

1 David D. Bibiyan (SBN. 287811)
david@tomorrowlaw.com
2 Jeffrey D. Klein (SBN 297296)
jeff@tomorrowlaw.com
3 Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
4 BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
5 Tel: (310) 438-5555; Fax: (310) 300-1705

6 Attorneys for Plaintiff, MARIA ELENA
VASQUEZ, on behalf of herself and all others
7 similarly situated and aggrieved

8 Gregory G. Iskander, Bar No. 200215
giskander@littler.com
9 LITTLER MENDELSON, P.C.
1255 Treat Boulevard, Suite 600
10 Walnut Creek, CA 94597
Telephone: 925.932.2468
11 Facsimile: 925.946.9809

12 Tracy R. Williams, Bar No. 278429
trwilliams@littler.com
13 LITTLER MENDELSON P.C.
18565 Jamboree Road
14 Suite 800
Irvine, California 92612
15 Telephone: 949.705.3000
Fax No.: 949.724.1201

16 Attorneys for Defendant
17 LIQUID TECHNOLOGIES, INC.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF SAN BERNARDINO
20

21 MARIA ELENA VASQUEZ, on behalf of herself
22 and all other similarly situated and aggrieved,

23 Plaintiff,

24 v.

25 LIQUID TECHNOLOGIES, INC., a California
corporation; and DOES 1 through 100, inclusive,

26 Defendants.
27
28

Case No. CIVDS2023892

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

ASSIGNED FOR ALL PURPOSES TO
JUDGE DAVID COHN, DEPT. S26

Trial Date: None set
Complaint Filed: October 23, 2020

1 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Maria Elena
3 Vasquez, in her individual capacity, and as class representative (collectively referred to as
4 “Plaintiff”), on the one hand, and Liquid Technologies, Inc. (“Defendant”) (collectively with
5 Plaintiff, the “Parties”). This Joint Stipulation will be binding on Plaintiff and the class purported to
6 be represented thereby, and Defendant, subject to the terms and conditions set forth below and the
7 approval of the Court.

8 **I. DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. To the extent any terms
10 or phrases used in this Joint Stipulation are not specifically defined in this section (i.e., Section I), but
11 are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

12 1. “Action” means the putative class action lawsuit filed by Plaintiff against Defendant
13 pending in the Superior Court of the State of California, County of San Bernardino, entitled *Maria*
14 *Elena Vasquez, et al. v. Liquid Technologies, Inc.*, San Bernardino County Superior Court, Case No.
15 CIVDS2023892.

16 2. “Aggrieved Employees” or “Group 3 Class Members” means all persons who are or
17 were previously employed by Defendant, or the Staffing Companies (as defined below) and placed in
18 Defendant’s Chino, California facility, located at 14425 Yorba Avenue, Chino, California 91710, as
19 non-exempt employees in California during the PAGA Period.

20 3. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
21 Counsel’s litigation and resolution of the Action, and all Court-approved costs incurred and to be
22 incurred by Class Counsel in the Action, including but not limited to, costs associated with
23 documenting the Settlement, providing any notices to governmental agencies required as part of the
24 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
25 Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts.
26 Defendant will not oppose Plaintiff’s request for Attorneys’ Fees in an amount not to exceed 35% of
27 the gross settlement. Defendant will not oppose Plaintiff’s request for reasonable Attorneys’ Costs.

28 4. “Class” or “Class Members” means all persons who are or were previously employed

1 by Defendant, or the Staffing Companies (as defined below) and placed in Defendant's Chino,
2 California facility, located at 14425 Yorba Avenue, Chino, California 91710, as non-exempt
3 employees in California during the Class Period.

4 5. "Class Counsel" means counsel for Plaintiff: David Bibiyan and Jeffrey D. Klein of
5 Bibiyan Law Group, P.C.

6 6. "Class List" means information regarding Class Members that Defendant shall in good
7 faith compile from their records and shall be authorized by the Court to transmit in a secured manner
8 to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this
9 Settlement. The Class List shall be transmitted in Microsoft Excel format and shall include the
10 following information for each Class Member: (i) full name; (ii) last known address; (iii) last known
11 telephone number (if available); (iv) Social Security number; (v) dates actually worked by each Class
12 Member; and (vi) the number of Pay Periods for each Class Member, as defined below.

13 7. "Class Period" for Defendant's direct employees means the period from October 22,
14 2016, through the date of Preliminary Approval; and for the Staffing Companies' employees means
15 the period from July 28, 2019, through the date of Preliminary Approval.

16 8. "Operative Complaint" means the complaint filed by Plaintiff in the Action on or
17 around October 22, 2020.

18 9. "Court" shall mean the Superior Court of the State of California, County of San
19 Bernardino, where the Action is pending.

20 10. "Defendant" shall mean Liquid Technologies, Inc. ("LTI") and any predecessor
21 companies or successor companies and its or their parent companies or subsidiaries, (including
22 specifically PLZ Corp.).

23 11. "Defense Counsel" means counsel for Defendant, Gregory G. Iskander and Tracy R.
24 Williams of Littler Mendelson, P.C.

25 12. "Effective Date" means the date by which the Court's order granting Final Approval
26 of this Joint Stipulation becomes final. For purposes of this section the Final Approval order "becomes
27 final" upon the latter of the following events: (a) the day after the last day by which a notice of appeal
28 of the order may be timely filed with the California Court of Appeal, and none is filed (this time period

1 shall be not less than sixty (60) days after entry of the Order granting Final Approval); (b) if an appeal
2 is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date
3 for filing a request for further review of the Court of Appeal's decision passes and no further review
4 is requested.

