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ADDITIONAL ATTORNEY INFORMATION ON THE FOLLOWING PAGE:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SPRING STREET COURTHOUSE

RENEE J. MONTOYA, CINDY L.
BRAKEBILL and JACOB R. MONTOYA,
as individuals and on behalf of all others
similarly situated,

Plaintiff,

v.

REMO, INC., a California Corporation;
EMPLOYBRIDGE, LLC, a California
limited liability company; REAL TIME
STAFFING SERVICES, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV34614

Related to Case No. 20STCV37581

CLASS ACTION

**STIPULATION OF CLASS AND
REPRESENTATIVE SETTLEMENT**

*[Assigned for all purposes to:
Hon. Maren E. Nelson, Dept. 017]*

Complaint Filed: September 11, 2020

Trial Date: Not Set

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1 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiffs, Renee Montoya, Jacob
3 Montoya, Cindy Brakebill, and Soledad Marron, on behalf of themselves and the Settlement Class
4 Members on the one hand, and Defendants Remo Inc., and Remo International Inc., on the other
5 hand; and subject to the approval of the Court, that the above-captioned action, and Related Case
6 No. 20STCV37581 are hereby being compromised and settled pursuant to the terms and
7 conditions set forth in this Joint Stipulation of Class and Representative Action Settlement (the
8 "Settlement").

9 **1. DEFINITIONS**

10 Capitalized terms used in this Settlement shall have the meanings set forth below:

11 1.1. "Actions" shall mean the lawsuits pending in the Superior Court of the State of
12 California, County of Los Angeles, entitled *Renee J. Montoya, et al. v. Remo, Inc., et al.*, Case
13 No. 20STCV34614 ("Montoya Class Action"), *Renee Montoya, et al. v. Remo, Inc., et al.*, Case
14 No. 20STCV41176 ("Montoya PAGA Action"), and *Soledad Marron v. Remo Inc. et al.*, Case
15 No. 20STCV37581 ("Soledad Action").

16 1.2. "Settlement Administrator" means Phoenix Settlement Administrators.

17 1.3. "Settlement Administration Costs" means the amount to be paid to the third-party
18 Settlement Administrator to administer the Settlement, not to exceed Twenty Thousand Dollars
19 (\$20,000.00).

20 1.4. "Class Counsel" means David D. Bibiyan and Jeffrey Klein of Bibiyan Law
21 Group; Kevin Mahoney of Mahoney Law Group, APC; and Justin Lo and Berkeh Alemzadeh of
22 Work Lawyers PC.

23 1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
24 litigation and resolution of this Action in a Gross Settlement Amount of one-third of the
25 Settlement which, unless escalated as set forth in this Agreement, shall be Three Hundred
26 Thousand Dollars and Zero Cents (\$300,000.00). The Court shall determine the amount of the
27 Class Counsel Award, and it shall be paid from the Gross Settlement Amount.

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1 1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class
2 Counsel's litigation and resolution of this Action, not to exceed Thirty Thousand Dollars and Zero
3 Cents (\$30,000.00). The Court shall determine the amount of the Class Counsel Costs, and it
4 shall be paid from the Gross Settlement Amount.

5 1.7. "Class Information" means information regarding Settlement Class Members that
6 Defendants REMO INC., and REMO INTERNATIONAL INC. will in good faith compile from
7 their records and provide to the Settlement Administrator. Class Information shall be provided
8 as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name;
9 last known address; last four (4) digits of social security number; employee identification number;
10 and the total number of workweeks each Settlement Class Member worked for Defendants during
11 the Class Period.

12 1.8. "Class Period" means the period from September 11, 2016, through and including
13 the date the Court grants Preliminary Approval of the Settlement.

14 1.9. "Class Representative Enhancement Award" means the amount that the Court
15 authorizes to be paid to the Class Representatives, Renee Montoya, Jacob Montoya, Cindy
16 Brakebill, and Soledad Marron, not to exceed Five Thousand Dollars (\$5,000.00), each, in
17 addition to their Individual Settlement Payments and Individual PAGA Payments (as applicable),
18 for their service in connection with being the Class Representatives. The Class Representative
19 Enhancement Awards shall be paid from the Gross Settlement Amount. Any portion of the
20 requested Class Representative Enhancement Awards that are not awarded to Plaintiffs shall be
21 part of the Net Settlement Amount.

22 1.10. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 1.11. "Defendants" means REMO INC. and REMO INTERNATIONAL INC., and all
25 of their current and former parents, owners, subsidiaries, predecessors and successors, and each
26 of their respective officers, directors, partners, shareholders and agents, and any other successors,
27 assigns.

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1 1.12. "Defendant's Counsel" means John L. Viola, and Keith Rasher of Thompson
2 Coburn LLP.

3 1.13. "Effective Date" means the date on which all of the following have occurred: the
4 Court has entered an order granting final approval of the settlement, the Judgment and order
5 granting final approval have become Final, and Defendants pay the full Gross Settlement
6 Amount and Employer's Taxes to the Settlement Administrator as agreed upon herein. For
7 purposes of this provision, "Final" means: if no objections to the settlement are filed and/or are
8 filed and withdrawn, the date the Court enters its order granting final approval of the settlement
9 and Judgment in the Action; if any objections to the settlement are filed and not withdrawn, and
10 if no appeal, review or writ is sought from the Judgment, the sixty-fifth (65th) day after entry of
11 Judgment; or if rehearing, reconsideration and/or appellate review of the Judgment is sought, the
12 day after any and all avenues of rehearing, reconsideration and appellate review have been
13 exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time
14 for seeking such review has expired, and the Judgment has not been modified, amended or
15 reversed in any way

16 1.14. "Plaintiffs" or "Class Representatives" means Plaintiffs Renee Montoya, Jacob
17 Montoya, Cindy Brakebill and Soledad Marron.

18 1.15. "Employers" means Defendants Remo Inc. and Remo International Inc., and all of
19 their current and former parents, owners, subsidiaries, predecessors and successors, and each of
20 their respective officers, directors, joint venturers, partners, employees, shareholders and agents,
21 and any other successors, assigns, or legal representatives.

22 1.16. "Employee Taxes" means the employee's share of any and all applicable federal,
23 state, and local payroll taxes on the portion of Participating Class Members' Individual
24 Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net
25 Settlement Amount.

26 1.17. "Employer Taxes" means the employer's share of any and all applicable federal,
27 state, and local payroll taxes on the portion of Participating Class Members' Individual
28 Settlement Payment that constitutes wages. The Employer Taxes will be paid separately by the

1 Employer and shall not be paid out of the Gross Settlement Amount.

2 1.18. "Final Approval Hearing" means the hearing held by the Court, pursuant to class
3 action procedures and requirements, on the motion for final approval of the Settlement.

4 1.19. "Final Approval Date" means the date on which the Court grants final approval of
5 the Settlement.

6 1.20. "Final Judgment" means the Court's entry of an order of judgment in this Action
7 following the Court's final approval of the Settlement.

