Amount less \$2,500 (or the Court-approved amount from the PAGA Settlement
16 Amount allocated for PAGA penalties to PAGA Group Members) by the total number of
17 workweeks ("Workweek Amount") and then multiply this amount by each Class Member's total
18 number of workweeks to yield that employee's Net Settlement Payment. In the event a Class
19 Member submits a timely Request for Exclusion from the settlement, his/her share of the
20 settlement will be added to the Net Settlement Amount.

21 NET
22 SETTLEMENT
23 AMOUNT X

Participating
Class Member's
Workweeks

24 Total number of
25 Workweeks for
all Class
Members

26 In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata
27 share of the \$2,500.00 allocated for PAGA penalties to PAGA Group Members, as calculated
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1 by the Claims Administrator, with a formula similar to payments to Participating Class
2 Members.

$$\frac{\begin{array}{l} \$2,500 \text{ for PAGA} \\ \text{Penalties to PAGA} \\ \text{Group Members} \end{array}}{\begin{array}{l} \text{Total number of} \\ \text{Workweeks for all} \\ \text{PAGA Group Members} \\ \text{during PAGA Period} \end{array}} \times \begin{array}{l} \text{Individual PAGA} \\ \text{Group Member's} \\ \text{Workweeks during} \\ \text{PAGA Period} \end{array}$$

9 The Individual Settlement Payment for any Participating Class Member who is also a
10 PAGA Group Member shall include the Participating Class Member's share of the PAGA
11 Settlement Amount allocated for PAGA penalties to PAGA Group Members.

12 Class Members who are PAGA Group Members will not be permitted to exclude
13 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
14 payments in the appropriate amounts will be distributed by the Claims Administrator by mail to
15 the PAGA Group Members including to those Class Members who are PAGA Group Members
16 who submitted a request for exclusion.

17 35. No Credit Toward Benefit Plans. All settlement awards to Class Members shall
18 be deemed to be income to such Class Members solely in the year in which such awards
19 actually are received by the Class Members. It is expressly understood and agreed that the
20 receipt of such settlement awards will not entitle any Class Member to additional compensation
21 or benefits under any company bonus, paid time off (including vacation and sick leave), or
22 other compensation or benefit plan or agreement in place during the period covered by the
23 Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or
24 matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
25 settlement awards provided for in this Agreement are the sole payments to be made by
26 Defendant to the Class Members in connection with this Settlement, and that the Class
27 Members are not entitled to any new or additional compensation or benefits as a result of
28 having received the settlement awards (notwithstanding any contrary language or agreement in

1 any benefit or compensation plan document that might have been in effect during the period
2 covered by this Settlement).

3 36. Claims Administration Process. The Parties agree to cooperate in the
4 administration of the settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement.

6 37. Delivery of the Class List. Within seven (7) calendar days of Preliminary
7 Approval, Defendant will provide the Class List to the Claims Administrator.

8 38. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
9 the Class List from Defendant, the Claims Administrator will mail the Notice to all Class
10 Members via regular First-Class U.S. Mail.

11 39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
12 Claims Administrator will perform a search based on the National Change of Address Database
13 for information to update and correct for any known or identifiable address changes. Any
14 Notice returned to the Claims Administrator as non-deliverable on or before the Response
15 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and
16 the Claims Administrator will indicate the date of such re-mailing on the Notice. If no
17 forwarding address is provided, the Claims Administrator will promptly attempt to determine
18 the correct address using a skip-trace, or other search using the name, address and/or Social
19 Security number of the Class Member involved and will then perform a single re-mailing.
20 Those Class Members who receive a re-mailed Notice will have between the latter of (i) an
21 additional fifteen calendar (15) days or (ii) the Response Deadline to fax or postmark a Request
22 for Exclusion, submit an objection to the Settlement or dispute workweeks.

23 40. Notice. All Class Members will be mailed the Notice. The Notice will provide:
24 (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal
25 terms; (3) the Settlement Class definition; (4) each Class Member's number of workweeks
26 worked during the Class Period; (5) each Class Member's estimated Individual Settlement
27 Payment; (6) the dates which comprise the Class Period; (7) instructions on how to submit valid
28 Requests for Exclusion or objections; (8) instructions on how to submit a dispute of

workweeks; (9) the deadlines by which the Class Member must fax or postmark Request for Exclusions, submit objections to the Settlement or dispute shifts; and (10) the claims to be released, as set forth in this Settlement Agreement.

41. Request for Exclusion Procedures. Any Class Member wishing to opt out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Claims Administrator within the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group Members are bound by the Court's resolution of that claim. Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

42. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Request for Exclusion.