5 13. "Enhancement Award" means the Court-approved amount to be paid to Plaintiff, in an
6 amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), in addition to Plaintiff's
7 Individual Settlement Payment, in recognition of Plaintiff's efforts in prosecuting the Action, and for
8 a general release of claims. Defendant will not oppose Plaintiff's request for an Enhancement Award.

9 14. "Final Approval" means the date upon which the Court enters an order granting
10 approval of this Joint Stipulation, after having determined that the Settlement is fair, adequate, and
11 reasonable to the Class following notice to the Class and a hearing on the fairness of the Settlement.

12 15. "Final Approval Hearing" means the final hearing held to ascertain the fairness,
13 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order
14 approving the Joint Stipulation finally.

15 16. "Gross Settlement Amount" means the sum of Eight Hundred and Fifty Thousand
16 Dollars and Zero Cents (\$850,000.00), unless Defendant elects to increase the Gross Settlement
17 Amount pursuant to this Agreement, which Defendant will pay in the aggregate to resolve this Action,
18 on a non-claims-made and non-reversionary basis. This sum shall include payments to the Class,
19 Attorneys' Fees and Costs, Incentive Award, costs of administration, Private Attorneys General Act
20 ("PAGA") penalties, interest, and taxes. This amount is all-inclusive except that the Defendant's share
21 of payroll taxes will be paid outside of and in addition to the Gross Settlement Amount.

22 17. "Individual Settlement Payment" means the amount payable from the Net Settlement
23 Amount for each Participating Class Member.

24 18. "Net Settlement Amount" means the total amount to be paid to Participating Class
25 Members, consisting of the amount remaining after deducting from the Gross Settlement Amount: (1)
26 Attorneys' Costs, (2) Attorneys' Fees, (3) the Enhancement Award, (4) the Labor and Workforce
27 Development Agency Payment, and (5) the Settlement Administrator's Fees. The Net Settlement
28 Amount will be distributed to Authorized Class Members in accordance with this Agreement.

1 19. "Opt-Out" means all persons who timely and validly request exclusion from the Class.

2 20. "PAGA Period" means the period from July 28, 2019, through the date of Preliminary
3 Approval.

4 21. "Participating Class Member" means Plaintiff and all other Class Members who do not
5 submit a valid and timely Opt-Out request.

6 22. "Pay Period" shall mean the number of pay periods worked by each Class Member for
7 Defendant or the Staffing Companies during the Class Period. For purposes of the calculations, pay
8 period worked shall be defined as any pay period in which the Class Member worked on at least two
9 calendar days in each work week during the pay period, based on dates actually worked. To the extent
10 Defendant does not have information about weeks worked readily available or calculable due to gaps
11 in its electronic time records, Defendant shall use its best available information, including
12 extrapolations where necessary, to compute the Pay Periods, and provide that information to the
13 Settlement Administrator in the Class List.

14 23. "Preliminary Approval" means the date upon which the Court enters an order granting
15 preliminary approval of this Joint Stipulation.

16 24. "Preliminary Approval Hearing" means the hearing held on the Motion for Preliminary
17 Approval of the Joint Stipulation.

18 25. "Class Released Claims" means all claims which Plaintiff, and/or any Participating
19 Class Member had, or may claim to have, during the Class Period, against any of the Released Parties,
20 of any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known
21 or unknown, that are alleged in the Operative Complaint and the Labor & Workforce Development
22 Agency ("LWDA") notice, or that could have been alleged in the Operative Complaint or LWDA
23 notice, based on the factual allegations asserted in the Operative Complaint, including Defendant's
24 alleged failure to provide required meal periods and rest breaks or pay premium pay in lieu thereof,
25 pay overtime wages, pay minimum wages, timely pay all wages during employment, pay all wages
26 due to discharged employees, furnish accurate itemized wage statements, maintain required employee
27 records, and indemnify employees for business expenses, in violation of (among other laws) Labor
28 Code sections 200-204, 210, 216, 218.6, 225.5, 226, 226.3, 226.7, 432, 510, 512,, 558, 1174, 1174.5,

1 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, 2802, and 2810.5; the
2 applicable California wage orders, California Business and Professions Code sections 17200 *et seq.*;
3 Civil Code sections 1021.5, 3287, 3288; and the federal Fair Labor Standards Act, 29 U.S.C section
4 201 *et seq.* Released Claims shall include any and all claims for injunctive relief, liquidated damages,
5 interest, or attorneys' fees based upon the underlying claims.

6 26. "PAGA Released Claims" means all claims which Plaintiff, the State of California, and
7 Aggrieved Employees, had or may claim to have, during the PAGA Period, against any of the Released
8 Parties, of any and all demands, rights, liabilities, claims and/or causes of action for PAGA civil
9 penalties as alleged in the PAGA Notice and thereafter in the Operative Complaint, or that could have
10 been alleged based on the factual allegations asserted in the PAGA Notice and thereafter in the
11 Operative Complaint, including claims for civil penalties pursuant to Labor Code sections 210, 226.3,
12 558, 1197.1, and 2699 in connection with violations of Labor Code sections 96, 200-204, 226, 226.7,
13 432, 510, 512, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5.

14 27. "Released Parties" means Defendant and the Staffing Companies, and its/their
15 respective successors and predecessors in interest, respective present and former parents, owners,
16 subsidiaries and any affiliated or related persons or entities and each of their respective officers,
17 directors, employees, partners, shareholders, attorneys, insurers, re-insurers, agents, and any other
18 successors, assigns, or legal representatives.

19 28. "Settlement Administrator" means ILYM Group, Inc.

20 29. "Settlement Administrator's Fees" means all fees, costs, and expenses relating to the
21 administration of the settlement in this Action, including without limitation, printing and mailing Class
22 Notice forms, receiving and processing Opt-Outs, calculating and determining payments and
23 percentages, regularly updating counsel on the status of administration, and the accounting and
24 maintenance of the Settlement Fund Account. The Settlement Administrator will provide a not-to-
25 exceed bid for these services.