8 1.21. "Gross Settlement Amount" means the total amount Defendants shall have to pay
9 in connection with this Settlement, by way of a common fund, which shall be inclusive of all
10 Individual Settlement Amounts to Participating Class Members, Individual PAGA Payments to
11 Aggrieved Employees (as defined herein), Class Counsel Award, Class Counsel Costs,
12 Settlement Administrator Costs, Class Representative Enhancement Awards, Employee Taxes,
13 and the LWDA Payment (defined herein). Subject to Court approval and the terms of this
14 Settlement, the Gross Settlement Amount Defendants shall be required to pay is Nine Hundred
15 Thousand Dollars (\$900,000.00), unless the same is escalated pursuant to this Agreement. No
16 portion of the Gross Settlement Amount will revert to Defendants, and the Settlement does not
17 require Participating Class Members to submit claims as a prerequisite to receiving their
18 Individual Settlement Payment. This settlement sum is based on Defendants' representation that
19 the class size is approximately one hundred seventy-three (173) individuals. Defendant shall not
20 be required to pay more than the Gross Settlement Amount, subject to the escalation clause listed
21 below in Section 3.35. Under no other circumstances shall Defendant be required to pay more
22 than the Gross Settlement Amount except as provided for in this Settlement.

23 1.22. "Individual Settlement Payment" means the amount payable to each Participating
24 Class Member, as calculated pursuant to Paragraph 3.23 of the Settlement, from the Net
25 Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that
26 they are void if not negotiated within one hundred eight (180) days of their issuance.

27 1.23. "PAGA Allocation" refers to the allocation of the Gross Settlement Amount
28 attributed to PAGA penalties. Of that amount, Fifteen Thousand Dollars and Zero Cents

1 (\$15,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA")
2 representing seventy-five percent (75%) of the PAGA Allocation ("LWDA Payment"), while
3 Five Thousand Dollars and Zero Cents (\$5,000.00), representing twenty-five percent (25%) of
4 the PAGA Allocation, will be paid to Class Members working during the PAGA Period in the
5 prorated amounts stated below in section 3.23, with the time period defined as July 27, 2019
6 through the date of preliminary approval ("Aggrieved Employees").

7 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less (i) the Class
8 Representative Payment approved by the Superior Court (not to exceed \$5,000.00) to each
9 Plaintiff, for a total of Twenty Thousand Dollars (\$20,000.00); (ii) the Class Counsel Fees
10 Payment approved by the Superior Court (not to exceed one-third of the Gross Settlement
11 Amount, which, unless escalated, shall be Thirty Thousand Dollars (\$30,000.00); (iii) the Class
12 Counsel Litigation Expenses Payment approved by the Superior Court (not to exceed Thirty
13 Thousand Dollars (\$30,000.00) (iv) the LWDA Payment; (v) the Settlement Administrator
14 Payment (not to exceed Twenty Thousand Dollars (\$20,000), (vi) any other fees or expenses
15 (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment)
16 incurred by implementing the terms and conditions of this Agreement as approved by the Superior
17 Court.

18 1.25. "Non-Participating Class Member" shall mean a Class Member who submits a
19 complete, valid and timely request to be excluded from the Settlement pursuant to the instructions
20 provided in the Class Notice and/or who has signed a release with Defendant to resolve any claims
21 as alleged in the Action.

22 1.26. "Notice of Objection" means a written statement of objection to the Settlement
23 made and signed by a Settlement Class Member and includes the following: (1) the full name of
24 the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3)
25 the last four (4) digits of the Settlement Class Member's Social Security number and/or the
26 Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class
27 Member intends to appear at the Final Approval Hearing.

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1 1.27. "Notice of Settlement" means the Notice of Proposed Class Action Settlement
2 (substantially in the form attached hereto as **Exhibit "A"**). This Notice shall be provided in both
3 English and Spanish.

4 1.28. "Participating Class Members" means all Settlement Class Members who do not
5 submit a valid and timely Request for Exclusion.

6 1.29. "Parties" means Plaintiffs and Defendants collectively, and "Party" shall mean any
7 Plaintiff or any Defendant, individually.

8 1.30. "Plaintiffs' General Released Claims" means, in addition to the releases made by
9 Participating Class Members, Plaintiffs, on behalf of themselves, their heirs, successors, assigns,
10 executors, trustees, and estates, in exchange for the terms and conditions of this Agreement,
11 including the Class Representative Enhancement Awards requested or as otherwise authorized by
12 the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to
13 the full extent permitted by law, of and from any and all claims arising from their employment
14 with Defendants, known and unknown, asserted and unasserted, which Plaintiffs had or may have
15 had against the Released Parties, whether sounding in tort, in contract, in law, in equity or
16 otherwise, and including but not limited to all claims for violation of any local, state, or federal
17 statute, rule, or regulation. Plaintiffs' General Released Claims shall exclude claims of Renee
18 Montoya and Jacob Montoya arising under the Fair Employment and Housing Act, the California
19 Family Rights Act, intentional infliction of emotional distress, and wrongful termination in
20 violation of public policy.

21 1.31. "Preliminary Approval Date" means the date the Court enters the Preliminary
22 Approval Order for the Settlement.

23 1.32. "Preliminary Approval Order" means the Proposed Order for preliminary approval
24 of the Settlement.

25 1.33. "Released Claims" means any and all claims against the Released Parties asserted
26 in the Actions, and any and all claims that may be asserted against the Released Parties based on
27 the factual allegations in the Actions, as follows: For the duration of the Class Period, the release
28 includes: (a) all claims for failure to pay overtime wages and for failure to properly calculate

1 overtime wages; (b) all claims for failure to pay minimum wages, straight time wages, bonus,
2 commissions, or incentive compensation, and for failure to properly calculate minimum wages,
3 straight time wages, bonus, commissions, or incentive compensation; (c) all claims for failure to
4 provide compliant meal and rest periods and associated premium pay, or to properly calculate
5 and/or pay premium pay in lieu of meal and rest periods; (d) all claims for the failure to timely
6 pay wages upon termination; (e) all claims for non-compliant, incomplete, and/or inaccurate
7 wage statements; (f) all claims for failure to reimburse or indemnify for business expenses or
8 losses incurred; (g) all claims for failure to maintain accurate records; (h) all claims asserted
9 through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code
10 violations referenced in the Actions; (i) any other claims or penalties under the wage and hour
11 laws pleaded in the Actions; (j) all damages, penalties, interest and other amounts recoverable
12 under the causes of action alleged in the operative complaint under California, to the extent
13 possible, including but not limited to the California Labor Code, the Fair Labor Standards Act,
14 29 USC § 201, *et seq.* ("FLSA")¹, the California Industrial Welfare Commission Wage Orders,
15 as to the facts alleged in the operative complaints, the applicable wage orders as to the facts
16 alleged in the operative complaints, and the California Unfair Competition Law . For Aggrieved
17 Employees, the release includes, for the duration of the PAGA Period, all claims released during
18 the Class Period, as well as all claims for civil penalties under PAGA arising out of Labor Code
19 Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code
20 sections alleged to have been violated in the Actions, which includes, without limitation, Labor
21 Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802,
22 and 2810.5.

23 1.34. "Released Parties" means Remo Inc., Remo International Inc., and current and
24 former parents, owners, subsidiaries, predecessors and successors, and each of their respective
25 officers, directors, partners, shareholders and agents, joint venturers, employees and any other
26 successors, assigns.

27
28 ¹ The release extends to the FLSA only insofar as a Class Member timely cashes his or her Individual Settlement Payment check. Only in such an instance will he or she be deemed to have opted into the action for the purposes of the FLSA and thereby waived and released any claims he or she may have under the FLSA.

1 1.35. "Request for Exclusion" means a Settlement Class Member's completed Request
2 for Exclusion form to opt out of the Settlement.

3 1.36. "Response Deadline" means the date forty-five (45) days after the Settlement
4 Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on
5 which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement,
6 or (b) postmark Notices of Objection to the Settlement.

7 1.37. "Settlement" means the terms of this Stipulation of Class and Representative
8 Action Settlement.