43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group Members), as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. If the Court approves the compromise of the PAGA

1 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
2 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
3 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

4 44. Objection Procedures. To object to the Settlement Agreement, a Class Member
5 may not submit a Request for Exclusion and must (1) if in writing, mail a valid Notice of
6 Objection to the Claims Administrator by the Response Deadline; or (2) if in person, the
7 objection may be asserted at the Final Approval Hearing by the objector or his/her counsel,
8 counsel retained at the objector's expense. Where the objector asserts a Notice of Objection in
9 writing, the Claims Administrator will notify counsel for the Parties forthwith via email. Class
10 Counsel will lodge the objection with the Court. The Notice of Objection must be signed by the
11 Class Member and contain all information required by this Settlement Agreement. The
12 postmark date of the mailing will be deemed the exclusive means for determining that the
13 written Notice of Objection is timely. Class Members who wish to object will have a right to
14 appear at the Final Approval Hearing, with or without counsel at his/her own expense, in order
15 to have their objections heard by the Court. At no time will any of the Parties or their counsel
16 seek to solicit or otherwise encourage Class Members to submit written objections to the
17 Settlement Agreement or appeal from the Final Approval Order and Judgment.

18 45. Certification Reports Regarding Individual Settlement Payment Calculations.
19 The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report
20 which certifies: (i) the number of Class Members who have submitted valid Request for
21 Exclusion, objections, and dispute workweeks; and (ii) the number of any deficient Request for
22 Exclusion. Additionally, the Claims Administrator will provide to counsel for both Parties any
23 updated reports regarding the administration of the Settlement Agreement as needed or
24 requested.

25 46. Timing of Distribution of Individual Settlement Payments. Within five (5)
26 calendar days of Defendant depositing the funds as set forth above, the Claims Administrator
27 will issue payments to (1) Participating Class Members and PAGA Group Members; (2)
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1 Plaintiff; (3) Class Counsel; and payment to LWDA. The Claims Administrator will also issue
2 a payment to itself for Court-approved services performed in connection with the settlement.

3 47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
4 paid to participating Class Members will be valid for 180 days. Participating Class Members
5 will have one hundred eighty (180) calendar days from the date of issuance of the check to cash
6 their check. For any check not cashed after 180 calendar days, the Claims Administrator will
7 send the amount represented by the check to the California State Controller Unclaimed
8 Property, with the identity of the Participating Class Member to whom the funds belong, to be
9 held for the participating Class Member per California Unclaimed Property Law, in the interest
10 of justice. The money paid to the California State Controller Unclaimed Property will remain
11 the Participating Class Member's property. This will allow Participating Class Members who
12 did not cash their checks to collect their Individual Settlement Amounts at any time in the
13 future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member
14 funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will
15 be held by the State until claimed by the employee and the uncashed check never ceases to be
16 the employee's property.

17 48. Increase in Workweeks. Defendant has represented that there are 7,248 total
18 workweeks up to April 29, 2021. In the event the total number of workweeks increase by more
19 than 10%, i.e., 7,973 workweeks by the end of the Class Period, Defendant shall increase the
20 Net Settlement Amount by determining the workweek value based on 7,973 workweeks and
21 multiplying by the number of additional workweeks. For example, if the workweek value is
22 \$10.00 per workweek and the total workweeks by the end of the Class Period are 8,000, then
23 Defendant would increase the Net Settlement Amount by \$270.00 ($8,000 - 7,973 = 27 \times$
24 \$10.00).

25 49. Certification of Completion. Upon completion of administration of the
26 Settlement, the Claims Administrator will provide a written declaration under oath to certify
27 such completion to the Court and counsel for all Parties.

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1 50. Treatment of Individual Settlement Payments. All Individual Settlement
2 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of
3 the \$2,500 allocated for PAGA penalties shall be allocated as penalties; 25% of each Individual
4 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 75%
5 will be allocated to the settlement of claims for interest and statutory penalties. The portion
6 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
7 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
8 Claims Administrator.

9 51. Administration of Taxes by the Claims Administrator. The Claims
10 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
11 Group Members and Class Counsel any W-2, 1099, or other tax forms as may be required by
12 law for all amounts paid pursuant to this Settlement Agreement. The Claims Administrator will
13 also be responsible for forwarding all payroll taxes and other legally required withholdings to
14 the appropriate government authorities.

15 52. Defendant's Responsibility for Employer Taxes: For any portion of the Class
16 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
17 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
18 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
19 Settlement Amount.

20 53. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
21 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
22 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
23 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
24 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
25 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
26 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
27 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
28 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT

1 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY

2 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT

3 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN

4 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS

5 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR

6 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED

7 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR

8 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

9 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER

10 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE

11 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES

12 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

13 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR

14 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION

15 CONTEMPLATED BY THIS AGREEMENT.

16 54. No Prior Assignments. The Parties and their counsel represent, covenant, and

17 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

18 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

19 demand, action, cause of action or right released and discharged in this Settlement Agreement.