26 30. "Settlement Fund Account" means the bank account established under this Joint
27 Stipulation from which all monies payable under this Joint Stipulation shall be paid, as set forth herein.
28 The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")

1 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed, and from
2 which payments required by this Settlement shall be made.

3 31. “Staffing Companies,” means Full Steam Staffing, LLC and Personnel Partners
4 Management Services, LLC, and their respective successors and predecessors in interest.

5 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

6 **A. Discovery, Investigation, and Research**

7 On July 28, 2020, Plaintiff filed with the LWDA and served on Defendant a notice under Labor
8 Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil
9 penalties on behalf of Aggrieved Employees for various labor code violations (“PAGA Notice”). On
10 October 22, 2021, Plaintiff filed a putative class action alleging Defendant failed to pay overtime
11 wages and minimum wages, provide meal periods and rest breaks or pay premium pay in lieu thereof,
12 timely pay all wages during employment, pay all wages due to discharged employees, furnish accurate
13 itemized wage statements, maintain required employee records, indemnify employees for business
14 expenses, engaged in unfair competition (*i.e.* the Action). In the Action, Plaintiff also sought PAGA
15 civil penalties for the Labor Code violations alleged in the PAGA Notice.

16 The Parties investigated facts and law throughout the Action. Investigation included the
17 exchange of documents, data and information pursuant to informal discovery between the Parties.
18 Prior to mediation, Plaintiff was provided with: (1) time and payroll records for 20% of 111 Class
19 Members; (2) the number of temporary workers assigned to work for Defendant during the Class
20 Period (784 Class Members); (3) data points for the Class Members, including average rates of pay,
21 the number of hours and Pay Periods worked during the Class Period, the number of separated Class
22 Members eligible for waiting time penalties, the number of Aggrieved Employees, and the number of
23 pay periods in the wage statement and PAGA Period, and all policy documents. The Parties
24 participated in mediation with esteemed mediator Mark Rudy, Esq. on January 18, 2022. The
25 mediation was unsuccessful. After the mediation, the Parties engaged in further exchange of
26 documents, data and information through informal discovery. The Parties participated in a second
27 mediation with esteemed mediator Mark Rudy, Esq. on July 5, 2022. The Parties reached this
28 Settlement after the second mediation.

1 The Parties investigated relevant law as applied to the facts of the case, potential defenses, and
2 damages claimed by Plaintiff on behalf of herself and the Class. Discovery largely focused on
3 Plaintiff's allegations that Class Members were not paid all wages owed, including overtime and
4 minimum wages, were not provided with all meal periods and rest breaks under California law,
5 received improper wage statements, were not reimbursed all necessary expenses, and were not paid
6 all owed and due wages upon separation of employment. Information and data exchanges included
7 significant samplings of Class Members' dates of employment, hourly rates, time records, and payroll
8 records, as well as arbitration agreements. The Parties conducted their own evaluations of the potential
9 recoveries based on the claims alleged in the Action and the defenses at play.

10 Based on the evidence and the allegations asserted, there are three subgroups of Class
11 Members: Group 1 Class Members are those direct employees of LTI who were employed from the
12 beginning of the Class Period on October 22, 2016 through December 31, 2019, which is the
13 approximate period prior to Defendant LTI being acquired; Group 2 are those direct employees of LTI
14 who were employed during the period January 1, 2020 through Preliminary Approval, which is the
15 approximate period after which Defendant LTI was acquired; and Group 3 (or Aggrieved Employees)
16 are the LTI employees and those temporary employees placed at LTI through staffing agency during
17 the PAGA Period. As set forth below, based on the analysis of the records and evidence, the Parties
18 allocate, on a Gross Basis, \$600,000 of the Gross Settlement Amount to Group 1; \$200,000 of the
19 Gross Settlement Amount to Group 2; and \$50,000 (as PAGA penalties) to Group 3. The allocation
20 is based on the identified risks and exposure in the litigation prior to and following the acquisition of
21 Defendant LTI, including for example, average meal compliance rates of approximately 20% pre-
22 acquisition creating additional potential exposure, and average meal compliance rates of
23 approximately 80% post-acquisition creating reduced exposure, as well as the potential standing and
24 administrative exhaustion risks for the temporary employees in the PAGA class.

25 **B. Allegations of the Class Representative and Benefits of Settlement**

26 The Parties entered into this Joint Stipulation after arm's length bargaining by the Parties and
27 after Class Counsel thoroughly reviewed all available evidence. The information exchanged between
28 the Parties allowed them to assess the merits of the claims and defenses, and to reach a compromise

1 of the issues.

2 Class Counsel has conducted significant investigation of the law and facts relating to the claims
3 asserted in the Action, and Plaintiff's letter to the LWDA, and have concluded that that the Settlement
4 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking
5 into account the sharply contested issues involved, the expense and time necessary to litigate the
6 Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of
7 an adverse outcome, the uncertainties of complex litigation, the information learned through informal
8 discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Class
9 Members.

