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14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF RIVERSIDE
17

18 JAVIER PEREZ, an individual, on behalf of
himself and all others similarly situated,

19 Plaintiff,

20 vs.

21 JPI DEVELOPMENT GROUP, INC., a
22 California corporation; and DOES 1 through
50, inclusive,

23 Defendants.
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25
26
27
28

Case No.: RIC2003705

CLASS ACTION

[Assigned for all purposes to the
Hon. Sunshine S. Sykes, Dept.6]

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Action Filed: September 18, 2020
Trial Date: Not Set

1 IT IS HEREBY STIPULATED, by and between Plaintiff Javier Perez (“Plaintiff”),
2 individually and on behalf of all others similarly situated, on the one hand, and Defendant JPI
3 Development Group, Inc. (“Defendant”), on the other hand, and subject to the approval of the
4 Court, that the Action is hereby compromised and settled pursuant to the terms and conditions
5 set forth in this Stipulation and that the Court shall make and enter judgment, subject to the
6 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals,
7 and terms set forth herein which by this reference become an integral part of this Stipulation.

8 DEFINITIONS

9 1. “Action” means the putative class and representative action entitled *Javier Perez*
10 *v. JPI Development Group, Inc., et al.*, in the Superior Court of California, County of Riverside,
11 Case No. RIC2003705.

12 2. “Class Counsel” means Matern Law Group, PC, including, but not limited to,
13 Matthew J. Matern, Matthew W. Gordon, and Vanessa M. Rodriguez.

14 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
15 litigation and resolution of the Action (not to exceed 33 1/3% of the sum of the Maximum
16 Settlement Amount and the Prior Settlement Amount), and Class Counsel’s expenses and costs
17 reasonably incurred in connection with the Action (not to exceed \$15,000.00).

18 4. “Class Information” means information regarding Class Members that Defendant
19 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
20 secured manner to the Settlement Administrator and which the Settlement Administrator shall
21 agree in writing to maintain in a secure manner. Class Information shall be transmitted in
22 electronic form and shall include each Class Member’s: full name; last known address; Social
23 Security number; Qualified Workweeks; Qualified PAGA Workweeks; and Prior Settlement
24 Payment.

25 5. “Class Members” means all hourly paid field persons employed by Defendant in
26 the State of California at any time during the Class Period.

27 6. “Class Notice” means the Notice of Class Action and PAGA Settlement,
28 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and

which the Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation and the Settlement.

7. “Class Period” means the period from September 18, 2016 through June 23, 2021.

8. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and PAGA Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action.

9. “Complaint” means the operative Complaint on file in the Action.

10. “Court” means the Superior Court of California for the County of Riverside.

11. “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo, including Thomas W. Kovacich and Joshua N. Lange.

12. “Defendant” means Defendant JPI Development Group, Inc.

13. “Effective Date” means the latter of: (a) if there are no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.

14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be paid separately from and in addition to the Maximum Settlement Amount.

15. “Exclusion Form” means the form which shall be sent by the Settlement Administrator to each Class Member and by which Class Members may elect to be excluded from the Action and Settlement, substantially in the form attached as **Exhibit 3**.

16. “Final Approval Hearing” means the hearing to be conducted by the Court after

1 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
2 Members giving Class Members an opportunity to request exclusion from the Class and
3 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
4 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
5 Settlement, enter the Final Order and Judgment, and take other appropriate action.

6 17. “Final Order and Judgment” means the order and judgment to be entered by the
7 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
8 Parties and Participating Class Members.

9 18. “Individual Settlement Payment” means the amount payable from the Net
10 Settlement Amount to each Participating Class Member.

11 19. “Information Sheet” means the form that shall be prepared by the Settlement
12 Administrator and sent to each Class Member that sets forth that Class Member’s Qualified
13 Workweeks, Qualified PAGA Workweeks, and estimated Individual Settlement Payment, as
14 well as the estimated PAGA Payment for each PAGA Group Member, substantially in the form
15 attached as **Exhibit 2**.

16 20. “LWDA” means the California Labor and Workforce Development Agency.

17 21. “Maximum Settlement Amount” means the maximum amount Defendant shall
18 have to pay in connection with this Settlement, by way of a common fund, which shall be
19 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
20 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
21 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
22 revert to Defendant. Subject to Court approval and the terms of this Stipulation, the Maximum
23 Settlement Amount Defendant shall be required to pay is Nine Hundred Fifty Thousand Dollars
24 (\$950,000.00). The Employer’s Share of Payroll Taxes shall be paid separately from and in
25 addition to the Maximum Settlement Amount.

26 22. “Net Settlement Amount” means the Maximum Settlement Amount, less the
27 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
28 the Class Representative Service Award.

23. “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice, the Exclusion Form, the Objection Form, and the Information Sheet.

24. “Objection Form” means the form, attached as **Exhibit 4**, which Participating Class Members who object to the terms of the Settlement must submit to the Settlement Administrator by the Response Deadline.

25. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

26. “PAGA Group Members” means all hourly paid field persons employed by Defendant in the State of California at any time during the PAGA Period.

27. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member.

28. “PAGA Period” means the period from July 15, 2019 through June 23, 2021.

29. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Twenty-Five Thousand Dollars (\$25,000.00). Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Six Thousand Two Hundred Fifty Dollars (\$6,250.00) shall be distributed to PAGA Group Members as their PAGA Payment.

30. “Participating Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Exclusion Form.

31. “Parties” means Plaintiff and Defendant.

32. “Plaintiff” means Plaintiff Javier Perez.

33. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation, among other things.

34. “Prior Settlement” means the individual settlement agreements, regarding claims

1 alleged in this Action, that Defendant entered into with approximately 60 Class Members during
2 the pendency of the Action.

3 35. "Prior Settlement Amount" means the gross amount of Thirty Thousand Dollars
4 (\$30,000.00) previously paid by Defendant to Class Members as part of the Prior Settlement.

5 36. "Prior Settlement Payment" means the gross amount a Class Member received
6 from Defendant in connection with the Prior Settlement. The gross Prior Settlement Payment
7 paid to each Participating Class Member, if any, shall be credited toward the Individual
8 Settlement Payment due to each respective Participating Class Member.

9 37. "Qualified Workweeks" means the total number of weeks that a Participating
10 Class Member actually performed work for Defendant as an hourly paid field employee during
11 the Class Period. Qualified Workweeks will be calculated to exclude workweeks in which a
12 Participating Class Member did not perform any work but earned compensation for non-work
13 time such as vacation time, sick time, disability leave, or other medical leave.

14 38. "Qualified PAGA Workweeks" means the total number of weeks during the
15 PAGA Period that PAGA Group Members actually performed work for Defendant as an hourly
16 paid field employee. Qualified PAGA Workweeks will be calculated to exclude workweeks in
17 which PAGA Group Members did not perform any work but earned compensation for non-work
18 time such as vacation time, sick time, disability leave, or other medical leave.

19 39. "Released PAGA Claims" means all claims for civil penalties that could have
20 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing
21 letter to the LWDA; Plaintiff does not release any aggrieved employee's claim for wages or
22 damages.

23 40. "Released Claims" with respect to the Participating Class Members (other than
24 Plaintiff) means all claims stated in the Complaint and those based solely upon the facts alleged
25 in the Complaint and arising at any time during the Class Period, including claims for (1)
26 Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3)
27 Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage, Including Prevailing
28 Wage; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to

1 Maintain Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to
2 Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9)
3 Unfair and Unlawful Business Practices.

4 41. “Released Claims,” with respect to Plaintiff only, means any and all claims,
5 demands, rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to
6 or arising from his employment with Defendant during the Class Period, including but not
7 limited to: any and all wage-and-hour claims arising under the laws of the State of California,
8 including, without limitation, statutory, constitutional, contractual, and/or common law claims
9 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated
10 damages, and/or punitive damages; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981;
11 the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973;
12 the Family and Medical Leave Act; the Employee Retirement Income Security Act; the
13 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); any state, civil, or
14 statutory laws, including any and all human rights laws and laws against discrimination; any
15 other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort
16 law cause of action. Plaintiff expressly waives the protections of California Civil Code section
17 1542, which reads as follows:

18 “A general release does not extend to claims that the creditor or releasing party does not
19 know or suspect to exist in his or her favor at the time of executing the release and that,
20 if known by him or her, would have materially affected his or her settlement with the
21 debtor or released party.”

22 The Parties acknowledge that Plaintiff has also filed an individual action against Defendant for
23 its alleged violations of the California Fair Employment and Housing Act (“FEHA”) and agree
24 that the Released Claims with respect to Plaintiff do not apply to the claims asserted by Plaintiff
25 in his individual action entitled *Javier Perez v. JPI Development Group, Inc., et al.*, Riverside
26 County Superior Court Case No. CVSW2001039 (the “FEHA Action”). The Parties further
27 agree that, with the exception of those claims asserted in the FEHA Action, the Released Claims
28 with respect to Plaintiff apply to all claims that Plaintiff has against the Released Parties,

whether known or unknown.

42. “Released Parties” means Defendant JPI Development Group, Inc. and its officers, directors, employees, and agents.

43. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Notice Packet to Class Members and the last date on which Class Members may submit an Exclusion Form or Objection Form.

44. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

45. “Settlement Administration Costs” means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Maximum Settlement Amount, not to exceed Ten Thousand Dollars (\$10,000.00), including, but not limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Payments, the PAGA Settlement Amount, Class Representative Service Award, and Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (viii) providing weekly updates to Class Counsel and Defense Counsel regarding the administration of the Settlement; (ix) mailing a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing; and (x) posting the Judgment on the Settlement Administrator’s website.

46. “Settlement Administrator” means ILYM Group, Inc.

47. “Total Qualified Workweeks” means the total number of Qualified Workweeks worked by all Participating Class Members for Defendant during the Class Period.

48. “Total Qualified PAGA Workweeks” means the total number of Qualified PAGA Workweeks worked by all PAGA Group Members for Defendant during the PAGA Period.

RECITALS

49. Procedural History. Pursuant to Labor Code § 2699.3, on July 10, 2020, Plaintiff Javier Perez provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code and applicable IWC Wage Order Plaintiff alleges Defendant violated. On September 18, 2020, Plaintiff filed a class and representative action in Riverside County Superior Court, entitled *Javier Perez v. JPI Development Group, Inc., et al.*, Case No. RIC2003705. Plaintiff’s complaint alleged ten causes of action for: failure to provide required meal periods, failure to provide required rest periods, failure to pay overtime, failure to pay minimum wages, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate, itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, unfair and unlawful business practices, and penalties under PAGA.

50. Shortly thereafter, Defendant entered into individual settlement agreements with approximately 60 Class Members regarding their claims in the Action.

51. On April 14, 2021, Plaintiff and Defendant participated in a private mediation with Honorable Peter D. Lichtman (Ret.), but were unable to reach a settlement. Shortly thereafter, Judge Lichtman made a mediator’s proposal, which was accepted by the Parties on June 23, 2021, subject to the Parties entering into a more comprehensive written settlement agreement.

52. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both

generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable, and is in the best interests of all Class Members.

53. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in the Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

54. Binding Settlement. This Settlement shall bind the Parties, all Participating Class Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and the occurrence of the Effective Date.

55. Tax Liability. The Parties make no representations as to the tax treatment or

1 legal effect of the payments specified herein, and Class Members are not relying on any
2 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
3 Participating Class Members understand and agree that they shall be responsible for the
4 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
5 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
6 resulting from treatment of such payments as non-taxable, including the treatment of such
7 payments as not subject to withholding or deduction for payroll and employment taxes.

8 56. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
9 provision of this Stipulation, and no written communication or disclosure between or among the
10 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall
11 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
12 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
13 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
14 independent legal and tax counsel for advice (including tax advice) in connection with this
15 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any
16 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
17 communication or disclosure by any attorney or advisor to any other party to avoid any tax
18 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
19 other party has imposed any limitation that protects the confidentiality of any such attorney's or
20 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
21 by the acknowledging party of the tax treatment or tax structure of any transaction, including
22 any transaction contemplated by this Stipulation.

23 57. Preliminary Approval of Settlement. After this Stipulation is fully executed,
24 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally
25 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
26 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
27 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
28 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that

1 the conditional certification of the Class is for settlement purposes only and is in no way an
2 admission by Defendant in the Action or in any other proceeding that class certification is
3 proper.

4 58. Release by Plaintiff and Other Participating Class Members: Upon the
5 Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant,
6 Plaintiff and all other Participating Class Members shall be deemed to have released their
7 respective Released Claims against the Released Parties.

8 "Released Parties" means Defendant JPI Development Group, Inc. and its officers,
9 directors, employees, and agents.

10 "Released Claims" with respect to the Participating Class Members (other than Plaintiff)
11 means all claims stated in the Complaint and those based solely upon the facts alleged in the
12 Complaint and arising at any time during the Class Period, including claims for (1) Failure to
13 Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to
14 Provide Overtime Wages; (4) Failure to Pay Minimum Wage, Including Prevailing Wage; (5)
15 Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain
16 Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to
17 Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9)
18 Unfair and Unlawful Business Practices.

19 "Released Claims," with respect to Plaintiff only, means any and all claims, demands,
20 rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to or arising
21 from his employment with Defendant during the Class Period, including but not limited to: any
22 and all wage-and-hour claims arising under the laws of the State of California, including,
23 without limitation, statutory, constitutional, contractual, and/or common law claims for wages,
24 damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages,
25 and/or punitive damages; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the
26 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the
27 Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
28 Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); any state, civil, or statutory

1 laws, including any and all human rights laws and laws against discrimination; any other
2 federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law
3 cause of action. Plaintiff expressly waives the protections of California Civil Code section
4 1542, which reads as follows:

5 “A general release does not extend to claims that the creditor or releasing party does not
6 know or suspect to exist in his or her favor at the time of executing the release and that,
7 if known by him or her, would have materially affected his or her settlement with the
8 debtor or released party.”

9 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
10 complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges
11 that this Settlement is intended to include in its effect, without limitation, all Released Claims
12 which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof,
13 and that the Settlement contemplates the extinguishment of all such Released Claims, with the
14 exception of Plaintiff’s claims in the FEHA Action.

15 59. Release of PAGA Claims. Upon the Settlement Administrator’s receipt of the
16 total Maximum Settlement Amount from Defendant, Plaintiff and the State of California shall
17 be deemed to have released their respective Released PAGA Claims against the Released
18 Parties.

19 60. Settlement Administration.

20 a. Within fifteen (15) days of entry of the Preliminary Approval Order,
21 Defendant shall provide the Settlement Administrator with the Class Information for purposes
22 of mailing the Notice Packets to Class Members.

23 i. Notice by First Class U.S. Mail. Upon receipt of the Class
24 Information, the Settlement Administrator shall perform a search based on the National Change
25 of Address Database maintained by the United States Postal Service to update and correct any
26 known or identifiable address changes. Within fifteen (15) days after receiving the Class
27 Information from Defendant as provided herein, the Settlement Administrator shall mail copies
28 of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement

1 Administrator shall exercise its best judgment to determine the current mailing address for each
2 Class Member. The address identified by the Settlement Administrator as the current mailing
3 address shall be presumed to be the most current mailing address for each Class Member. The
4 Parties agree that this procedure for notice provides the best practical notice to Class Members
5 and fully complies with due process.

6 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
7 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
8 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
9 Settlement Administrator shall promptly attempt to determine a correct address by the use of
10 skip-tracing, or other type of automated search, using the name, address and/or Social Security
11 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
12 whose Notice Packet was returned as non-delivered, assuming another mailing address is
13 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
14 Packet shall have their Response Deadline extended by fifteen (15) days from the date the
15 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to
16 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
17 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
18 remain a Participating Class Member and shall be bound by all terms of the Settlement and the
19 Order and Final Judgment.