9 1.38. "Settlement Class Member(s)" or "Settlement Class" means all non-exempt,
10 hourly-paid employees, currently and formerly employed by Defendants, in the State of
11 California during the Class Period. Aggrieved Employees are included in this Settlement Class.

12 **RECITALS**

13 2.1. Class Certification. The Parties stipulate and agree to the certification of this
14 Action for purposes of this Settlement only. Should the Settlement not become final and effective,
15 class certification shall immediately be set aside (subject to further proceedings on motion of any
16 party to certify or deny certification thereafter), the Settlement shall be deemed null and void, and
17 will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose
18 whatsoever. The Parties' willingness to stipulate to class certification as part of the Settlement
19 shall have no bearing on and shall not be admissible in or considered in connection with, the issue
20 of whether a class should be certified in a non-settlement context in the Actions, and shall have
21 no bearing on and shall not be admissible or considered in connection with the issue of whether
22 a class should be certified in any other lawsuit.

23 2.2. Procedural History. On July 27, 2020, Plaintiffs Renee Montoya, Cindy Brakebill
24 and Jacob Montoya filed a notice with the LWDA to seek civil penalties for various Labor Code
25 violations. On September 24, 2020, Plaintiff Soledad Marron filed an LWDA Notice for various
26 violations of the Labor Code, including §201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 1174,
27 1194, 1197, 2802 and Industrial Welfare Commission Order No.1-2001 ("Wage Order 1). On
28 September 11, 2020, Plaintiffs Renee Montoya, Cindy Brakebill and Jacob Montoya filed the

1 Montoya Class Action in Los Angeles Superior Court alleging: failure to pay overtime and
2 minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof;
3 waiting time penalties; wage statement violations; failure to indemnify work expenses; and unfair
4 competition. On October 27, 2020, they filed the Montoya PAGA Action for civil penalties under
5 PAGA. On September 30, 2020, Plaintiff Soledad Marron filed a class action Complaint against
6 Defendants Remo Inc. and Remo International Inc. alleging some of the above-referenced wage
7 and hour violations.

8 2.3. Settlement Negotiations. On April 26, 2021, the Parties participated in a private
9 mediation session with Paul Grossman, Esq., an experienced mediator in the field of wage and
10 hour class actions. Prior to the mediation, Class Counsel conducted extensive informal discovery
11 and investigation during the prosecution of the Action. The informal discovery and investigation
12 included, among other things: (1) inspection and analysis of employee documents and data,
13 including personnel files, the time and payroll records for the putative class up through mediation,
14 employment policies and procedures, and other relevant documents; (2) evaluation of legal
15 positions taken by Plaintiffs and Defendants; (3) evaluation of potential class-wide damages and
16 PAGA penalties; and (4) review and research of applicable law with respect to the claims brought
17 by Plaintiffs and the potential claims and potential defenses brought by Defendants. Class
18 Counsel has vigorously prosecuted this Class Action, and Defendants have vigorously defended
19 it. The Parties have engaged in sufficient informal discovery, evaluation, and investigation to
20 assess the relative merits of the claims and contentions of the Parties. Based on this information
21 and the settlement discussions during the mediation conducted at arm's length, the Parties came
22 to an agreement on April 26, 2021 at mediation. The settlement is the result of an informed and
23 detailed evaluation of the potential liability of total exposure in relation to the costs and risks
24 associated with continued litigation of the Action.

25 2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
26 recognize the length of continued proceedings necessary to litigate their disputes through
27 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into
28 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays

inherent in such litigation, including, but not limited to, the risks related to a contested motion for class certification, and the risks related to liability raised by the issues in this case. Plaintiff and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to enter into a settlement that confers substantial relief upon Settlement Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair, adequate, and reasonable, and is in the best interests of the Settlement Class Members.

2.5. Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement.

Defendants contend that the Settlement Class Members were properly and timely paid all wages owed, including, but not limited to, all straight time and overtime, were properly reimbursed for expenses and losses, and were provided meal and rest periods as required under California law. However, Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants also have taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Defendants have concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Actions. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Defendants have therefore determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement.

2.6. No Admissions. The Parties understand and agree that this Settlement is the result of a good faith compromise of disputed claims and allegations, and Defendants are entering into

1 this Settlement Agreement solely to resolve doubtful and disputed matters. No part of this
2 Settlement Agreement or any conduct or written or oral statements made in connection with this
3 Settlement, whether or not the Settlement Agreement is finally approved and/or consummated,
4 may be offered as or construed to be an admission or concession of any kind by either of the
5 Parties. In particular, but without limiting the generality of the foregoing, nothing about this
6 Settlement or Settlement Agreement shall be offered or construed as an admission that
7 Defendants have violated any of their obligations under the California Labor Code, or of liability
8 in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of
9 Defendants and/or Released Parties. In addition, this Settlement Agreement shall not be offered
10 or be admissible in evidence against any of the Parties or any of the Released Parties, except in
11 any action or proceeding brought by or against Plaintiffs, the Class, Settlement Class Members,
12 or Defendants to enforce its terms, or by Defendants in defense of any claims brought by
13 Plaintiffs, the Class, and Settlement Class Members. The provision of this paragraph shall
14 become effective when this Settlement is signed and shall be binding on the Parties and their
15 counsel regardless of whether the Settlement Agreement is preliminarily and/or finally approved
16 or terminated for any reason, or rendered null and void.

17 2.7. Settlement Class Members' Claims. Plaintiffs claim that the Released Claims
18 have merit and give rise to liability on the part of Defendants. This Settlement is a compromise
19 of disputed claims. Nothing contained in this Settlement and no documents referred to herein,
20 nor any action taken to carry out this Settlement may be construed or used as an admission by
21 or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
22 claims asserted.

23 2.8. Defendants' Defenses. Defendants have denied and continue to deny each and all
24 of the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendants have
25 expressly denied and continue to deny all charges of wrongdoing or liability against them arising
26 out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants
27 contend that they complied in good faith with all California and federal wage-and-hour laws and
28 have dealt legally and fairly with Plaintiffs and Settlement Class Members and Aggrieved

1 Employees. Defendants further deny that, for any purpose other than settling the Action, these
2 claims are appropriate for class or representative treatment.

3 2.9. Gross Amount Payable by Defendants. Under the terms of this Settlement, the
4 gross amount payable by Defendants shall be Nine Hundred Thousand Dollars and Zero Cents
5 (\$900,000.00) unless that amount shall be escalated as set forth in this Agreement, exclusive of
6 Employer's Taxes attributable to the Individual Settlement Payments allocated to wages payable
7 to Participating Class Members, which shall be paid separate and apart from the Gross
8 Settlement Amount.

9 **3. TERMS OF SETTLEMENT**

10 The Parties agree as follows:

11 3.1. Binding Settlement. This Settlement shall bind the Parties, all Aggrieved
12 Employees and all Participating Class Members, subject to the terms and conditions hereof and
13 the Court's approval.

14 3.2. Release By Plaintiffs and All Settlement Class Members.

15 3.2.1. Release By All Settlement Class Members. Effective only upon the
16 entry of an Order granting Final Approval of the Settlement, entry of
17 Judgment, and payment by Defendants to the Settlement Administrator
18 of the full Gross Settlement Amount (as the same may be escalated
19 pursuant to this Agreement) and Employer's Taxes necessary to
20 effectuate the Settlement, all Participating Class Members, including
21 the Plaintiffs, will be deemed to have fully, finally and forever released,
22 settled, compromised, relinquished, and discharged the Released
23 Parties from the Released Claims for the Class Period.