10 C. Defendant's Denial of Wrongdoing, Defenses, and Benefits of Settlement

11 Defendant generally denies all claims alleged in the Action and further denies that class or
12 representative treatment is appropriate for any purpose other than this Settlement. Defendant contends
13 it complied with all applicable laws, whether California or federal law. Defendant also contends many
14 of Plaintiff's claims fail as a matter of law. It is therefore also Defendant's position that if litigation
15 continued, class certification would not be granted, or if it were, that it would be reversed, and would
16 not result in any liability on the merits in any event. Defendant also contends Plaintiff is not an
17 adequate class representative, her claims are not typical of the Class, and individual issues predominate
18 over common ones. Moreover, Defendant contends that the respective alleged harms and exposure to
19 class members cannot be adjudicated class wide for the entire class period due to the fact that portions
20 of the proposed class include temporary staffing employees whom Defendant did not employee and/or
21 control, and for whom Defendant alleged there was no exhaustion of administrative requirements and
22 no standing by Plaintiff to assert claims. Moreover, Defendant asserted that the majority of Class
23 Members are bound by arbitration agreements with class action waivers and representative PAGA
24 action waivers. Finally Defendant asserted that the class could not be adjudicated as a whole because
25 it was acquired during the Class Period resulting in varying compliance applicable to those employees
26 who worked prior to the acquisition and those who worked after the acquisition, which evidence was
27 reflected in meal period compliance rates identified through time punch records. However, Defendant
28 has concluded further litigation would be protracted and expensive. Thus, Defendant has agreed to

1 settle the Action in the manner and upon the terms and conditions herein.

2 **D. Intent of the Settlement**

3 This Joint Stipulation intends to achieve the following: (1) entry of an order approving the
4 Joint Stipulation, conditionally certifying the Class, and granting the monetary relief set forth herein;
5 (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of the Released Parties from
6 liability for all Released Claims.

7 **III. PROCEDURAL ISSUES**

8 **A. Preliminary Approval**

9 Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary
10 Approval of Class Action Settlement. Class Counsel shall use their best efforts to prepare and file the
11 Motion for Preliminary Approval of Class Action Settlement within thirty (30) days of execution of
12 this Joint Stipulation. Class Counsel will provide Defendant with a reasonable opportunity to review
13 and comment on the draft Motion for Preliminary Approval of Class Action Settlement prior to filing
14 it, and Defendant will not oppose the Motion.

15 **B. Notice of Settlement to the LWDA**

16 Plaintiff will provide notice of this Settlement to the LWDA at the same time this
17 Settlement Agreement is filed with the Court. Plaintiff will provide copies of the Preliminary Approval
18 Order, Final Approval Order, and Judgment to the LWDA within ten (10) calendar days after entry of
19 the judgment or order.

20 **C. Settlement Administrator**

21 The Settlement Administrator will handle: (1) preparing, printing, and mailing simultaneously
22 the Notice of Class Action Settlement in substantially the same form as the attached **Exhibit 1** (the
23 "Class Notice") in both English and Spanish; (2) receiving and reviewing any Opt-Outs; (3)
24 calculating payments under the settlement; (4) handling inquiries from Class Members concerning the
25 Class Notice; (5) resolving any disputes as to Pay Periods; (6) providing weekly status reports to
26 Defendant's counsel and Class Counsel regarding the mailings, Opt-Outs, and settlement payments;
27 (7) establishing the Qualified Settlement Fund and distributing settlement payments to Class Members
28 and payment to other parties under the terms of this Joint Stipulation; (8) providing due diligence

1 declarations for submission to the Court, as needed; (9) printing and providing Class Members and
2 Plaintiff with tax forms as required under this Joint Stipulation and applicable law, and providing
3 copies of the same to Defendant; (10) translating the Class Notice to Spanish; (11) sending, and/or
4 responding to submissions of Opt-Outs, or contact information updates; and (12) such other tasks as
5 the Parties mutually agree or the Court orders the Settlement Administrator to perform.

6 The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail
7 within seven (7) days of receiving notice the mailing was undeliverable. The Settlement Administrator
8 will also handle payments to Plaintiff for her Enhancement Award, and payment of Attorneys' Fees
9 and Attorneys' Costs as approved by the Court. The Settlement Administrator will also handle the
10 distribution of any remaining amounts from uncashed checks in accordance with the procedures set
11 forth below.

12 **D. Notice to Class Members**

13 Notice will be provided to Class Members as follows:

14 Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the
15 Settlement Administrator with the Class List.

16 Within fourteen (14) calendar days after the Settlement Administrator's receipt of the Class
17 List, the Settlement Administrator will calculate the estimated payout to the individual Class Members
18 based on the assumption that all Class Members will participate in the Settlement, and it will mail the
19 Class Notice to such Class Members via first-class regular U.S. mail.

20 Prior to mailing, the Settlement Administrator will perform a search based on the National
21 Change of Address Database for information to update and correct any known or identifiable address
22 changes. It will be conclusively presumed that the Class Member received the Class Notice if the Class
23 Notice has not been returned within thirty (30) days of mailing. If a new address is obtained by way
24 of a returned Class Notice or otherwise, then the Settlement Administrator will promptly forward the
25 original Class Notice to the updated address via first-class regular U.S. mail, along with a cover letter
26 advising the class member that their Opt-Out period (as described below) has been extended an
27 additional fifteen (15) days from the remailing.

28 Upon completion of these steps by the Settlement Administrator, the Parties will be deemed to

1 have satisfied their obligation to provide notice of the settlement to Class Members. Such persons
2 will be bound by all terms of the Joint Stipulation (including the release) and the Court's order and
3 final judgment, unless they validly Opt-Out of the Class.

4 Class Members who receive a re-mailed Class Notice shall have their Opt-Out period extended
5 an additional fifteen (15) days. All re-mailed Class Notices shall be accompanied by a cover letter
6 advising the Class Member that his/her "opt-out" period has been extended fifteen (15) days on
7 account of the re-mailing.

8 **E. Procedure for Opting-Out of Class**

9 Class Members who wish to exclude themselves from the Class must mail the Settlement
10 Administrator a signed and dated document requesting exclusion from the Class within forty-five (45)
11 calendar days after the date the Class Notice was mailed (the "Class Member Exclusion Deadline" or
12 "Response Deadline"), or as extended in the case of a re-mailed Class Notice (*i.e.*, an additional fifteen
13 (15) days), unless the Court orders otherwise. All requests for Opt-Out must be made in writing,
14 indicate the Class Member's first and last name, and employee identification number or last four digits
15 of the Class Member's social security number, and state "I wish to be excluded from the settlement,"
16 or any statement standing for the proposition that the Class Member does not wish to participate in the
17 settlement. All requests for exclusion (*i.e.*, Opt-Outs) must also be signed by the Class Member, and
18 must be submitted by postal mail. The delivery date is the date the Class Member's request for
19 exclusion is deposited in the U.S. Mail as evidenced by the postmark and shall govern the timeliness
20 of the Opt-Out request.

21 A request to be excluded from the Class will be deemed valid only if the Class Member
22 completed, dated, signed and mailed the Opt-Out Form by the Class Member Exclusion Deadline.

23 Any Class Member who timely submits a valid Opt-Out Form will not be entitled to any
24 recovery under the class settlement provisions and will not be bound by the terms of the class
25 settlement or have any right to object, appeal or comment thereon, although the PAGA settlement and
26 release provisions applicable to the PAGA Period will still apply to each Class Member who opts-out
27 of the Class, and each such individual shall be entitled to his or her share of the Labor and Workforce
28 Development Agency Payment.

1 **F. Procedure for Disputing Pay Periods**

2 The Settlement Administrator's determination of eligibility for, and the amounts of, any
3 settlement payment under this Joint Stipulation will be conclusive, final, and binding on all Parties,
4 including all Class Members. To dispute the number of Pay Periods with which he or she has been
5 credited, a Class Member must timely produce evidence to the Settlement Administrator showing that
6 the Pay Period information is inaccurate by the Class Member Exclusion Deadline. The delivery date
7 is deemed to be the date the dispute is deposited in the U.S. Mail as evidenced by the postmark. Class
8 Members shall have forty-five (45) calendar days to dispute the Pay Period information, or as extended
9 in the case of a re-mailed Class Notice (*i.e.*, an additional fifteen (15) days). The Settlement
10 Administrator shall decide the dispute after notifying Class Counsel and Defense Counsel of the
11 dispute and soliciting input from Defense Counsel. Defendant's records will be presumed correct, but
12 the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make
13 the final decision on the merits of the dispute.

14 **G. Procedure for Objecting to Settlement**

15 Any Class Member who seeks to object to the settlement may serve a copy of the objection to
16 the Settlement Administrator. Any Class Member may also object by appearing either in person or by
17 attorney at the Final Approval Hearing at their own expense. All written objections must be served
18 within forty-five (45) calendar days of mailing of the Class Notice, or as extended in the case of a re-
19 mailed Class Notice (*i.e.*, an additional fifteen (15) days). Neither the Parties nor their respective
20 counsel will solicit or otherwise encourage any Class Member, directly or indirectly, to object to the
21 Settlement, or appeal from the judgment entered by the Court. A Class Member cannot submit both
22 submit a request to Opt-Out and an objection. If a Class Member submits an objection and a request
23 to Opt-Out, the Opt-Out will control and the objection will be overruled.

24 **H. Final Approval**

25 At the Final Approval Hearing, Class Counsel will move the Court for the entry of judgment,
26 incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint Stipulation as being
27 fair, adequate, and reasonable to the Class Members. Class Counsel and Defense Counsel will submit
28 to the Court such pleadings and evidence as required for the Court's determination. Additionally,

1 Class Counsel shall provide Defense Counsel with a reasonable opportunity to review a draft of the
2 motion for Final Approval of the Settlement.

3 No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
4 Administrator will provide Class Counsel and Defense Counsel, for filing with the Court in support
5 of Plaintiff's motion for Final Approval, a declaration of due diligence setting forth its compliance
6 with its obligations under this Joint Stipulation.

7 **IV. SETTLEMENT TERMS**

8 **A. Gross Settlement Amount and Settlement Payment**

9 To settle the Released Claims in the Action, Defendant will pay the Gross Settlement Amount
10 on an all-inclusive, non-reversionary basis. Except as required herein, Defendant will not be required
11 to contribute additional sums to fund the Settlement or otherwise resolve this Action, unless Defendant
12 elects to increase the Gross Settlement Amount pursuant to paragraph IV(B) below. All Class
13 Members will be eligible to participate in the Settlement. Participating Class Members will receive a
14 pro-rata share of the Net Settlement Amount under a Pay Period formula, as set forth below. On a
15 gross basis, the Parties allocate \$600,000 those direct employees of LTI who were employed from the
16 beginning of the Class Period on October 22, 2016 through December 31, 2019, \$200,000 to those
17 direct employees of LTI who were employed during the period January 1, 2020 through Preliminary
18 Approval, and \$50,000 of PAGA penalties to LTI employee and those temporary employees placed at
19 LTI through staffing agency during the PAGA Period. The Net Settlement Amount shall be
20 apportioned accordingly.

21 **B. Increase in Pay Periods**

22 As of the mediation, Defendant estimated that Class Members worked approximately 28,000
23 Pay Periods during the Class Period. Should the number of Pay Periods during the Class Period be
24 more than ten percent (10%) higher than 28,000 Pay Period, or 2,800 Pay Periods, Defendant may, at
25 its sole option, either increase the Gross Settlement Amount pro rate, with a 10% grace margin (i.e.,
26 if the pay periods increase by 12%, the Gross Settlement Amount shall increase by 2%), or, elect to
27 end the Class Period on a date earlier than the date of Preliminary Approval such that no more than
28 10% of the estimated Pay Periods are included in the Class Period. Thus, for example, should

1 Defendant elect to increase the Gross Settlement Amount and the number of Pay Periods during the
2 Class Period is 12% higher than 28,000 Pay Periods, or 3,360 Pay Periods, then the Gross Settlement
3 Amount shall be increased by 2%, or \$17,000.00, for an increased Gross Settlement Amount of
4 \$867,000.00.

5 Any increase in the Gross Settlement Amount shall be divided between the 3 subgroups of
6 Class Members based on the original allocation of the Gross Settlement Amount (*i.e.* 70.59% to Group
7 1, 23.53% to Group 2, and 5.88% to Group 3).

8 **C. Settlement Fund Account**

9 Within fifteen (15) days of Final Approval, the Settlement Administrator will establish the
10 Settlement Fund Account.

11 **D. Allocation of Settlement Proceeds**

12 The Gross Settlement Amount is inclusive of and will be allocated as follows:

- 13 i. The Attorneys' Fees, which is the amount the Court awards to Class Counsel for their attorney
14 fees, in an amount not exceeding thirty-five (35%) percent of the Gross Settlement Amount,
15 which unless increased pursuant to this Settlement Agreement, amounts to \$297,500.00;
- 16 ii. The Attorneys' Costs, which is the amount the Court awards to Class Counsel for their
17 reasonable litigation costs, which shall not exceed \$50,000.00;
- 18 iii. The Enhancement Award, which comprises the amount the Court awards to the named Plaintiff
19 as class representative, in an amount not exceeding Seven Thousand Five Hundred Dollars and
20 No Cents (\$7,500.00);
- 21 iv. The Settlement Administrator's Fees, as approved by the Court, in an amount up to a not-to-
22 exceed bid of \$14,800.00 provided by the Settlement Administrator;

23 The remaining amount, *i.e.*, the Net Settlement Amount, shall be allocated to Participating Class
24 Members, apportioned as set forth above. To the extent the Court awards a lesser amount of any of
25 the above-referenced fees or costs, the Net Settlement Amount will increase proportionately. No funds
26 will revert to Defendant.

27 **E. Distribution of Settlement Proceeds**

28 The Settlement Administrator will keep Defense counsel and Class Counsel apprised of all

1 distributions from the Settlement Fund Account. No person will have any claim against Defendant,
2 Defense counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on distributions and
3 payments made under this Joint Stipulation. Distribution of the Gross Settlement Amount will be as
4 follows:

5 **1. Initial Payment**

6 Defendant shall provide the Settlement Administrator with the Gross Settlement Amount by
7 the Funding Date, *i.e.*, (ten (10) business days after the Effective Date). Within ten (10) calendar days
8 after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator will pay
9 the Attorneys' Fees, the Attorneys' Costs, the Enhancement Award, and the Settlement
10 Administrator's Fees, based upon how the Court rules and the amounts approved for these respective
11 funds at the Final Approval Hearing. The remainder of the Gross Settlement Amount, *i.e.*, the Net
12 Settlement Amount, will be calculated and distributed as set forth below.

13 **2. Payout to Participating Class Members**

14 The Settlement Administrator will calculate the Individual Settlement Awards to Participating
15 Class Members. These payments will be calculated by assigning a certain dollar value to each Pay
16 Period that Participating Class Members worked during the Class Period. The dollar value of each
17 Pay Period will be calculated by dividing the aggregate value of the Net Settlement Amount by the
18 total number of Pay Periods for all of the Participating Class Members. Participating Class Members
19 will receive an Individual Settlement Award determined by multiplying the dollar value of the Pay
20 Periods set forth above and the number of Pay Periods worked by each Participating Class Member
21 during the Class period. The Settlement Administrator will calculate the PAGA settlement payment
22 in the same manner as set forth above, and such PAGA settlement payment shall be made to all Class
23 Members irrespective of any opt-out of the Class.

24 The Class Members' Individual Settlement Awards will be apportioned as follows: one third
25 as wages and two-thirds as interest and penalties. The amounts paid as wages shall be subject to all
26 tax withholdings customarily made from employee's wages and all other authorized and required
27 withholdings and shall be reported by W-2 forms. The Settlement Administrator will issue the
28 appropriate federal and state tax forms. To the extent a Class Member opts-out and receives only a

1 PAGA settlement payment, such payment shall be treated solely as non-wages.

2 The Settlement Administrator will distribute the Individual Settlement Awards to Participating
3 Class Members within ten (10) calendar days after receiving the Gross Settlement Amount from
4 Defendant. It is expressly understood and agreed that the receipt of Individual Settlement Awards will
5 not entitle any Participating Class Member to additional or derivative compensation or benefits under
6 any company bonus, contest, or other compensation or benefit plan or agreement in place during the
7 Class Period, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or
8 matching benefits, or deferred compensation benefits. It is the intent of the Parties that the Individual
9 Settlement Awards provided for in this Joint Stipulation are the sole payments to be made by
10 Defendant to the Class Members for the Released Claims, and that the Class Members are not entitled
11 to any additional or derivative compensation or benefits as a result of having received these settlement
12 payments (notwithstanding any contrary language or agreement in any benefit or compensation plan
13 document that might have been in effect during the period covered by this Settlement).

14 **3. Uncashed Checks**

15 Settlement checks issued to Class Members will expire one hundred and eighty (180) days
16 from the date they are issued by the Settlement Administrator. Any check not cashed within one
17 hundred and eighty (180) days will be void. The Settlement Administrator will provide the Parties
18 with a report of uncashed checks. The money from the uncashed checks, plus any interest accrued
19 thereon, shall be paid to the Cy Pres recipient, Court Appointed Special Advocates for San Bernardino,
20 a 501(c)(3) non profit. In the event the Court requires declarations from either of the Parties or their
21 counsel attesting to any conflict with or interest in the Cy Pres recipient, counsel shall promptly
22 provide said declarations to the Court.

23 **F. Attorneys' Fees**

24 Class Counsel's attorney fee application will be submitted and heard during the Final Approval
25 Hearing. The Court will determine the amount of Attorneys' Fees to be awarded. If the Court believes
26 the Attorneys' Fees should be reduced, the other terms of the Settlement will remain in effect and any
27 such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount
28 and corresponding payment to Participating Class Members. There will be no additional charge of any

1 kind to either the Class Members or request for additional consideration from either party for such
2 work.

3 **G. Attorneys' Costs**

4 Class Counsel's request for costs must be submitted with its fee application and heard during
5 the Final Approval Hearing. The Court will determine the amount of Attorneys' Costs to be awarded.
6 If the Court believes the Attorneys' Costs should be reduced, the other terms of the Settlement will
7 remain in effect and any such reduction will not affect the remaining terms, other than adjusting the
8 Net Settlement Amount and corresponding payment to Participating Class Members.

9 **H. Enhancement Award**

10 The Enhancement Award will be considered miscellaneous income. The Settlement
11 Administrator will issue a Form 1099, and any other tax forms, to Plaintiff relating to this award. The
12 Court will determine the Enhancement Award. If the Court believes the Enhancement Award should
13 be reduced, the other terms of the Settlement will remain in effect and any such reduction will not
14 affect the remaining terms, other than adjusting the Net Settlement Amount and corresponding
15 payment to Participating Class Members.

16 Plaintiff acknowledges and agrees that Defendant and its attorneys have made no
17 representations or warranties regarding the tax consequences of payment of the Enhancement Award,
18 and Plaintiff has not relied on any such representations or warranties. Plaintiff further agrees to pay
19 and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that may
20 be due or payable to any taxing authority as a result of payment of the Enhancement Award.
21 Furthermore, Plaintiff agrees to defend and indemnify Defendant in connection with any taxes, fines,
22 interest, or penalties incurred as a result of any failure by Plaintiff, to pay taxes due, if any, on the
23 Enhancement Award paid.

24 **I. Settlement Administrator Fees**

25 If the Court believes the Settlement Administrator Fees should be reduced, the other terms of
26 the Settlement will remain in effect and any such reduction will not affect the remaining terms, other
27 than adjusting the Net Settlement Amount and corresponding payment to Participating Class
28 Members.

1 **J. Fees and Costs**

2 Each party will bear its own fees and costs except as set forth herein.

3 **K. Tax Liability.**

4 Defendant makes no representation as to the tax treatment or legal effect of the payments called
5 for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or
6 calculation by Defendant or by the Settlement Administrator in this regard.

7 **L. Circular 230 Disclaimer**

8 Each party to this agreement (for purposes of this section, the “acknowledging party” and each
9 party to this agreement other than the acknowledging party, an “other party”) acknowledges and agrees
10 that (1) no provision of this agreement, and no written communication or disclosure between or among
11 the parties or their attorneys and other advisers, is or was intended to be, nor will any such
12 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
13 meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
14 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
15 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into
16 this agreement based upon the recommendation of any other party or any attorney or advisor to any
17 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
18 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
19 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
20 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation
21 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
22 any transaction, including any transaction contemplated by this agreement.

23 **V. RELEASE OF CLAIMS BY THE CLASS**

24 Upon the Effective Date, Class Members will be deemed to have released the Released Parties
25 of and from all of the Class Released Claims during the Class Period.

26 **VI. RELEASE OF CLAIMS BY AGGRIEVED EMPLOYEES**

27 Upon the Effective Date, Aggrieved Employees (and the State of California) will be deemed
28 to have released the Released Parties of and from all of the PAGA Released Claims during the PAGA

1 Period. The provisions of this paragraph also apply to Class Members who opt-out of the non-PAGA
2 portions of the settlement.

3 **VII. RELEASE OF CLAIMS BY PLAINTIFF**

4 Upon the Funding Date, in addition to her claims being released as a Class Member, Plaintiff
5 will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and
6 from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may
7 have against the Released Parties, of every nature and description whatsoever, through the Effective
8 Date. This general release of claims includes any and all known or unknown contract, tort, statutory,
9 common law, constitutional, discrimination, harassment, public policy, retaliation, wrongful discharge
10 and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising
11 out of Plaintiff's application for employment and employment with Defendant, the termination of his
12 employment, and his other dealings with the Defendant and the Released Parties. To the extent the
13 foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions
14 of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred
15 by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
16 which are as follows:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
18 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
19 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
20 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

21 **VIII. NULLIFICATION OF THE JOINT STIPULATION**

22 If the Court fails to approve this Joint Stipulation, the Parties agree to meet and confer as
23 necessary to attempt to reach resolution, which may include one or more amendments to the Joint
24 Stipulation. If the Court should for any reason fail to enter a judgment in the Action, or if the judgment
25 is reversed, modified, or declared or rendered void, this Joint Stipulation will be null and void, and
26 neither this Joint Stipulation, nor any of the related negotiations or proceedings, will be of any force
27 or effect, and all Parties will stand in the same position, without prejudice, as if the Joint Stipulation
28 had not been entered into or filed. Invalidation of any material portion of this Joint Stipulation will

1 invalidate this Joint Stipulation in its entirety, unless the Parties subsequently agree that the remaining
2 provisions of the Joint Stipulation are to remain in full force and effect or unless as otherwise set forth
3 above.

4 If the number of Class Members who submit valid Opt-Outs exceeds five percent (5%),
5 Defendant may rescind this Joint Stipulation. If Defendant rescinds, it must do so in writing to Class
6 Counsel within twenty (20) calendar days after the Settlement Administrator notifies the Parties of the
7 total number of valid Opt-Outs received by the Class Member Exclusion Deadline. Defendant shall
8 pay any costs incurred by the Settlement Administrator in the event that Defendant rescinds the Joint
9 Stipulation.

10 **IX. DUTIES OF THE PARTIES**

11 **A. Mutual Full Cooperation**

12 The Parties agree to cooperate to accomplish and implement the terms of this Joint Stipulation.
13 Such cooperation will include, but is not necessarily limited to, execution of such other documents
14 and taking such other actions as may be reasonably necessary to fulfill the terms of this Joint
15 Stipulation. The Parties will use their best efforts, including all efforts contemplated by this Joint
16 Stipulation and any other efforts that may become necessary by court order, or otherwise, to effectuate
17 this Joint Stipulation and the terms set forth herein. As soon as practicable after execution of this Joint
18 Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, will try to secure
19 Preliminary Approval and Final Approval.

20 **B. Duty to Support and Defend the Settlement**

21 The Parties agree the Settlement is fair, adequate, and reasonable and will so represent to the
22 Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to support the
23 Joint Stipulation fully, and to use their best efforts to defend this Settlement from any legal challenge,
24 whether by appeal or collateral attack.

25 **X. MISCELLANEOUS PROVISIONS**

26 **A. No Media Comments of Publicity**

27 The Parties and their counsel agree that they will not issue any press releases, initiate any
28 contact with the press, engage in any advertising, or distribute any marketing materials related to the

1 Settlement including, but not limited to, any postings on any website(s) maintained by Class Counsel.
2 If contacted by the media, the Parties and Class Counsel will merely inform them that the Action has
3 been resolved, and refer them to the public filings. In addition, there shall be no statements to the
4 media or press releases with regard to the Action or the terms of this Joint Stipulation. Nothing in this
5 provision shall prohibit the Parties from filing this Joint Stipulation with the Court in connection with
6 the Parties' efforts to seek Court approval of the Settlement nor prohibit Class Counsel from
7 communicating with Class Members who request Class Counsel's assistance regarding this
8 Settlement.

9 B. Injunction Against Duplicative Claims

10 Upon Preliminary Approval of the Settlement Agreement, all Class Members who do not opt
11 out of the Settlement Class shall be enjoined from filing, joining, or becoming a party, member or
12 representative in any actions, claims, complaints, or proceedings in any state or federal court on an
13 individual, representative, collective or class action basis, or with the California Department of
14 Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States
15 Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released
16 Claims. Any related pending actions, claims, complaints, or proceedings in any state or federal court
17 or with the DLSE or DOL, shall be stayed until the Class Members have had an opportunity to decide
18 to participate, object or file a Request for Exclusion from this Settlement.

19 Plaintiff does not intend to apply for re-employment with Defendant or the Released Parties
20 and Defendant is under no obligation re re-employ her.

21 C. Waiver of Appeals

22 The Parties and Participating Class Members agree to waive any appellate rights; provided,
23 however, Plaintiff may appeal any reduction in the Attorneys' Fees and/or Attorneys' Cost awards.

24 D. No Admission of Liability

25 This Joint Stipulation is not an admission of liability by Defendant or any of the Released
26 Parties.

27 E. Non-Disparagement

28 Plaintiff agrees not to publicly disparage Defendant or any of the Released Parties.

1 F. Construction

2 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
3 negotiations, and it is not to be construed for or against any party for any reason.

4 G. Choice of Law

5 This Joint Stipulation is intended to and will be governed by the laws of California, without
6 regard to conflicts of law principles. The Court will retain continuing jurisdiction to enforce the
7 settlement, pursuant to California Code of Civil Procedure section 664.6.

8 H. Captions and Interpretations

9 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience and for
10 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
11 any provision thereof.

12 I. Modifications

13 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
14 counsel for the Parties and approved by the Court. This Joint Stipulation may not be discharged except
15 by performance under its terms or by a writing signed by the Parties.

16 J. Integration Clause

17 All prior or contemporaneous agreements, understandings, representations, and statements,
18 whether oral or written, between the Parties are merged herein. No rights under this Joint Stipulation
19 may be waived except in writing.

20 K. Successors and Assigns

21 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
22 respective heirs, trustees, executors, administrators, successors, and assigns.

23 L. Class Counsel Signatories

24 Because the Class Members are so numerous, the Parties agree it is impossible or impractical
25 to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be executed on
26 behalf of the Class by Class Counsel and Plaintiff.

27 M. Plaintiff's Waiver of Right to be Excluded or Object

28 Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this Joint

1 Stipulation.

2 N. Execution in Counterparts

3 This Joint Stipulation will become effective upon its execution by all of the undersigned. The
4 Parties may execute this Joint Stipulation in counterparts, and execution of counterparts will have the
5 same force and effect as if all Parties signed the same instrument. The Parties may also execute this
6 Joint Stipulation using electronic signatures.

7 O. Deadlines Falling on Weekends or Holidays

8 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal
9 holiday, that deadline shall be continued until the following business day.

10 P. Severability

11 In the event that one or more of the provisions contained in this Agreement shall for any reason
12 be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability
13 shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the
14 Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
15 provision had never been included in this Agreement.

16
17 **PLAINTIFF AND CLASS COUNSEL**

18 DATED: 02/19
19 _____, 2023

20 Maria Elena V.
21 Maria Elena Vasquez (Feb 19, 2023 16:17 PST)
22 Maria Elena Vasquez

23 DATED: 02/19 _____, 2023

24 BIBIYAN LAW GROUP, P.C.

25 By: Vedang J. Patel
26 David D. Bibiyan
27 Vedang J. Patel
28 Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEFENDANTS AND DEFENDANTS' COUNSEL

LIQUID TECHNOLOGIES, INC.

DATED: 11/16, 2022

Melissa DeTamble
By:

DATED: February 16,, 2023

LITTLER MENDELSON, P.C.

By: 
Gregory G. Iskander
Attorneys for Defendants