20 55. Release of Claims by Class Members. Upon the date the Court enters an order

21 granting final approval of the Settlement and Defendant's funding of the Cross Settlement

22 Amount and employer's share of payroll taxes, all Class Members who do not timely submit a

23 valid Request for Exclusion do and will be deemed to have fully, finally and forever released,

24 settled, compromised, relinquished and discharged any and all of the Released Parties of and

25 from any and all Released Claims accruing during the Class Period. In addition, on the date the

26 Court enters an order granting final approval of the settlement, all Class Members who do not

27 timely submit a valid Request for Exclusion and all successors in interest will be barred from

28 prosecuting any and all Released Claims against the Released Parties. Furthermore, upon the

1 date the Court enters an order granting final approval of the Settlement and Defendant fully
2 funds the Gross Settlement Amount, the State of California and PAGA Group Members
3 (regardless of whether PAGA Group Members opt out of the Class Settlement) release the
4 Released Parties from the Released PAGA Claims.

5 56. Release by Plaintiff. Upon the date the Court enters an order granting final
6 approval of the settlement and Defendant funding of the Gross Settlement Amount and
7 employer's share of payroll taxes, in addition to the claims being released by all Class
8 Members, Plaintiff will provide the following additional general release ("General Release") :
9 Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators,
10 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,
11 demands, rights, liabilities and causes of action of every nature and description whatsoever,
12 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
13 violation of any state or federal statute, rule or regulation arising out of, relating to, or in
14 connection with any act or omission by or on the part of any of the Released Parties committed
15 or omitted prior to the execution of this Agreement. This General Release includes any
16 unknown claims Plaintiff does not know or suspect to exist in her favor at the time of this
17 General Release, which, if known by his, might have affected his settlement with, and release
18 of, the Released Parties or might have affected his decision not to object to this Settlement or
19 this Release. To the extent the foregoing releases are releases to which Section 1542 of the
20 California Civil Code or similar provisions of other applicable law may apply, Plaintiff
21 expressly waives any and all rights and benefits conferred upon him by the provisions of
22 Section 1542 of the California Civil Code or similar provisions of applicable law which are as
23 follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
28

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 The significance of this release and waiver of Civil Code Section 1542 has been explained to
4 Plaintiff by his counsel.

5 57. Neutral Reference. Defendant agrees that it will only provide a neutral reference
6 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's
7 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title
8 held with Defendant.

9 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not
10 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
11 does not become final for any other reason, then this Settlement Agreement and any documents
12 generated to bring it into effect will be null and void. Any order or judgment entered by the
13 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
14 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
15 proceedings, either in this Action, this Court, or any other Court or forum.

16 59. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
17 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
18 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
19 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
20 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
21 provide for the Notice to be sent to all Class Members as specified in this Settlement
22 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
23 Settlement Agreement, which sets forth the terms of this Settlement and will include the
24 proposed Notice.

25 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
26 the deadlines to fax or postmark Request for Exclusion, submit objections to the Settlement
27 Agreement or dispute shifts, and with the Court's permission, a Final Approval/Settlement
28 Fairness Hearing will be conducted to determine the Final Approval of the Settlement

1 Agreement along with the amounts properly payable for (i) Individual Settlement Payments; (ii)
2 the Class Counsel Fees and Costs; (iii) the Class Representative Enhancement Payment; (iv)
3 payment to LWDA for PAGA penalties; and (v) all Claims Administration Expenses. Class
4 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
5 Counsel will also be responsible for drafting the attorneys' fees and costs application to be
6 heard at the Final Approval/Settlement Fairness Hearing.

7 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
8 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
9 proposed Judgment to the Court for its approval. The Judgment will be posted on the Claim
10 Administrator's website for a period of thirty (30) days in compliance with CRC 3.771(b).
11 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
12 addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement, (ii)
13 settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
14 under court rules or as set forth in this Settlement Agreement.

15 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
16 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
17 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
18 integral part of the Settlement.

19 63. Entire Agreement. This Settlement Agreement and any attached Exhibits
20 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
21 written or oral agreements may be deemed binding on the Parties. The Parties expressly
22 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
23 1856(a), which provide that a written agreement is to be construed according to its terms and
24 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
25 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
26 this Agreement.

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1 64. Amendment or Modification. This Settlement Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-
3 interest.

4 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
5 warrant and represent they are expressly authorized by the Parties whom they represent to
6 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
7 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
8 execute any other documents required to effectuate the terms of this Settlement Agreement.
9 The Parties and their counsel will cooperate with each other and use their best efforts to affect
10 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
11 or content of any document needed to implement the Settlement Agreement, or on any
12 supplemental provisions that may become necessary to effectuate the terms of this Settlement
13 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

14 66. Binding on Successors and Assigns. This Settlement Agreement will be binding
15 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
16 Agreement, as previously defined.