24 3.2.2. Release By Plaintiffs. Effective only upon the entry of an Order
25 granting Final Approval of the Settlement, entry of Judgment, and
26 payment by Defendants to the Settlement Administrator of the full
27 Gross Settlement Amount (as the same may be escalated pursuant to
28

1 this Agreement) and Employer's Taxes necessary to effectuate the
2 Settlement, Plaintiffs will be deemed to have fully, finally and forever
3 released, settled, compromised, relinquished, and discharged any and
4 all of Plaintiffs' General Released Claims against the Released Parties.
5 With respect to the Plaintiffs' General Released Claims only, Plaintiffs
6 shall be deemed to have, and by operation of the Final Judgment shall
7 have, expressly waived and relinquished, to the fullest extent permitted
8 by law, the provisions, rights, and benefits of section 1542 of the
9 California Civil Code, or any other similar provision under federal or
10 state law, which section provides:

11 *A general release does not extend to claims which the creditor does*
12 *not know or suspect to exist in his or her favor at the time of*
13 *executing the release, which if known by him or her must have*
14 *materially affected his or her settlement with the debtor.*
15

16 Plaintiffs may hereafter discover facts in addition to or different from those they now
17 know or believe to be true with respect to the subject matter of the Plaintiffs' General Released
18 Claims and the Released Claims, but upon the Effective Date, shall be deemed to have, and by
19 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and
20 all of the Plaintiffs' General Released Claims and the Released Claims, whether known or
21 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
22 have existed, upon any theory of law or equity now existing or coming into existence in the future.
23 Nothing in this Agreement shall purport to release the claims of Renee Montoya and Jacob
24 Montoya arising under the Fair Employment and Housing Act, the California Family Rights Act,
25 intentional infliction of emotional distress, and wrongful termination in violation of public policy
26 against Defendants and the Released Parties, which claims shall be released via a separate release
27 of claims.
28

3.3. Release By Defendants: Pursuant to this Agreement, Defendants and Released

1 Parties and on behalf of their agents, representatives, attorneys, insurers, assigns, and/or anyone
2 acting on their respective behalf, and in consideration of the promises, assurances, and covenants
3 set forth in this Agreement, hereby fully release the Employees and Employees' heirs, agents,
4 representatives, assigns, executors, and/or anyone on Employee's behalf (collectively, the
5 "Employee Released Parties") from all claims or causes of action by reason of any injuries
6 and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which
7 the Company has sustained or which may be sustained as a result of any facts and circumstances
8 arising out of or in any way related to Plaintiffs' employment with Defendants, or either of them,
9 and to any other disputes, claims, disagreements, or controversies, between the Parties up to and
10 including the date of this Agreement is signed.

11 3.4. Tax Liability. The Parties understand and agree that the Parties are not providing
12 tax or legal advice. Participating Class Members and Aggrieved Employees will remain
13 responsible for any Employee Taxes. Participating Class Members and Aggrieved Employees
14 will assume any employee tax obligations or consequences that may arise from this Settlement
15 and should consult with a tax expert if they have questions. However, Individual Settlement
16 Payments will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued)
17 and eighty percent (80%) as interest and penalties (a 1099 will be issued). Individual PAGA
18 Payments will be allocated as one hundred percent (100%) penalties. Any required payroll
19 deductions will be based on this apportionment. The Parties agree that, in the event that any
20 taxing body determines that additional employee taxes are due from any Participating Class
21 Member and/or Aggrieved Employee, such Participating Class Member and/or Aggrieved
22 Employee assumes all responsibility for the payment of such taxes.

23 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
24 of this Settlement, and no written communication or disclosure between or among the Parties,
25 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any
26 such communication or disclosure constitute or be construed or be relied upon as, tax advice
27 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
28

1 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
2 independent legal and tax counsel for advice (including tax advice) in connection with this
3 Settlement, (b) has not entered into this Settlement based upon the recommendation of any other
4 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
5 communication or disclosure by any attorney or adviser to any other party to avoid any tax
6 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
7 other party has imposed any limitation that protects the confidentiality of any such attorney's or
8 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
9 by the acknowledging party of the tax treatment or tax structure of any transaction, including
10 any transaction contemplated by this Settlement.

11 3.6. Settlement Approval and Implementation Procedures. As part of this Settlement,
12 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
13 the Settlement, certifying the Settlement Class, notifying Settlement Class Members and/or
14 Aggrieved Employees of the Settlement, obtaining the Court's final approval of the Settlement,
15 and processing the Individual Settlement Payments and Individual PAGA Payments.

16 3.7. Preliminary Approval and Certification. As soon as practicable after execution of
17 this Settlement, Plaintiffs will submit this Settlement to the Court for its preliminary approval.
18 Such submission will include this Settlement, the proposed Class Notice, the proposed
19 Preliminary Approval Order, and any memoranda and evidence as may be necessary for the
20 Court to determine that this Settlement is fair, adequate, and reasonable. Plaintiffs will request
21 the Court to enter an order conditionally certifying the Settlement Class after the preliminary
22 approval hearing, in accordance with California Rules of Court, Rule 3.769(c). Defendants shall
23 not oppose the motion and request.

24 3.8. Class Information. Within fourteen (14) calendar days after the entry of the
25 Preliminary Approval Order, Defendant, shall provide the Settlement Administrator with the
26 Class Information for purposes of mailing Class Notices to Settlement Class Members,
27 including: 1. Class Member's full name; 2. Class Member's last known address; 3. Class
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1 Member's last four (4) digits of social security number; 4. Class Member's employee
2 identification number; and 5 based on Defendant's payroll records, the Class Member's total
3 number of workweeks. The Settlement Administrator shall use commercially reasonable efforts
4 to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized
5 disclosure or use of such data other than as permitted by the Settlement. The Settlement
6 Administrator shall ensure that the Class Notice and any other communications to Class
7 Members shall not include the Class Members' social security number, except for the last four
8 (4) digits, if necessary.

9 3.9. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
10 Settlement Administrator will perform a search on the National Change of Address database to
11 update the Settlement Class Members' addresses. No more than fourteen (14) calendar days
12 after receiving the Class Information from Defendant, as provided herein, the Settlement
13 Administrator shall mail copies of the Class Notice, written in both English and Spanish, to all
14 Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall
15 exercise its best judgment to determine the current mailing address for each Settlement Class
16 Member. The address identified by the Settlement Administrator as the current mailing address
17 shall be presumed to be the best mailing address for each Settlement Class Member.

18 3.10. Undeliverable Notices. Any Notice Packets returned to the Settlement
19 Administrator as undeliverable on or before the forty-five (45) day Response Deadline shall be
20 re-mailed to the forwarding address affixed thereto.

21 3.11. For each Settlement Class Member whose Class Notice is returned, there will be
22 one (1) skip trace by the Settlement Administrator. If an updated mailing address is identified,
23 the Settlement Administrator shall resend the Class Notice to the Settlement Class Member. One
24 (1) supplemental Class Notice shall be mailed to each Settlement Class Member whose original
25 Class Notice is returned as undeliverable to the Settlement Administrator. Such re-mailing shall
26 be made within five (5) business days of the Settlement Administrator receiving notice that the
27 respective Class Notice was undeliverable. Any requests by the Settlement Administrator for
28

1 documents or information from Defendants must be responded to within a reasonable amount
2 of time by counsel for Defendants. It is the intent of the Parties that reasonable means be used
3 to locate the Settlement Class Members and apprise them of their rights.

4 3.12. Settlement Class Members to whom Class Notices are resent after having been
5 returned undeliverable to the Settlement Administrator, during the entire Response Deadline,
6 shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the
7 forty-five (45) day Response Deadline has expired, whichever is later, to mail the Request for
8 Exclusion or a Notice of Objection. Class Notices that are resent shall inform the recipient of
9 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
10 means used to determine whether a Settlement Class Member has returned his or her Request
11 for Exclusion on or before the adjusted deadline. If a Settlement Class Member's Class Notice
12 is returned to the Settlement Administrator more than once as undeliverable, then an additional
13 Class Notice shall not be re-mailed. Nothing further shall be required of, or done by, the Parties,
14 Class Counsel, or Defendants' Counsel to provide notice of the proposed Settlement.

15
16 3.13. Compliance with the procedures specified in paragraphs 3.9-3.12 of this
17 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
18 Settlement and shall satisfy the requirement of due process. In the event the procedures set forth
19 herein are followed and the intended recipient of a Class Notice still does not receive the Class
20 Notice, the intended recipient will be a Participating Class Member and will be bound by all
21 terms of the Settlement and the Order Granting Final Approval entered by the Court. Nothing
22 else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to
23 provide notice of the proposed Settlement.

24 3.14. Disputes. Settlement Class Members will have the opportunity during the forty-
25 five (45) day response period, should they disagree with Defendants' records regarding their
26 days worked during the Class Period, to provide documentation and/or an explanation to show
27 contrary days worked. A space will be provided on the Notice of Settlement Payment for Class
28 Members to raise such disputes. For a Settlement Class Member's dispute to be considered, the

1 Settlement Class Member must fully complete the Notice and timely return it to the Settlement
2 Administrator. Settlement Class Members will have forty-five (45) days after the date the Class
3 Notice is mailed by the Settlement Administrator to mail in a dispute, including any supporting
4 evidence the Settlement Class Member may have. If a Settlement Class Member's Class Notice
5 is re-mailed, the Settlement Class Members shall have an additional fourteen (14) calendar days
6 from the date of re-mailing or until the forty-five (45) Response Deadline has expired, whichever
7 is later to provide his/her dispute. The date of the postmark of the return mailing envelope shall
8 be the exclusive means used to determine whether a dispute has been timely submitted to the
9 Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with
10 the Parties to determine whether an adjustment is warranted. If the Parties are unable to reach
11 an agreement as to the amount of the adjustment or if an adjustment is warranted, then each side
12 will submit a three (3) page brief to the Court, outlining each side's respective position and have
13 the Court decide the outstanding issue. The Court's determination of the eligibility for and
14 amount of any Individual Settlement Payment shall be binding upon the Settlement Class
15 Member and the Parties. The Settlement Administrator shall determine the eligibility for, and
16 the amounts of, any Individual Settlement Payments under the terms of this Settlement, except
17 for any disputes brought to the Court's attention, described herein. The Settlement
18 Administrator's determination of the eligibility for and amount of any Individual Settlement
19 Payment and/or Individual PAGA Payment shall be binding upon the Settlement Class Member
20 and the Parties.

22 3.15. Exclusions (Opt-Outs). The Class Notice shall state that Settlement Class
23 Members who wish to exclude themselves from the Settlement must submit a Request for
24 Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name,
25 address, and the last four (4) digits of the Social Security number of the Settlement Class
26 Member requesting exclusion/ or an Employee Identification Number, (2) must be signed by the
27 Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned
28 to the Settlement Administrator at the specified address. If the Request for Exclusion does not

1 contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
2 Settlement. If any Request for Exclusion is incomplete or deficient, the Settlement
3 Administrator shall send a letter informing the Settlement Class Member of the deficiency
4 within three (3) business days. If a Settlement Class Member's Class Notice is re-mailed, the
5 Settlement Class Member shall have an additional fourteen (14) calendar days from the date of
6 re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later to
7 submit his/her Request for Exclusion. The date of the postmark on the return-mailing envelope
8 shall be the exclusive means used to determine whether a Request for Exclusion has been timely
9 submitted. Any Settlement Class Member who requests to be excluded from the Settlement will
10 not be entitled to any recovery under the Class Settlement allocation and will not be bound by
11 the terms of the class settlement. However,, if he or she is an Aggrieved Employee, he or she
12 will still receive an Individual PAGA Payment and be bound by the release of PAGA civil
13 penalties for the PAGA Period. Class Members who receive a Class Notice, but fail to submit a
14 valid and timely Request for Exclusion on or before the Response Deadline, shall be bound by
15 all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
16 approved by the Court. Even if a Class Members submits a timely Request for Exclusion, the
17 Class Member will still receive an Individual PAGA Settlement from the PAGA allocation. At
18 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members
19 of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel
20 shall not represent any Settlement Class Member with respect to any such Requests for
21 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also
22 submit a Notice of Objection; if they do, the Notice of Objection will be deemed invalid. No
23 later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall
24 provide counsel for the Parties with a complete list of all Settlement Class Members who timely
25 submitted Exclusions.
26

27 3.16. Objections. The Class Notice shall state that Settlement Class Members who wish
28 to remain Settlement Class Members, but desire to object to the Settlement must not submit a

Request for Exclusion. They must instead submit a written statement of objection ("Notice of Objection") by the Response Deadline to the Settlement Administrator by mail, fax or email. The Notice of Objection must be signed by the Settlement Class Member or his or her legal representative and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class Member's Social Security number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address to be considered. If a Settlement Class Member's Class Notice is re-mailed, the Settlement Class Member shall have an additional fourteen (14) calendar days from the date of re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later to submit his/her Notice of Objection. Within five (5) calendar days of receiving a Notice of Objection from a Settlement Class Member, the Settlement Administrator shall forward the notice of objection to Class Counsel and Defendants' Counsel. Class Counsel thereafter will lodge the Settlement Class Member's Notice of Objection with the Court. Settlement Class Members, regardless of whether or not they submit a timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or without an attorney, in order to have their objections heard by the Court. The Settlement Class Members also may appear at the Final Approval Hearing remotely via LACourtConnect or other acceptable remote means. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

3.17. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate they will not object to or exclude themselves from the Settlement in anyway.

3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall

1 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
2 Members to submit either written objections to the Settlement or Requests for Exclusion from
3 the Settlement, or to appeal from the Court's Final Judgment.

4 3.19. Funding of the Gross Settlement. This is a non-reversionary Settlement in which
5 Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross
6 Settlement Amount will revert to Defendants. Defendants shall fully fund the Settlement within
7 fourteen (14) calendar days after the Final Approval Date, including Employer's Taxes. No
8 payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount
9 is fully funded. No release in this Settlement shall be effective until the Gross Settlement
10 Amount and Employer's Taxes are paid to the Settlement Administrator. If Defendants default,
11 Plaintiffs and all Participating Class Members will be able to pursue all claims, and the
12 Settlement becomes null and void.

13 3.20. No more than five (5) business days after the Gross Settlement Amount is fully
14 funded, the Settlement Administrator will provide the Parties with an accounting of all
15 anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be
16 calculated by deducting from the Gross Settlement Amount payments for (1) Class
17 Representatives Enhancement Awards, as specified in this Settlement and approved by the
18 Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
19 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement
20 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the
21 LWDA Payment, as specified in this Settlement and approved by the Court. The Net Settlement
22 Amount shall be distributed in Individual Settlement Payments and Individual PAGA Payments
23 in accordance with this Settlement Agreement.

24 3.21. Individual Settlement Payments. Each Participating Class Member shall be
25 eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement
26 Amount, based on the number of weeks worked by the Participating Class Member during the
27 Class Period, as a proportion of all weeks worked by all Participating Class Members during the
28

1 Class Period. Individual Class Settlement Payments shall be paid pursuant to the formula set
2 forth below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail
3 to Participating Class Members' last known mailing address no later than fifteen (15) calendar
4 days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will
5 specifically indicate that they are void if not negotiated within one hundred eight (180) days of
6 their issuance. Individual Class Settlement Payments reflect settlement of a dispute regarding
7 wages, interest, and penalties. Individual Settlement Payments will be allocated as follows:
8 twenty percent (20%) as wages; and eighty percent (80%) as interest and penalties. The "wage"
9 portion of each Individual Settlement Payment will be reduced by Employee Taxes. The
10 Settlement Administrator shall issue the appropriate tax documents associated with the
11 Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as
12 "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

13
14 3.22. Individual PAGA Payments. Each Aggrieved Employee shall be eligible to
15 receive an Individual PAGA Payment, which is a share of the PAGA Allocation attributed to
16 Aggrieved Employees based on the number of weeks worked by the Participating Class Member
17 during the PAGA Period, as a proportion of all weeks worked by all Aggrieved Employees
18 during the PAGA Period. Individual PAGA Payments shall be paid pursuant to the formula set
19 forth below. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to
20 Aggrieved Employees' last known mailing addresses no later than fifteen (15) calendar days
21 after the Gross Settlement Amount and Employer's Taxes are fully funded. Individual PAGA
22 Payments will specifically indicate that they are void if not negotiated within one hundred eight
23 (180) days of their issuance. Individual PAGA Payments reflect settlement of a dispute
24 regarding civil penalties. The Individual PAGA Payments are not subject to taxes.

25 3.23. Individual Settlement Payment Formula. After deducting the Class Counsel
26 Award and Class Counsel Costs, the LWDA Payment, Class Representatives' Enhancement
27 Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement
28 Amount"), will be distributed as follows:

1 3.23.1. The Settlement Administrator will determine the total number of
2 Workweeks worked by each Settlement Class Member during the Class
3 Period ("Class Member's Workweeks"), as well as the aggregate
4 number of Workweeks worked by all Settlement Class Members during
5 the Class Period ("Class Workweeks"). Additionally, the Settlement
6 Administrator will determine the total number of Workweeks worked
7 by each Aggrieved Employee during the PAGA Period ("Aggrieved
8 Employee's Workweeks"), as well as the aggregate number of
9 Workweeks worked by all Aggrieved Employees during the PAGA
10 Period ("PAGA Workweeks").

11 3.23.2. To determine each Settlement Class Member's Individual
12 Settlement Share, the Settlement Administrator will use the following
13 formula: Individual Settlement Share = (Settlement Class Member's
14 Workweeks ÷ Class Workweeks) × Net Settlement Amount.

15 3.23.3. To determine each Participating Class Member's Individual
16 Settlement Share, the Settlement Administrator will determine the
17 aggregate number of Workweeks worked by all Participating Class
18 Members during the Class Period ("Participating Class Workweeks")
19 and use the following formula: Individual Settlement Share =
20 (Participating Class Member's Workweeks ÷ Participating Class
21 Workweeks) × Net Settlement Amount.

22 3.23.4. The net amount of the Individual Settlement Share is to be paid out
23 to Participating Class Members by way of check and is referred to as
24 "Individual Settlement Payment(s).
25

26 3.23.5. To determine each Aggrieved Employee's PAGA Payment, the
27 Settlement Administrator will use the following formula: Aggrieved
28 Employee's PAGA Payment = (Aggrieved Employee's Workweeks ÷

PAGA Workweeks) x \$5,000.00 (the portion of the PAGA Payment paid to PAGA Aggrieved Employees). This amount is to be paid out to Aggrieved Employees by way of check.

3.24. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment and Individual PAGA Payment, and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Even if a Settlement Class Member submits a valid and timely Request for Exclusion, the Class Member still shall be entitled to receive an Individual PAGA Payment. Plaintiffs, however, are each, also eligible to receive a Class Representative Enhancement Award.

3.25. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.26. If a check for an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If an Individual Settlement Payment check is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that check. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the

1 Court by Class Counsel along with a proposed amended judgment that is consistent with the
2 provisions of Code of Civil Procedure section 384.

3 3.27. Class Representatives Enhancement Award. Defendants agree not to oppose or
4 object to any application or motion by Plaintiffs for a Class Representatives Enhancement
5 Award, not to exceed Five Thousand Dollars (\$5,000.00) for each of the named Plaintiffs, Renee
6 J. Montoya, Cindy L. Brakebill, Jacob R. Montoya and Soledad Marron (totaling Twenty
7 Thousand Dollars (\$20,000.00), as consideration for the Plaintiff's General Released Claims
8 and each plaintiff's time and effort in bringing and prosecuting this matter. The Class
9 Representatives Enhancement Award shall be paid to each of the Named Plaintiffs from the
10 Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement
11 Amount is fully funded. The Settlement Administrator shall issue an IRS Form 1099 — MISC
12 to Plaintiffs, and each of them, for their Class Representative Enhancement Awards. Plaintiffs,
13 and each of them, shall be solely and legally responsible for payment of all applicable taxes on
14 their Class Representative Enhancement Award, and shall hold harmless Defendants and Class
15 Counsel and Defendants' counsel from any claim or liability for taxes, penalties, or interest
16 arising as a result of the Class Representative Enhancement Award. The Class Representatives
17 Enhancement Award shall be in addition to Plaintiffs' Individual Payments as Participating
18 Class Members, as well as their Individual PAGA Payments, should they be entitled to one. In
19 the event that the Court awards lesser amounts than the Class Representative Enhancement
20 Awards requested, then any portion of the requested amounts not awarded to Plaintiffs shall be
21 added to the Net Settlement Amount. Plaintiffs shall not have the right to revoke their agreement
22 to the Settlement on the grounds the Court did not approve any or all of his request for a Class
23 Representative Enhancement Award.
24

25 3.28. Class Counsel Award and Costs. Defendants agree not to oppose or object to any
26 application or motion by Class Counsel for a Class Counsel Award not to exceed one-third of
27 the Gross Settlement Amount which, unless escalated pursuant to this Agreement, shall equal
28 Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), as well as Class Counsel Costs

1 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), all of which will be paid
2 from the Gross Settlement Amount. The Class Counsel Award and Class Counsel Costs shall
3 be paid no later than fifteen (15) calendar days after the Gross Settlement Amount is fully
4 funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
5 payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
6 Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This
7 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
8 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
9 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement
10 Amount.

11 3.29. PAGA Settlement Allocation. Subject to Court approval, the Parties shall allocate
12 a total of Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount for the
13 compromise of claims for civil penalties brought under the PAGA (the "PAGA Allocation").
14 Per California Labor Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00),
15 representing seventy-five percent (75%) of the PAGA Allocation, will be paid to California's
16 Labor Workforce Development Agency. The remaining Two Thousand Five Hundred Dollars
17 (\$2,500.00), representing twenty-five percent (25%) of the PAGA Allocation, shall be part of
18 the Net Settlement Amount to be distributed to Participating Class Members.

19 LWDA PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars
20 (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
21 seventy-five percent (75%) of the amount allocated toward PAGA, Fifteen Thousand Dollars
22 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%)
23 will remain a part of the Net Settlement Amount of Two Thousand Five Hundred Dollars
24 (\$2,500.00), to be distributed to Aggrieved Employees on a *pro rata* basis, based upon their
25 respective Workweeks in the PAGA Period.

26 3.30. Defendants' Option to Terminate Settlement. If the number of Settlement Class
27 Members who opt out by submitting Requests for Exclusion exceeds seven and-a-half percent
28

1 (7.5%) of the total number of Settlement Class Members, then Defendants may, in the exercise
2 of their sole discretion, abrogate this Agreement. Defendants' right expires calendar days after
3 the Response Deadline. In the event Defendants exercise this option, the costs of administration
4 shall be borne by Defendants. If Defendant decide to void the Settlement, then the Settlement
5 and conditional class certification shall be considered void, and neither the Settlement,
6 conditional class certification, nor any of the related negotiations or proceedings, shall be of any
7 force or effect, and the Parties shall stand in the same position, without prejudice, as if this
8 Settlement had been neither entered into nor filed with the Court.

9 3.31. Settlement Administration Costs. The Settlement Administrator shall be paid for
10 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
11 administration are not to exceed Twenty Thousand Dollars (\$20,000.00), unless the court
12 approves a higher amount. No fewer than fourteen (14) calendar days prior to the Final
13 Approval Hearing, the Settlement Administrator shall provide the Parties with a statement
14 detailing the costs of administration. The Settlement Administrator, on Defendants' behalf,
15 shall have the authority and obligation to make payments, credits and disbursements, including
16 payments and credits in the manner set forth in this Settlement, to Participating Class Members
17 and Aggrieved Employees, calculated in accordance with the methodology set out in this
18 Settlement and orders of the Court. The Parties agree to cooperate in the administration of the
19 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
20 incurred in administration of the Settlement. The Parties and their respective counsel each
21 represent they do not have any financial interest in the Settlement Administrator or otherwise
22 have a relationship with the Settlement Administrator that could create a conflict of interest.
23 The Settlement Administrator shall be responsible for: processing and mailing all court-
24 approved payments to the Plaintiffs, Class Counsel, Participating Class Members, Aggrieved
25 Employees and the LWDA; printing and mailing the Class Notices to the Settlement Class
26 Members as called for in this Settlement and ordered by the Court; receiving and reporting
27 Notice of Objections and Requests for Exclusion submitted by Settlement Class Members;
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1 providing declaration(s) as necessary in support of preliminary and/or final approval of this
2 Settlement; calculating compensable work weeks, and other tasks as the Parties mutually agree
3 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
4 keep the Parties timely apprised of the performance of all Settlement Administrator
5 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents
6 required by administration of this Settlement shall be prepared by the Settlement Administrator.
7 Any expenses incurred in connection with such preparation shall be Settlement Administration
8 Costs. The Settlement Administrator shall be paid the Settlement Administration Costs from
9 the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement
10 Amount is fully funded.

11 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
12 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and
13 the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the
14 Class Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA
15 Payment; and (v) the Settlement Administration Costs. Settlement Class Members, may (though
16 they are not required to) appear at the Final Approval Hearing, either in person or through the
17 objector's own counsel, at his or her own expense, and orally object to the Settlement. Any
18 attorney who will represent an individual objecting to this Settlement must file a notice of
19 appearance with the Court and serve Class Counsel and Defendants' counsel no later than fifteen
20 (15) calendar days before the Final Approval Hearing. Any Settlement Class Member who
21 attends the Final Approval Hearing and asks to speak regarding his or her objection may be heard
22 by the Court. The Settlement Class Members may also appear remotely via LACourtConnect or
23 other acceptable remote or telephonic means.

24 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
25 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, with the
26 Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court
27 grants final approval to the Settlement, notice of Final Approval shall be posted on the
28

1 Settlement Administrator's website, at www.phoenixclassaction.com.

2 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Participating
3 Class Members and Aggrieved Employees pursuant to this Settlement will not count as earnings
4 or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by
5 Defendants. It is expressly understood and agreed that the receipt of the Individual Settlement
6 Payment and/or Individual PAGA Payment shall not entitle any Participating Class Member
7 and/or Aggrieved Employee to additional compensation or benefits under any collective
8 bargaining agreement or under any bonus, contest or other compensation or benefit plan or
9 agreement in place during the period covered by the Settlement, nor shall it entitle any
10 Participating Class Member and/or Aggrieved Employee to any increased pension and/or
11 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
12 Settlement Payments and/or Individual PAGA Payments provided for in this Stipulation are the
13 sole payments to be made by Defendants to Participating Class Members and/or Aggrieved
14 Employees in connection with this Settlement, with the exception of Plaintiffs, and that the
15 Participating Class Members and/or Aggrieved Employees are not entitled to any new or
16 additional compensation or benefits as a result of having received the Individual Settlement
17 Payments and/or Individual PAGA Payments. Furthermore, the receipt of Individual Settlement
18 Payments by Participating Class Members and Individual PAGA Payments by Aggrieved
19 Employees shall not, and does not, by itself establish any general, special, or joint employment
20 relationship between and among the Participating Class Member(s) and/or Aggrieved
21 Employees, on the one hand, and Defendants, on the other hand.

23 3.35. Escalation of Gross Settlement Amount. Defendants represent that there are no
24 more than 27,155 workweeks worked from September 11, 2016 through April 26, 2021. In the
25 event the number of workweeks worked during this timeframe increases by more than 10%, or
26 2,716 workweeks worked, then the GFV shall be increased proportionally by the workweeks in
27 excess of 27,155 multiplied by the workweek value. The workweek value shall be calculated by
28 dividing the Gross Settlement Amount by 27,155. The Parties agree that the workweek value

1 amounts to and the settlement amounts to \$33.14 per workweek (\$900,000 / 27,155 workweeks).
2 Thus, for example, should there be 30,000 workweeks in the Class Period, then the GFV shall
3 be increased by \$94,283.30. (30,000 workweeks – 27,155 workweeks x \$33.14/workweek.)

4 3.36. Nullification of Settlement. In the event: (i) the Court does not enter the
5 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of
6 the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided
7 herein; or (iv) the Settlement does not become final for any other reason, and the Parties are not
8 able to achieve final approval through reasonable efforts that do not require change in material
9 terms of this Agreement, this Settlement shall be null and void and any order or judgment
10 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
11 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned
12 to their respective statuses as of the date and time immediately prior to the execution of this
13 Settlement, and the Parties shall proceed in all respects as if this Settlement had not been
14 executed, except that any costs and fees already incurred by the Settlement Administrator shall
15 be paid jointly by the Parties. In the event an appeal is filed from the Court's Final Judgment,
16 or any other appellate review is sought, administration of the Settlement shall be stayed pending
17 final resolution of the appeal or other appellate review, and any other payments required
18 hereunder by Defendants will not be paid pending the completion and final resolution of the
19 appeal, and any payment thereafter will: (1) occur only if the Order Granting Final Approval is
20 upheld after all appeals; and (2) be in a manner that is provided for in the Settlement and in the
21 Order Granting Final Approval.
22

23 3.37. No Admission by the Parties. Defendants deny any and all claims alleged in this
24 Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission,
25 and shall not be used against Defendants as an admission or indication, with respect to any
26 claim, of any fault, concession, or omission by Defendants. Neither this Settlement, nor any of
27 its terms and conditions, nor any of the negotiations connected with it, is a concession or
28 admission, and none shall be used against Defendants as an admission or indication with respect

1 to any claim of any fault, concession, or omission by Defendants or that class certification is
2 proper under the standard applied to contested certification motions. The Parties stipulate and
3 agree to the certification of the proposed class for settlement purposes only. The Parties further
4 agree that this Settlement will not be admissible in this or any other proceeding as evidence that
5 either: (i) a class action should be certified or (ii) Defendants or the Released Parties are liable
6 to Plaintiff or any Settlement Class Member, other than according to the terms of this Settlement.

7 3.38. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
8 the interpretation, calculation or payment of settlement claims, or other disputes regarding
9 compliance with this Settlement shall be resolved as follows:

10 3.39. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class
11 Members, or Defendants, at any time believe that the other Party or Parties have breached or
12 acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of
13 the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding
14 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating
15 Party with the reasons why the Party disputes all or part of the allegation.

16 3.39.1. If the response does not address the alleged violation to the initiating
17 Party's satisfaction, the Parties shall negotiate in good faith for up to ten
18 (10) calendar days to resolve their differences.

19 3.39.2. If thereafter, the Parties still cannot resolve the dispute, the Parties shall
20 utilize the services of Paul Grossman, Esq. (the "Mediator") in a good-
21 faith attempt to mediate and resolve the dispute.

22 3.39.3. If the Parties are unable to resolve their differences after twenty (20)
23 calendar days after the involvement of the Mediator, either Party may
24 file an appropriate motion for enforcement with the Court.

25 3.40. Exhibits and Headings. The terms of this Settlement include the terms set forth in
26 Exhibit A and B , which are attached to this Settlement and incorporated by this reference as
27 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of
28

1 the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are
2 inserted for convenience of reference only and do not constitute a part of this Settlement.

3 3.41. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
4 Action and thereafter implement and complete the Settlement with the exception of actions by
5 the Parties intended to further approval of this Settlement.

6 3.42. Publicity and Confidentiality. Plaintiffs and Class Counsel agree not to disclose
7 or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
8 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
9 person or entity, except potential class members and as shall be contractually required to
10 effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section
11 means Plaintiffs and Class Counsel agree not to issue press releases, communications with, or
12 respond to any media or publication entities, publish information in manner or form, whether
13 printed or electronic, on any medium or otherwise communicate, whether by print, video,
14 recording or any other medium, with any person or entity concerning the Settlement, including
15 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
16 except as shall be contractually required to effectuate the terms of the Settlement as set forth
17 herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
18 counsel in other actions, Class Counsel may disclose the name of the Parties in this action and
19 the venue/case number of this action (but not any other settlement details) for such purposes.
20

21 3.43. Amendment or Modification. This Settlement may be amended or modified only
22 by a written instrument signed by counsel for all Parties.

23 3.44. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
24 agreement among these Parties, and no oral or written representations, warranties or
25 inducements have been made to any Party concerning this Settlement or its exhibit, other than
26 the representations, warranties and covenants contained and memorialized in the Settlement and
27 its exhibit. No other prior or contemporaneous written or oral agreements may be deemed
28 binding on the Parties.

1 3.45. Authorization to Enter into Settlement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
4 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
5 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
6 other and use their best efforts to affect the implementation of the Settlement. In the event the
7 Parties are unable to reach agreement on the form or content of any document needed to
8 implement the Settlement, or on any supplemental provisions that may become necessary to
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
10 such disagreement. The person signing this Settlement on behalf of Defendants and each of
11 them represents and warrants that he or she is authorized to sign this Settlement on behalf of
12 Defendants, and each of them. Plaintiffs Renee J. Montoya, Cindy L. Brakebill, Jacob R.
13 Montoya and Soledad Marron, each represent and warrant that they are authorized to sign this
14 Settlement and that they have not assigned any claim, or part of a claim, covered by this
15 Settlement to a third-party.
16

17 3.46. Binding on Successors and Assigns. This Settlement shall be binding upon, and
18 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 3.47. No Prior Assignments. The Parties and their counsel represent, covenant, and
20 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
21 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
22 demand, action, cause of action or right herein released and discharged.

23 3.48. California Law Governs. All terms of this Settlement and the exhibits hereto shall
24 be governed by and interpreted according to the laws of the State of California.

25 3.49. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
26 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
27 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
28 present and potential.

1 3.50. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
2 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
3 implementation, and enforcement of the terms of this Settlement and all orders and judgments
4 entered in connection therewith, and the Parties and their counsel hereto submit to the
5 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this
6 Settlement and all orders and judgments entered in connection therewith.

7 3.51. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
9 possible, consistent with applicable precedents.

10 3.52. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
11 class certification for purposes of this Settlement only.

12 3.53. Cooperation. The Parties agree to cooperate fully with one another to accomplish
13 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
14 to, execution of such other documents and the taking of such other action as may be reasonably
15 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their
16 best efforts, including all efforts contemplated by this Settlement and any other efforts that may
17 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

18 3.54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
19 and conditions of this Settlement. Accordingly, this Settlement will not be construed more
20 strictly against one party than another merely by virtue of the fact that it may have been prepared
21 by counsel for one of the Parties, it being recognized that, because of the arm's-length
22 negotiations between the Parties, all Parties have contributed to the preparation of this
23 Settlement.

24 3.55. 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, and that this Settlement has been executed with the consent and advice of counsel,
27 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
28

no liens on the Settlement Agreement.

3.56. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation are subject to final Court approval.

3.57. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs:

David D. Bibiyan
david@tomorrowlaw.com
Jeffrey Klein
jeff@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Justin Lo, Esq.
justin@worklawyer.com
Berkeh Alemzadeh, Esq.
beyonca@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8335
Facsimile: (424) 248-2944

To Defendants:

John L. Viola, Esq.
jviola@thompsoncoburn.com
Keith J. Rasher, Esq.
krasher@thompsoncoburn.com
THOMPSON COBURN LLP
10100 Santa Monica Blvd.
Suite 500
Los Angeles, CA 90067
Telephone: (818) 388-0802
Facsimile: (310) 282-2501

3.58. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and

1 such shall have the same force and effect as if each Settlement Class Member executed this
2 Settlement.

3 3.59. Execution by Plaintiffs and Defendants. Plaintiffs and Defendants, by signing this
4 Settlement, are bound by the terms herein.

5 3.60. Binding Agreement. The Parties warrant that they understand and have full
6 authority to enter into this Settlement, and further intend that this Settlement will be fully
7 enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
9 provisions that otherwise might apply under federal or state law.

10 3.61. Counterparts. This Settlement shall become effective upon its execution by all of
11 the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute
12 this Settlement in counterparts, and execution of counterparts shall have the same force and
13 effect as if each had signed the same instrument. Copies of the executed Settlement shall be
14 effective for all purposes as though the signatures contained therein were original signatures.

15 8/27/2021

16 Dated: July __, 2021

17 By:

DocuSigned by:
Soledad Marron
17752A1E94684EC...

18 Soledad Marron

19 Dated: ~~July~~ Aug 20, 2021

20 By:

Renee J Montoya
Renee J Montoya (Aug 20, 2021 15:34 CDT)

21 Renee J. Montoya

22 Dated: ~~July~~ Aug 21, 2021

23 By:

Cindy L. Brakebill
Cindy L. Brakebill (Aug 21, 2021 07:26 PDT)

24 Cindy L. Brakebill

25 Dated: ~~July~~ Aug 20, 2021

26 By:

Jacob R Montoya
Jacob R Montoya (Aug 20, 2021 21:14 CDT)

27 Jacob R. Montoya

1 Dated: 8/31, 2021

By:

Defendant REMO INC.

2
3
4 Dated: 8/31, 2021

By:

Defendant REMO INTERNATIONAL INC.