20 iii. Determination of Individual Settlement Payments. The
21 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
22 Settlement Payment under the terms of this Stipulation. If a Participating Class Member
23 disputes any aspect of his or her Individual Settlement Payment or number of Qualified
24 Workweeks, that Participating Class Member may submit supporting evidence to the Settlement
25 Administrator as explained in the Information Sheet. Defendant's records regarding the number
26 of Qualified Workweeks will be presumed correct, unless the Participating Class Member
27 provides documentation to the Settlement Administrator that establishes otherwise. The
28 Settlement Administrator will evaluate the evidence submitted by the Participating Class

1 Member and will make the final decision as to the number of Qualified Workweeks that should
2 be applied and/or the Individual Settlement Payment to which the Participating Class Member
3 may be entitled. The Settlement Administrator's determination of the eligibility for and amount
4 of each Individual Settlement Payment shall be binding upon the Class Member and the Parties,
5 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
6 or gross negligence, Defendant's records shall be given the presumption of accuracy. If the
7 Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate
8 decision with respect to the Participating Class Member's number of Qualified Workweeks and
9 Individual Settlement Payment.

10 iv. Determination of PAGA Payments. The Settlement Administrator
11 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
12 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
13 number of Qualified PAGA Workweeks, that PAGA Group Member may submit supporting
14 evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement
15 Administrator will evaluate the evidence submitted by the PAGA Group Member and will make
16 the final decision as to the number of Qualified PAGA Workweeks that should be applied
17 and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement
18 Administrator's determination of the eligibility for and amount of each PAGA Payment shall be
19 binding upon the PAGA Group Members and the Parties, yet subject to review by Class
20 Counsel, Defense Counsel, and the Court. In the absence of fraud or gross negligence,
21 Defendant's records shall be given the presumption of accuracy. If the Settlement
22 Administrator is unable to resolve the dispute, the Court may make an ultimate decision with
23 respect to the PAGA Group Member's number of Qualified PAGA Workweeks and PAGA
24 Payment.

25 v. Disputes Regarding Administration of Settlement. Any dispute
26 not resolved by the Settlement Administrator concerning the administration of the Settlement
27 shall be resolved by the Court.

28 b. Exclusions. The Class Notice shall explain that Class Members who wish

1 to exclude themselves from the Class and Settlement must submit an Exclusion Form to the
2 Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the
3 name and address of the person requesting exclusion; (2) must be signed by the Class Member;
4 and (3) must be postmarked by the Response Deadline and returned to the Settlement
5 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel
6 and the Court, the date of the postmark on the return mailing envelope on the Exclusion Form
7 shall be the exclusive means used by the Settlement Administrator to determine whether a Class
8 Member has timely requested exclusion from the Settlement. Any Class Member who timely
9 and properly requests to be excluded from the Settlement shall not be entitled to any benefits
10 under the Settlement and shall not be bound by the terms of the Settlement, nor shall the Class
11 Member have any right to object to the Settlement or appeal from the entry of the Final Order
12 and Judgment. Unless otherwise ordered by the Court, Class Members who do not submit a
13 valid and timely Exclusion Form on or before the Response Deadline shall be bound by all
14 terms of the Settlement and the Final Order and Judgment entered in this Action if the
15 Settlement is finally approved by the Court. No later than ten (10) days after the Response
16 Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list
17 of all Class Members who submitted a timely and valid Exclusion Form. The Settlement
18 Administrator shall authenticate all Exclusion Forms it receives as attachments to a declaration
19 submitted concurrently with Plaintiff's motion for final approval of the Settlement. A Class
20 Member who is also a PAGA Group Member and requests exclusion from the Settlement will
21 still be entitled to a PAGA Payment.

22 c. Defendant's Right to Void Settlement. If more than ten percent (10%) of
23 Class Members timely submit an Exclusion Form, Defendant shall have the exclusive right to
24 void this Settlement. Defendant shall make its election prior to the date of the Final Approval
25 Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class
26 certification shall be considered void, and neither the Settlement, conditional class certification,
27 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
28 shall stand in the same position, without prejudice, as if this Stipulation had been neither entered

1 into nor filed with the Court, and any and all monies paid by Defendant shall be returned to
2 Defendant with the exception the Settlement Administration Costs. Any Settlement
3 Administration Costs already incurred by the Settlement Administrator shall be paid by
4 Defendant to the Settlement Administrator.

5 d. Objections. The Class Notice shall state that Participating Class
6 Members who wish to object to the Settlement shall submit to the Settlement Administrator an
7 Objection Form by the Response Deadline. The Objection Form must (1) state the full name of
8 the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;
9 and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator
10 at the specified address. Subject to review by Class Counsel, Defense Counsel, and the Court,
11 the date of the postmark on the return mailing envelope on the Objection Form shall be the
12 exclusive means used by the Settlement Administrator to determine whether a Class Member
13 has timely objected to the Settlement. Class Counsel shall ensure that all Objection Forms
14 submitted to the Settlement Administration will be filed concurrently with the final approval
15 papers. Participating Class Members may also appear at the Final Approval Hearing to object to
16 the Settlement, whether or not they have objected in writing or notified the Parties that they
17 intend to appear. If a Class Member does not submit an Objection Form or appear in person to
18 object, either personally or through counsel, such objection shall be deemed waived, unless
19 otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense
20 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a
21 Notice of Objection or appeal from the Final Order and Judgment.

22 e. Monitoring and Reviewing Settlement Administration. The Parties have
23 the right to monitor and review the administration of the Settlement to verify that the monies
24 allocated under the Settlement are distributed in a correct amount, as provided for in this
25 Stipulation.

26 f. Best Efforts. The Parties agree to use their best efforts to carry out the
27 terms of this Settlement.

28 61. Funding and Allocation of Maximum Settlement Amount. Class Members shall

not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant. The Maximum Settlement Amount shall be paid by Defendant to the Settlement Administrator within 15 days after the Effective Date. Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not occur, then no Maximum Settlement Amount shall be paid.

a. Individual Settlement Payments. Individual Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing address within fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. Individual Settlement Payments shall be allocated as follows: 20% as wages subject to all applicable tax withholdings, 60% as non-wage penalties not subject to payroll tax withholdings, and 20% as non-wage interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of the Individual Settlement Payment allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion of the Individual Settlement Payment allocated as non-wage penalties and interest and not subject to payroll tax withholdings.

i. Each Participating Class Member's Individual Settlement Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified Workweeks; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the Total Qualified Workweeks and then (2) multiply each Participating Class Member's number of Qualified Workweeks by the result in (1) to obtain the amount of each Participating

1 Class Member's Individual Settlement Payment. The Individual Settlement Payment will be
2 reduced by any required legal deductions for each Participating Class Member. The Individual
3 Settlement Payment will also be reduced by any Prior Settlement Payment previously received
4 by a Participating Class Member.

5 ii. Individual Settlement Payments shall be made by check and shall
6 be made payable to each Participating Class Member as set forth in this Stipulation.

7 iii. The back of each check issued to Participating Class Members
8 shall state as follows: "My signature hereon constitutes my declaration, under penalty of
9 perjury, that I am the individual to whom this check was made payable and serves as my full
10 and complete release of all 'Released Claims' as described more fully in the Stipulation and the
11 Notice of Class Action and PAGA Settlement."

12 iv. If an Individual Settlement Payment check remains uncashed after
13 Sixty (60) days from the date of mailing, the Settlement Administrator shall mail a reminder
14 postcard to the Participating Class Member. If an Individual Settlement Payment check remains
15 uncashed after One Hundred Eighty (180) days from the date of mailing, the Settlement
16 Administrator shall void the check and the funds from the voided check shall be distributed on a
17 *pro rata* basis by the Settlement Administrator to Participating Class Members who cashed their
18 Individual Settlement Payment within One Hundred Eighty (180) days from the date of mailing.
19 In such event, the Participating Class Member who did not cash his or her Individual Settlement
20 Payment within One Hundred Eighty (180) days from the date of mailing shall nevertheless
21 remain bound by the Settlement. If an Individual Settlement Payment check remains uncashed
22 after the second distribution, the Settlement Administrator shall void the check and the funds
23 from the voided check shall be distributed by the Settlement Administrator to the California
24 State Controller's Office Unclaimed Property Fund in the name of the Participating Class
25 Member.

26 b. PAGA Payments. PAGA Payments shall be paid by the Settlement
27 Administrator from the Maximum Settlement Amount. Eighteen Thousand Seven Hundred
28 Fifty Dollars (\$18,750.00) shall be paid by the Settlement Administrator directly to the LWDA

1 within fourteen (14) days after Defendant provides the Settlement Administrator with the total
2 Maximum Settlement Amount. PAGA Group Members' PAGA Payments shall be paid by the
3 Settlement Administrator pursuant to the formula set forth herein. PAGA Payments shall be
4 mailed by the Settlement Administrator by regular First Class U.S. Mail to each PAGA Group
5 Member's last known mailing address within fourteen (14) days after Defendant provides the
6 Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments shall
7 be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement
8 Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA
9 Payment.

10 i. Each PAGA Group Member's PAGA Payment shall be calculated
11 solely by the Settlement Administrator according to the following formula: Defendant shall
12 provide the Settlement Administrator with the Total Qualified PAGA Workweeks; the
13 Settlement Administrator shall then (1) divide Six Thousand Two Hundred Fifty Dollars
14 (\$6,250.00) by the Total Qualified PAGA Workweeks and then (2) multiply each PAGA Group
15 Member's number of Qualified PAGA Workweeks by the result in (1) to obtain the amount of
16 each PAGA Group Member's PAGA Payment.

17 ii. PAGA Payments shall be made by check and shall be made
18 payable to each PAGA Group Member as set forth in this Stipulation.

19 v. If a PAGA Group Member's PAGA Payment check remains
20 uncashed after Sixty (60) days from the date of mailing, the Settlement Administrator shall mail
21 a reminder postcard to the PAGA Group Member. If a PAGA Group Member's PAGA
22 Payment check remains uncashed after One Hundred Eighty (180) days from the date of
23 mailing, the Settlement Administrator shall void the check and the funds from the voided check
24 shall be distributed by the Settlement Administrator to PAGA Group Members who cashed their
25 PAGA Payment within One Hundred Eighty (180) days from the date of mailing. In such event,
26 the PAGA Group Member who did not cash his or her PAGA Payment check within One
27 Hundred Eighty (180) days from the date of mailing shall nevertheless remain bound by the
28 Settlement as set forth in this Stipulation. If a PAGA Payment check remains uncashed after the

second distribution, the Settlement Administrator shall void the check and the funds from the voided check shall be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in the name of the PAGA Group Member.

iii. Individual Settlement Payments and PAGA Payments shall be issued to Participating Class Members in one check.

c. Individual Settlement Payments Do Not Trigger Employment Relationship or Additional Benefits. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies actually are received by the Participating Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments shall not entitle any Participating Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by Defendant to Participating Class Members in connection with this Settlement, with the exception of Plaintiff and PAGA Group Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any collective bargaining agreement or in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

d. Class Representative Service Award. Subject to Court approval, Plaintiff shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing and prosecuting the Action and for releasing his Released Claims. Defendant agrees not to oppose or object to this request if it complies with the terms of this Stipulation. The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount

no later than fourteen (14) days after Defendant provide the Settlement Administrator with the total Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff for his respective Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Payment and PAGA Payment. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments.

e. Class Counsel Award. Subject to Court approval, Class Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of the sum of the Maximum Settlement Amount and the Prior Settlement Amount, which amounts to Three Hundred Twenty Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$326,666.67). In addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Class Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award approved by the Court. Defendant shall not oppose or object to Class Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation. In the event the Court awards Class Counsel less than Three Hundred Twenty Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$326,666.67) in attorneys' fees and/or less than Fifteen Thousand Dollars (\$15,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. Class Counsel shall be paid any Court-approved attorneys' fees and costs no later than fourteen (14) days after Defendant provide the Settlement Administrator with the total Maximum Settlement Amount.

Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

f. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are estimated not to exceed Ten Thousand Dollars (\$10,000.00). Any portion of the estimated or designated Settlement Administration Costs that are not in fact required to fulfill the total settlement administration costs shall become part of the Net Settlement Amount. Prior to Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

iii. The Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount.

62. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final approval of the Settlement, including determining the amounts

properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within ten (10) calendar days of entry of the Final Order and Judgment.

63. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendant or any of the other Released Parties. Any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by Defendant. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Order and Judgment, or any other appellate review, shall be paid by Defendant to the Settlement Administrator.

64. No Admission by Defendant. Defendant denies all claims alleged in the Action and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the

1 certification of the proposed class for settlement purposes only. As part of this Settlement,
2 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
3 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
4 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
5 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
6 than according to the terms of this Stipulation.

7 65. Exhibits and Headings. The terms of this Stipulation include the terms set forth
8 in any attached Exhibits, which are incorporated by this reference as though fully set forth
9 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive
10 headings of any paragraphs or sections of this Stipulation are inserted for convenience of
11 reference only.

12 66. Interim Stay of Action. The Parties agree to stay and to request that the Court
13 stay all proceedings in the Action, except such proceedings necessary to implement and
14 complete the Settlement and enter the Final Order and Judgment. In the event that the
15 Settlement does not become final and/or the Effective Date does not occur for any reason, the
16 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
17 on June 23, 2021 through the date on which the interim stay of proceedings is lifted shall not be
18 included in computing the five-year period specified in Code of Civil Procedure § 583.310 for
19 each of the Action.

20 67. Amendment or Modification. This Stipulation may be amended or modified only
21 by a written instrument signed by counsel for all Parties or their successors-in-interest.

22 68. Entire Agreement. This Stipulation and any attached Exhibits constitute the
23 entire agreement between the Parties, and no oral or written representations, warranties, or
24 inducements have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits
25 other than the representations, warranties, and covenants contained and memorialized in this
26 Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may
27 be deemed binding on the Parties.

28 69. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense

Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. The person signing this Stipulation on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Stipulation and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

70. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

71. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

72. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

73. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

74. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this

1 Stipulation and all orders and judgments entered in connection therewith.

2 75. Invalidity of Any Provision. Before declaring any term or provision of this
3 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
4 provisions valid to the fullest extent possible consistent with applicable precedents so as to
5 define all provisions of this Stipulation as valid and enforceable.

6 76. Binding Nature of Notice of Class Action Settlement. It is agreed that because
7 the Class Members are so numerous, it is impossible or impractical to have each Class Member
8 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
9 of the Settlement, and the release of Released Claims and shall have the same force and effect as
10 if this Stipulation were executed by each Participating Class Member.

11 77. Confidentiality. Plaintiff and Class Counsel agree to keep the facts and terms of
12 this Settlement confidential until the Preliminary Approval Order is sought from the Court, to
13 the fullest extent possible.

14 **Signatures on Next Page.**

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Dated: Aug 13, 2021, 2021


Javier Cruz Perez (Aug 13, 2021 12:21 PDT)
Plaintiff Javier Perez

Dated: _____, 2021

Defendant JPI Development Group, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2021

Matern Law Group, PC

By: _____
MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiff JAVIER PEREZ

Dated: _____, 2021

Atkinson, Andelson, Loya, Ruud & Romo

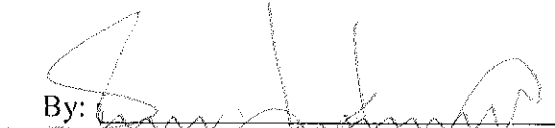
By: _____
Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
JPI DEVELOPMENT GROUP, INC.

1 Dated: _____, 2021

Plaintiff Javier Perez

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4 Dated: August 16, 2021

Defendant JPI Development Group, Inc.

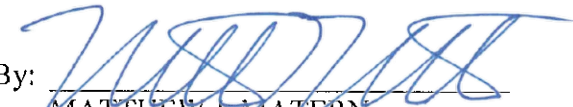
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7 By: 

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9 Title: President

10 APPROVED AS TO FORM:

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12 Dated: August 16, 2021

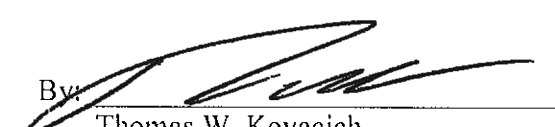
Matern Law Group, PC

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15 By: 

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiff JAVIER PEREZ

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20 Dated: _____, 2021

Atkinson, Andelson, Loya, Ruud & Romo

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22 By: 

Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
JPI DEVELOPMENT GROUP, INC.

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE

PEREZ V. JPI DEVELOPMENT GROUP, INC., ET AL., CASE NO. RIC2003705

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY JPI DEVELOPMENT GROUP, INC. AS AN HOURLY PAID FIELD EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING SEPTEMBER 18, 2016 AND ENDING ON JUNE 23, 2021 YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Javier Perez (“Plaintiff”), on behalf of himself and the below-defined Class Members, and Defendant JPI Development Group, Inc. (“Defendant”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendant (1) failed to pay all minimum and overtime compensation due, including prevailing wage; (2) failed to provide required rest breaks; (3) failed to provide required meal breaks; (4) failed to indemnify employees for all expenditures incurred in the discharge of duties; (5) failed to furnish accurate itemized wage statements; (6) failed to maintain required records; (7) failed to pay all wages due to discharged and quitting employees; and (8) engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendant. Defendant denies all of Plaintiff’s claims, and maintains that it has complied with all applicable laws. Specifically, Defendant contends that it correctly compensated Plaintiff, Class Members, and aggrieved employees; provided Plaintiff, Class Members and aggrieved employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; reimbursed Plaintiff, Class Members and aggrieved employees for all business expenses; provided Plaintiff, Class Members and aggrieved employees with compliant wage statements; maintained all required records for Plaintiff, Class Members and aggrieved employees; and timely paid Plaintiff, Class Members, and aggrieved employees all wages owing at the time of termination. Defendant has entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the weeks you performed work for Defendant in California as an hourly paid field employee during the period from September 18, 2016 to June 23, 2021 as well as PAGA Payments based on the weeks you performed work for Defendant in California as an hourly paid field employee during the period from July 15, 2019 to June 23, 2021.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

	will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on September 18, 2016 and ending on June 23, 2021 . If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on September 18, 2016 and ending on June 23, 2021 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself.

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Riverside (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as hourly paid field employees (“Class Members”) during the period beginning on September 18, 2016 and ending on **June 23, 2021** (the “Class Period”). According to Defendant’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

The Action is known as *Javier Perez v. JPI Development Group, Inc., et al.*, Case No. RIC2003705 and is pending in the Superior Court of California for the County of Riverside (the “Action”). Javier Perez is the Plaintiff, and the company he sued, JPI Development Group, Inc., is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former hourly paid field employee of Defendant. He alleges that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages, overtime wages, and prevailing wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failed to reimburse necessary business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, unpaid reimbursements, interest, and statutory and civil penalties. Defendant denies that it engaged in any wrongful conduct or that they violated the law in any way, and believes that Plaintiff and the Class Members were properly compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Javier Perez) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **insert date**, the Honorable Sunshine S. Sykes issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from September 18, 2016 through June 23, 2021 as an hourly paid field employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from July 15, 2019 through June 23, 2021 as an hourly paid field employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and denies that it has violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$326,666.67, or one-third of the Maximum Settlement Amount and the Prior Settlement Amount), attorneys' litigation costs (not to exceed \$15,000.00), a Class Representative Service Award to Plaintiff for his services (not to exceed \$5,000.00), the PAGA Settlement Amount (i.e., a payment of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Six Thousand Two Hundred Fifty Dollars (\$6,250.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, ILYM Group, Inc. (estimated not to exceed \$10,000.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of weeks that each Participating Class Member performed work for Defendant as an hourly paid field employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Workweeks for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Workweeks} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement. A Class Member's Individual Settlement Payment will also be reduced by any Prior Settlement Payment received by that Class Member. "Prior Settlement Payment" means the gross amount a Class Member received from Defendant in connection with the Prior Settlement. "Prior Settlement" means the individual settlement agreements, regarding claims alleged in this Action, that Defendant entered into with approximately 60 Class Members during the pendency of the Action, for a total Prior Settlement Amount of Thirty Thousand Dollars (\$30,000.00).

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 20% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099, and 60% shall be reported as penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as an hourly paid field employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Twenty-Five Thousand Dollars (\$25,000.00). Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Six Thousand Two Hundred Fifty Dollars (\$6,250.00) shall be distributed to PAGA Group Members as their PAGA Payment. The "PAGA Period" is the period of time from July 15, 2019 through June 23, 2021. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Workweeks; the Settlement Administrator shall then (1) divide Six Thousand Two Hundred Fifty Dollars (\$6,250.00) by the Total Qualified PAGA Workweeks and then (2) multiply each PAGA Group Member's number of Qualified PAGA Workweeks by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Workweeks" means the total number of weeks during the PAGA Period that PAGA Group Members performed work for Defendant as an hourly paid field employee.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Workweeks, that Participating Class Member or PAGA Group Member may submit supporting evidence to the Settlement Administrator. Defendant's records will be presumed determinative.

Once the Settlement becomes final, Plaintiff's Class Representative Service Award, the payment to Class Counsel for their awarded attorneys' fees and costs, the Individual Settlement Payments to Participating Class Members, and the PAGA Payments will be made within 14 calendar days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. The Maximum Settlement Amount shall be paid by Defendant to the Settlement Administrator within 15 days after the Effective Date. The "Effective Date" means the latter of: (a) if there are no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the Judgment, the date upon which all

appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect substantially in the form described in the Settlement.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 10 below) will release Defendant and its officers, directors, employees, and agents (collectively, the "Released Parties") from all claims stated in the Complaint and those based solely upon the facts alleged in the Complaint and arising at any time during the Class Period, including claims for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage, Including Prevailing Wage; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices (the "Released Claims").

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

9. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed on a *pro rata* basis by the Settlement Administrator to Participating Class Members and PAGA Group Members who cashed their checks within 180 days from the date of mailing. If your check remains uncashed after the second distribution, it shall be voided and

the funds from the voided check shall be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

11. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

MATERN LAW GROUP, PC
Matthew J. Matern
Matthew W. Gordon
Vanessa M. Rodriguez
1230 Rosecrans Avenue
Suite 200
Manhattan Beach, CA 90266
Phone: (310) 531-1900
Facsimile: (310) 531-1901

14. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay attorneys' fees in an amount not to exceed one-third (33 1/3%) of the sum of the Maximum Settlement Amount and the Prior Settlement Amount, which amounts to Three Hundred Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$326,666.67) plus actual litigation costs and expenses (not to exceed \$15,000.00) to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agree to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff as a Class Representative Service Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Ten Thousand Dollars (\$10,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department 6 at the Superior Court of California for the County of Riverside, located at **4050 Main Street, Riverside, California 92501**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection.

19. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Matthew J. Matern in Support of Plaintiff Javier Perez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department 6 of the Riverside Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The case file may be viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]
[insert info]

Please do not contact the Court for more information about the Settlement.

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

EXHIBIT 2

INFORMATION SHEET

Superior Court of the State of California, County of Riverside *Perez v. JPI Development Group, Inc., et al.*, Case No. RIC2003705

Calculation of Individual Settlement Payments: Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount, based upon the number of weeks that he or she actually performed work for Defendant JPI Development Group, Inc. as an hourly paid field employee in California during the period from September 18, 2016 through June 23, 2021 (“Qualified Workweeks”). Individual Settlement Payments will be calculated as follows:

Defendant JPI Development Group, Inc. (“Defendant”) will provide the Settlement Administrator with the total number of Qualified Workweeks worked by all Participating Class Members (“Total Qualified Workweeks”). Then, the Settlement Administrator will (1) divide the Net Settlement Amount by the Total Qualified Workweeks, resulting in a value for each workweek worked by Participating Class Members, and then (2) multiply each Participating Class Member’s number of Qualified Workweeks by the result in (1) to obtain the estimated amount of the Participating Class Member’s Individual Settlement Payment.

Class Members’ Individual Settlement Payments will be reduced by any Prior Settlement Payment received by that Class Member. Prior Settlement Payment means the gross amount a Class Member received from Defendant in connection with the Prior Settlement. Prior Settlement means the individual settlement agreements, regarding claims alleged in this Action, that Defendant entered into with approximately 60 Class Members during the pendency of the Action.

Calculation of PAGA Payments: Each Class Member who was employed by Defendant as an hourly paid field employee during the period from July 15, 2019 to the present (“PAGA Group Members”), will also receive a PAGA Payment, based upon the number of weeks that he or she actually performed work for Defendant as an hourly paid field employee in California during the period from July 15, 2019 to the present (“Qualified PAGA Workweeks”). PAGA Payments will be calculated as follows:

Defendant will provide the Settlement Administrator with the total number of Qualified PAGA Workweeks worked by all PAGA Group Members (“Total Qualified PAGA Workweeks”). Then, the Settlement Administrator will (1) divide Six Thousand Two Hundred Fifty Dollars (\$6,250.00) by the Total Qualified PAGA Workweeks, resulting in a value for each workweek worked by PAGA Group Members, and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Workweeks by the result in (1) to obtain the estimated amount of the PAGA Group Member’s PAGA Payment.

Please note that your Individual Settlement Payment and PAGA Payment will be issued in one check.

Your Workweeks and Estimated Payment:

According to Defendant’s records, you worked <<Workweeks>> Workweeks during the Class Period and <<Workweeks>> Workweeks during the PAGA Period.

According to Defendant’s records, you received <<Prior Settlement Payment>> as part of the Prior Settlement.

Based on your number of Workweeks, your estimated Individual Settlement Payment is <<EstSettPayment>> and your estimated PAGA Payment is <<EstSettPayment>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you wish to dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks attributed to you as listed above, you must mail a letter to the Settlement Administrator stating the reasons why you dispute your number of Qualified Workweeks and/or Qualified PAGA Workweeks and provide any supporting documentation that you have (e.g., paystubs). Your letter should also include the estimated number of weeks that you claim to have performed work for Defendant as an hourly paid field employee in California during the time period from September 18, 2016 to June 23, 2021 and during the time period from July 15, 2019 to June 23, 2021.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than **[Response Deadline]**.

[Administrator] [Address] [City, State Zip]
--

Defendant's records regarding the number of Qualified Workweeks and number of Qualified PAGA Workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Qualified Workweeks and Qualified PAGA Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

EXHIBIT 3

EXCLUSION FORM

Superior Court of the State of California, County of Riverside
Perez v. JPI Development Group, Inc., et al., Case No. RIC2003705

If you want to receive an Individual Settlement Payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Group Member; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims which are asserted in the Action that you have against JPI Development Group, Inc. (“Defendant”) by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline].**

[Administrator] Address] [City, State Zip]

Request for Exclusion

I hereby certify that I am or was employed by Defendant as an hourly paid field employee in California for some period of time during the Class Period of September 18, 2016 through June 23, 2021.

I have received the Notice of Class Action and PAGA Settlement (“Notice”) in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Exclusion Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Group Member, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

EXHIBIT 4

Perez v. JPI Development Group, Inc., et al.
Riverside Superior Court Case No. RIC2003705

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE [REDACTED].

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Perez v. JPI Development, Group Inc., et al.* Settlement on the following grounds:

(Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than [REDACTED]. Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator] Re: <i>Perez v. JPI Development Group,</i> <i>Inc., et al.</i> [Address]
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[City, State, Zip]

[Telephone Number; Fax Number]