17 67. Execution and Counterparts. This Settlement Agreement is subject only to the
18 execution of all Parties. However, the Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them, including facsimile and scanned
20 copies of the signature page, will be deemed to be one and the same instrument provided that
21 counsel for the Parties will exchange among themselves original signed counterparts.

22 68. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
23 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
24 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
25 context of adversarial litigation, taking into account all relevant factors, present and potential.
26 The Parties further acknowledge that they are each represented by competent counsel and that
27 they have had an opportunity to consult with their counsel regarding the fairness and
28 reasonableness of this Settlement Agreement.

1 69. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
3 extent possible consistent with applicable precedents so as to define all provisions of this
4 Settlement Agreement valid and enforceable.

5 70. Captions. The captions and section numbers in this Agreement are inserted for
6 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
7 the provisions of this Agreement.

8 71. Waiver. No waiver of any condition or covenant contained in this Agreement or
9 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right or
11 remedy.

12 72. Enforcement Actions. In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party to enforce the provisions of this
14 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
15 the successful Party will be entitled to recover from the unsuccessful Party reasonable
16 attorneys' fees and costs, including expert witness fees incurred in connection with any
17 enforcement actions.

18 73. Mutual Preparation. The Parties have had a full opportunity to negotiate the
19 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
20 will not be construed more strictly against one party than another merely by virtue of the fact
21 that it may have been prepared by counsel for one of the Parties, it being recognized that,
22 because of the arms-length negotiations between the Parties, all Parties have contributed to the
23 preparation of this Agreement.

24 74. Representation By Counsel. The Parties acknowledge that they have been
25 represented by counsel throughout all negotiations that preceded the execution of this
26 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
27 and advice of counsel.

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1 75. All Terms Subject to Final Court Approval. All amounts and procedures
2 described in this Settlement Agreement will be subject to final Court approval.

3 76. Cooperation and Execution of Necessary Documents. All Parties will cooperate
4 in good faith and execute all documents to the extent reasonably necessary to effectuate the
5 terms of this Settlement Agreement.

6 77. Binding Agreement. The Parties warrant that they understand and have full
7 authority to enter into this Agreement, and further intend that this Agreement will be fully
8 enforceable and binding on all Parties, and agree that it will be admissible and subject to
9 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
10 provisions that otherwise might apply under federal or state law.

11 78. No Admission of Liability. Nothing contained in this Settlement Agreement shall
12 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
13 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the
14 intention to avoid further disputes and litigation, and the attendant inconvenience and expense.
15 This Settlement Agreement shall be inadmissible in evidence in any action or proceeding,
16 except an action or proceeding to approve, interpret, or enforce its terms.

17 79. Communications. The Parties and their counsel agree that they will not issue any
18 press releases or initiate any contact with the media about this case and/or the fact, amount, or
19 terms of the Settlement. If counsel for either Party receives an inquiry about the Settlement
20 from the media, counsel may only respond that a settlement has been reached. Before the date
21 on which the Parties file their motion for preliminary approval of the Settlement, Plaintiff and
22 their Class Counsel will not initiate any contact with Class Members about the Settlement,
23 except that, if contacted by a Class Member, they may respond that a settlement has been
24 reached and that the details will be communicated in a forthcoming Court-approved notice.

25 80. Disputes. Any dispute between the Parties concerning the interpretation or
26 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
27 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
28 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Marc

1 Feder, Esq. for mediation before being submitted to the Court, unless the Parties agree
2 otherwise.

3 81. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
4 be governed by and interpreted according to the laws of the State of California, without giving
5 effect to any conflict of law or choice of law principles.

6 SIGNATURES

7 READ CAREFULLY BEFORE SIGNING

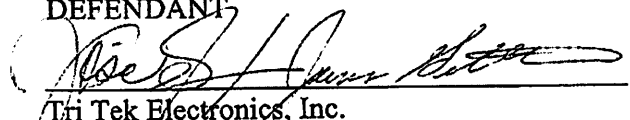
8 PLAINTIFF

9 Dated: _____

10 Rayshawn Gray

11 DEFENDANT

12 Dated: Dec 10, 2024

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14 Tri Tek Electronics, Inc.

15 By: Jose Gillson and James Gillson
16 Its: Authorized Signatories
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2 otherwise.

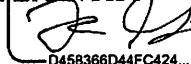
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6 SIGNATURES

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8
9 Dated: 12/14/2021

PLAINTIFF:



D458366D44FC424...
Rayshawn Gray

11
12 DEFENDANT

13 Dated: _____

Tri Tek Electronics, Inc.

By:
Its: