

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

RAMON CORDOVA, individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiff,
VS.

RAMKO INJECTION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVSW2001409

Assigned for All Purposes To:
Judge: Sunshine Sykes
Dept: 6

STIPULATION AND SETTLEMENT OF CLASS ACTION CLAIMS

Complaint Filed: November 24, 2020
Trial Date: None Set

STIPULATION AND SETTLEMENT OF CLASS ACTION CLAIMS

1 JUSTICE LAW CORPORATION
2 Douglas Han, State Bar No. 232858
3 dhan@justicelawcorp.com
4 Shunt Tatavos-Gharajeh, State Bar No. 272164
5 statavos@justicelawcorp.com
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

6 Attorneys for Plaintiff
RAMON CORDOVA

7 SCOTT & WHITEHEAD
8 Anita York, State Bar No. 185214
9 anita@employerlaw.com
10 Nancy Rader Whitehead, State Bar No. 107332
11 nwhitehead@employerlaw.com
12 4675 MacArthur Court, Suite 1240
Newport Beach, California 92660
Telephone: (949) 222-0166
Facsimile: (949) 222-0113

13 Attorneys for Defendant
RAMKO INJECTION, INC.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Stipulation and Settlement of Class Action Claims (“Agreement”) is made by and
2 between Plaintiff Ramon Cordova (“Cordova” and/or “Plaintiff”), individually, on behalf of others
3 similarly situated, and on behalf of aggrieved employees, on the one hand, and Defendant Ramko
4 Injection, Inc. (“Ramko” and/or “Defendant Ramko”) and Real Time Staffing Services, LLC dba
5 ResourceMFG and/or Select Staffing (“Select Staffing”) (collectively Ramko and Select Staffing
6 shall be referred to as “Defendants”), on the other hand, after Plaintiff and Defendants engaged in
7 informal discovery, participated in a full day of mediation, and negotiated this Agreement at arm’s-
8 length. Plaintiff and Defendants are referred to in this Agreement collectively as the “Parties,” or
9 individually as a “Party.” Capitalized terms used herein shall have the meanings set forth in Article
10 I or as defined elsewhere in this Agreement.

11 For the consideration set forth herein, including, but not limited to, a release of claims by the
12 Participating Class Members and a general release of claims by Plaintiff, Defendants agree to pay a
13 settlement amount of One Million Dollars (\$1,000,000) (“Gross Settlement Amount”).

14 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to
15 the approval of the Court pursuant to the California Rules of Court, that the Settlement of the Action
16 shall be effectuated subject to the following terms and conditions.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Action” means the PAGA complaint filed by Plaintiff Cordova against Ramko in the
22 Riverside County Superior Court on November 24, 2020, Case No. CVSW2001409, seeking civil
23 penalties for violation of Labor Code sections 2698 *et seq.* (Private Attorneys General Act of 2004),
24 the letter to the LWDA dated August 31, 2020, the First Amended Complaint as set forth in Section
25 3.01 below, and all the claims and allegations asserted therein.

26 b. “Aggrieved Employees” means all current and former non-exempt employees of
27 Defendants in California at any time during the PAGA Period.

28 ///

1 c. "Agreement" means this Stipulation and Settlement of Class Action Claims,
2 including any attached Exhibit(s).

3 d. "Attorneys' Fees and Costs" means reasonable attorneys' fees for Class Counsel's
4 litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount),
5 and Class Counsel's expenses and costs reasonably incurred in connection with this Action.

6 e. "Check-Cashing Period" means the period of one hundred eighty (180) days after the
7 date Individual Settlement Payment checks are issued.

8 f. "Class" or "Class Members" means all current and former non-exempt employees
9 who are or were employed by Defendants in California at any time during the Class Period.

10 g. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

11 Douglas Han
12 Shunt Tatavos-Gharajeh
13 JUSTICE LAW CORPORATION
14 751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502

15 h. "Class List" means a list based on Defendants' business records that identifies each
16 Class Member's name, last known home or mailing address, Social Security number or, as
17 applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked
18 during the Class Period and/or the PAGA Period.

19 i. "Class Period" means November 24, 2016, to January 21, 2022.

20 j. "Court" means the Riverside County Superior Court, where the Action is currently
21 pending.

22 k. "Defendants" means Ramko Injection, Inc., a California corporation, and Real Time
23 Staffing Services, LLC dba ResourceMFG and/or Select Staffing.

24 l. "Defense Counsel" means counsel for Ramko:

25 Anita York
26 Nancy Rader Whitehead
27 SCOTT & WHITEHEAD
28 4675 MacArthur Court, Suite 1240
Newport Beach, California 92660
Telephone: (949) 222-0166

1 m. “Effective Date” of this Settlement means the later of the following: (i) if there are no
2 objections to the Settlement, then the date the Court grants final approval; (ii) if there are objections
3 to the Settlement and the objections are overruled, then the sixty-first (61st) day after service of notice
4 of entry of the Judgment entered by the Court; (iii) if there are objections to the Settlement, and if an
5 appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice
6 of entry of the Judgment; or (iv) if an appeal, review or writ is sought from the Judgment, the date
7 upon which all appellate and/or other proceedings resulting from the appeal, review or writ have
8 been finally terminated in such a manner as to permit the Judgment to take effect in substantially the
9 form described herein.

10 n. “Employers’ Share of Payroll Taxes” means Defendants’ portion of payroll taxes,
11 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
12 that constitutes wages. The Employers’ Share of Payroll Taxes shall be submitted by Defendants to
13 the Settlement Administrator in addition to the Gross Settlement Amount.

14 o. “Enhancement Payment” means a monetary award subject to Court approval of up to
15 Ten Thousand Dollars and Zero Cents (\$10,000.00) that will be paid to Plaintiff pursuant to Section
16 3.07(d) of this Agreement.

17 p. “Final Fairness and Approval Hearing” means the hearing to be conducted by the
18 Court to determine whether to finally approve and implement the Settlement pursuant to the terms
19 of this Agreement.

20 q. “Final Order” means the final order signed by the Court following the Final Fairness
21 and Approval Hearing in accordance with the terms herein, approving this Agreement.

22 r. “Gross Settlement Amount” means the settlement amount of One Million Dollars and
23 Zero Cents (\$1,000,000.00) which Defendants shall have to pay in connection with this Settlement,
24 by way of a common fund, which shall be inclusive of all Individual Settlement Payments, Attorneys’
25 Fees and Costs, the Enhancement Payment, Settlement Administration Costs, and the PAGA
26 Payment. Defendants are not jointly and severally liable for the Gross Settlement Amount. In no
27 event shall Defendants be required to pay more than the Gross Settlement Amount with the exception
28 of the Employer’s Share of Payroll Taxes. No portion of the Gross Settlement Amount shall revert

1 to Defendants for any reason.

2 s. "Individual Settlement Payment" means each Participating Class Member's
3 respective share of the Net Settlement Amount and each Aggrieved Employee's respective share of
4 the PAGA Payment. Individual Settlement Payments will be determined by the calculations provided
5 in this Agreement.

6 t. "LWDA" means the California Labor and Workforce Development Agency.

7 u. "LWDA Payment" means the portion of the PAGA Payment payable to the LWDA.

8 v. "Motion for Final Approval" means Plaintiff's submission of a written motion,
9 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
10 the Settlement Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval
11 Hearing, and to enter a Final Order in this Action.

12 w. "Motion for Preliminary Approval" means Plaintiff's written motion, including any
13 evidence as may be required for the Court to grant preliminary approval of the Settlement Agreement
14 as required by rule 3.769 of the California Rules of Court.

15 x. "Net Settlement Amount" means the Gross Settlement Amount less the amounts
16 allocated to Settlement Administration Costs, Attorneys' Fees and Costs, the Enhancement Payment,
17 and the PAGA Payment.

18 y. "Notice of Class Action and PAGA Settlement" means a notice in a form substantially
19 similar to **Exhibit A**, attached hereto and subject to Court approval, which will be sent to Class
20 Members, in English and Spanish, notifying them of the Settlement and advising them of their rights.
21 The Notice of Class Action and PAGA Settlement will include, without limitation, the following: (i)
22 instructions for participating in, objecting to, or opting out of the Settlement and disputing the
23 number of Qualifying Workweeks with the Class Member has been credited and calculations of the
24 Individual Settlement Payment; (ii) a description of the procedural history of the Action and the
25 material terms of this Agreement; (iii) a clear indication that the Court has determined only that there
26 is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable,
27 and that any final determination of those issues will be made at the Final Fairness and Approval
28 Hearing; (iv) the date, time, and location of the Final Fairness and Approval Hearing; and (v)

1 information as to how Class Members can obtain a copy of the Settlement Agreement and other
2 documents filed in the Action.

3 z. “Notice of Objection Form” means the form that shall be sent to each Class Member
4 and that a Class Member can return to the Settlement Administrator to object to the Settlement,
5 substantially in the form attached hereto as **Exhibit C**.

6 aa. “Notice Packet” means the packet of documents which shall be mailed to all Class
7 Members by the Settlement Administrator, including the Notice of Class Action and PAGA
8 Settlement, Request for Exclusion Form, and Notice of Objection Form, in English and Spanish.

9 bb. “Operative Complaint” means the First Amended Complaint pursuant to Section 3.01,
10 below.

11 cc. “PAGA” means the California Private Attorneys General Act of 2004, which is
12 codified in California Labor Code sections 2698, *et seq.*

13 dd. “PAGA Payment” means the amount payable from the Gross Settlement Amount to
14 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to
15 the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

16 ee. “PAGA Period” means the period from August 31, 2019, through January 21, 2022.

17 ff. “PAGA Released Claims” is defined in Section 4.02, below.

18 gg. “Participating Class Member” means a Class Member who does not timely request to
19 be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.

20 hh. “Preliminary Approval Date” means the date the Court preliminarily approves the
21 Settlement in accordance with the terms of this Agreement.

22 ii. “Preliminary Approval Order” means the order the Court enters approving and
23 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
24 Final Fairness and Approval Hearing, and granting preliminary approval of the Settlement set forth
25 in this Agreement, among other things.

26 ///

27 ///

28 ///

1 jj. “Qualifying Workweeks” means the total number of calendar days, inclusive of the
2 first and last day, during which a Class Member or Aggrieved Employee worked for Defendants as
3 a non-exempt employee in California during the Class Period and/or the PAGA Period divided by
4 seven (7) and rounded to the nearest whole number.

5 kk. “Released Claims” is defined in Section 4.01, below.

6 ll. “Released Parties” is defined in Section 4.01, below.

7 mm. “Request for Exclusion Form” means the form that shall be sent to each Class
8 Member and that a Class Member can return to the Settlement Administrator to opt out of, or exclude
9 oneself from, the Settlement, substantially in the form attached hereto as **Exhibit B**.

10 nn. “Settlement” means the final resolution and disposition of the Action pursuant to this
11 Agreement.

12 oo. “Settlement Administration Costs” means all costs (currently estimated at \$21,000
13 and not to exceed \$23,000) incurred by the Settlement Administrator in administering the Settlement,
14 including, but not limited to, the following: (i) printing, mailing and re-mailing (if necessary) of
15 Notice Packets to Class Members in English and Spanish; (ii) preparing and submitting to
16 Participating Class Members and government entities all appropriate tax filings and forms; (iii)
17 computing the amounts of and distributing Individual Settlement Payments, the Enhancement
18 Payment, Attorneys’ Fees and Costs, and the PAGA Payment; (iv) processing and validating Request
19 for Exclusion Forms and Notice of Objection Forms; (v) establishing a Qualified Settlement Fund
20 (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the
21 appropriate government agencies all employer and employee payroll tax obligations arising from the
22 Settlement and preparing and submitting filings required by law in connection with the payments
23 required by the Settlement.

24 pp. “Settlement Administrator” means Phoenix Class Action Administration Solutions
25 (“Phoenix”), which will be responsible for the administration of the Settlement pursuant to the terms
26 of this Agreement.

27 ///

28 ///

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

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation to Class Certification for Settlement Purposes

The Parties agree that the Action will be stayed until the requests for preliminary and final approval of the Settlement are either granted or denied, with the exception of Plaintiff filing a First Amended Complaint for the limited purpose set forth in Section 3.01 below. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Defendants do not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval of and certification by the Court.

Section 2.02: Continued Best Efforts to Obtain Court Approval of Settlement

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement in accordance with the terms of this Agreement and shall use their respective best efforts to obtain Court approval and to implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to reach a resolution, the Parties agree to seek the assistance of mediator Jeffrey A. Ross to resolve the dispute.

Section 2.03: Effect of Non-Occurrence of Effective Date

If the Effective Date does not occur, the Parties agree as follows:

- (a) Any conditional certification of the Class will be vacated and Plaintiff, Defendants, and the Class will be returned to their positions with respect to the Action as if this Agreement had not been entered. Any Settlement Administration costs incurred to that point will be split equally by the Parties.
- (b) Any orders of the Court preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity.

1 (c) The fact that the Parties were willing to stipulate to certification for the
2 purposes of this Agreement shall have no bearing on, nor be admissible in
3 connection with, the issue of certification of the Class with respect to any
4 cause of action alleged in the Action.

5 (d) The fact of the settlement terms reflected in this Agreement and the fact that
6 Defendants did not oppose the certification of a Class under this Agreement
7 or that the Court preliminarily approved the certification of the Class shall not
8 be used or cited thereafter by any person or entity in any manner whatsoever,
9 including without limitation any contested proceeding relating to the
10 certification of any class.

11 (e) This Agreement shall be deemed null and void, shall be of no force or effect
12 whatsoever, and shall not be referred to or used for any purpose whatsoever.

13 ARTICLE III

14 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

15 The procedure for obtaining Court approval of and implementing this Settlement Agreement
16 shall be as follows:

17 **Section 3.01: Filing of the First Amended Complaint**

18 As part of this Settlement, Plaintiff and Ramko stipulated to the filing of a First Amended
19 Complaint ("FAC") in the Riverside County Superior Court, with the FAC filed on or about March
20 9, 2022. The FAC added putative class claims based on the theories alleged in Plaintiff's letter to
21 the LWDA dated August 31, 2020, and Plaintiff's original complaint filed on November 24, 2020.
22 The FAC alleges those claims from November 24, 2016, to January 21, 2022. The FAC is the
23 Operative Complaint in the Action. All material allegations in the FAC are deemed denied by Ramko
24 without the necessity of Ramko filing an Answer to the FAC or any other pleading in the Action.

25 ///

26 ///

27 ///

28

1 **Section 3.02: Preliminary Approval and Conditional Class Certification**

2 As soon as practicable, Plaintiff will submit the Motion for Preliminary Approval along with
3 this Agreement to the Court for preliminary approval pursuant to rule 3.769 of the California Rules
4 of Court. Plaintiff's Motion for Preliminary Approval will request an order conditionally certifying
5 the Class. The Motion for Preliminary Approval will request a hearing date for the Final Fairness
6 and Approval Hearing to be included in the Preliminary Approval Order. Defendants will not oppose
7 the Motion for Preliminary Approval.

8 **Section 3.03: The Settlement Administrator**

9 **a. Settlement Administrator Duties, Generally**

10 The Parties have chosen Phoenix to administer the Settlement pursuant to this Agreement and
11 to act as the Settlement Administrator. The Settlement Administrator shall perform all functions
12 required under this Agreement and take necessary steps to effectuate the Settlement, including, but
13 not limited to, the following: (i) distributing and responding to inquiries about the Notice Packet; (ii)
14 determining the validity of any Request for Exclusion Forms (and sending the Request for Exclusion
15 Forms to counsel for the Parties) and Notice of Objection Forms; (iii) calculating the Net Settlement
16 Amount and the Individual Settlement Payments; (iv) issuing the Individual Settlement Payment
17 checks and distributing them to Participating Class Members and Aggrieved Employees; (v) issuing
18 the LWDA Payment to the LWDA; and (vi) issuing payment to Class Counsel for Attorneys' Fees
19 and Costs, to Plaintiff for the Enhancement Payment, and to the appropriate taxing authorities for the
20 Employers' Share of Payroll Taxes, which will be paid by Defendants separately and in addition to
21 the Gross Settlement Amount.

22 **Section 3.04: Notice to Class Members**

23 No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendants
24 will provide the Settlement Administrator the Class List.

25 Within ten (10) business days of receiving the Class List from Defendants, the Settlement
26 Administrator will send Class Members, by first-class mail, at their last known addresses, the Court
27 approved Notice Packet. The Notice Packet will include a calculation of each Class Member's
28 estimated Individual Settlement Payment. Class Members will have forty-five (45) calendar days

1 from the date of mailing of the Notice Packet to postmark objections or requests for exclusion. Prior
2 to the initial mailing, the Settlement Administrator will check all Class Member addresses against
3 the National Change of Address database and shall update any addresses before mailing. Class
4 Members shall not be required to submit claim forms to receive an Individual Settlement Payment.

5 If a Notice Packet is returned with a forwarding address, the Settlement Administrator shall
6 re-mail the Notice Packet to the forwarding address. With respect to each Class Member whose
7 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
9 mass search on LexisNexis databases based on set criteria and, if another address is identified, shall
10 mail the Notice Packet to the newly identified address. It is the intent of the Parties that reasonable
11 means be used to locate Class Members and that the Settlement Administrator be given discretion to
12 take steps to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to
13 the Participating Class Members and Aggrieved Employees.

14 If a Class Member's Notice Packet is re-mailed, the Class Member shall have ten (10)
15 calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing,
16 whichever is later, to postmark objections or requests for exclusion. If the Notice Packet is re-mailed,
17 the Settlement Administrator will note for its own records and notify Class Counsel and Defense
18 Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.
19 The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed
20 packet and will indicate the date by which the Class Member must postmark objections or requests
21 for exclusion.

22 If a Notice Packet remains undeliverable sixty (60) calendar days after its initial mailing, the
23 Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The
24 Settlement Administrator will hold the Class Member's Individual Settlement Payment during the
25 Check-Cashing Period on behalf of the Class Member. If, at the conclusion of the Check-Cashing
26 Period, the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable,
27 the Settlement Administrator will send the value of that uncashed check to the California State
28 Controller's Office Unclaimed Property Division in the name of the Class Member.

1 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
2 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration
3 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
4 for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion
5 and objections that the Settlement Administrator received.

6 If the Final Fairness and Approval Hearing is continued for any reason, the Settlement
7 Administrator will mail notice to the Class Members advising them of the new date, time, and
8 location of the Final Fairness and Approval Hearing.

9 **Section 3.05: Responses to Notice**

10 **a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely**
11 **Request for Exclusion**

12 Any Class Member who does not affirmatively opt out of the Settlement by submitting a
13 timely Request for Exclusion Form will be bound by all the Settlement's terms including those
14 pertaining to the Released Claims, as well as any Final Order that may be entered by the Court if it
15 grants final approval of the Settlement. The Settlement Administrator will send any Requests for
16 Exclusion to counsel for Defendants only.

17 **b. Class Member Disputes**

18 If a Class Member wishes to dispute their Individual Settlement Payment, the number of
19 Qualifying Workweeks with which they have been credited, or any other information related to the
20 class portion of the Settlement in the Notice of Class Action and PAGA Settlement that they receive,
21 the Class Member must produce evidence supporting the dispute to the Settlement Administrator.
22 Absent evidence to rebut Defendants' records, Defendants' records will be presumed determinative.
23 For the dispute to be considered, the Class Member must follow the directions in the Notice of Class
24 Action and PAGA Settlement.

25 Written notice of the dispute must be received by the Settlement Administrator within forty-
26 five (45) calendar days of the mailing of the Notice Packet. The date of mailing the Notice Packet by
27 the Settlement Administrator to the Class Member, and the date the notice of dispute was postmarked,
28 shall be conclusively determined according to the records of the Settlement Administrator. Upon the

1 timely receipt of any dispute, the Settlement Administrator will notify Defendants in writing (email
2 constitutes a writing for this purpose) of the dispute. The Settlement Administrator will evaluate any
3 evidence submitted by the Class Member and correspondence from Defendants regarding making
4 the final decision as to the validity of any dispute.

5 **c. Requests for Exclusion from Class Members**

6 By entering this Agreement, Plaintiff agrees that he will not request exclusion from the Class.

7 Class Members may submit a Request for Exclusion Form to be excluded from the class
8 portion of the Settlement. For any Class Member to validly exclude themselves from the Class and
9 the class portion of the Settlement (*i.e.*, to validly opt out), the Request for Exclusion Form must be
10 signed by the Class Member or their authorized representative, and must be sent to the Settlement
11 Administrator, postmarked no later than forty-five (45) calendar days after the date the Settlement
12 Administrator initially mails the Notice Packet to the Class Members (or ten (10) calendar days after
13 the date the Settlement Administrator re-mails the Notice to the Class Member, whichever is later).
14 The Notice Packet shall contain instructions on how to validly exclude oneself from the Class and
15 the class portion of the Settlement. The date of the initial mailing of the Notice Packet, and the date
16 the signed Request for Exclusion Form was postmarked, shall be conclusively determined according
17 to the records of the Settlement Administrator. Any Class Member who timely and validly submits
18 a Request for Exclusion Form will not be entitled to any Individual Settlement Payment from the Net
19 Settlement Amount, will not be bound by the terms and conditions of the class portion of this
20 Agreement, and will not have any right to object, appeal, or comment thereon. But even if a Class
21 Member validly opts out of the class portion of the Settlement, they will still be mailed their portion
22 of the employees' share of the PAGA Payment if the Class Member is also an Aggrieved Employee.
23 Thus, Class Members cannot opt out of the PAGA portion of the Settlement.

24 Any Class Member who fails to timely submit a Request for Exclusion Form shall
25 automatically be deemed a Participating Class Member whose rights and claims with respect to the
26 issues raised in the Action are determined by the Court's Final Order, and by the other rulings in the
27 Action. Therefore, said Participating Class Member's rights to pursue the Released Claims will be
28 extinguished.

1 Defendants have the unilateral right to void this Agreement in the event more than seven and
2 one-half percent (7.5%) of Class Members opt out of the Settlement or if either of the Defendants
3 files for bankruptcy. Defendants must notify Class Counsel and the Court whether they are exercising
4 this right to void no later than twenty-one (21) calendar days after: (i) the Settlement Administrator
5 notifies the Parties of the total number of valid Request for Exclusion Forms it has received; and/or
6 (ii) receiving notice that one of the Defendants filed for bankruptcy. If Defendants exercise this
7 option, they must pay for any costs incurred by the Settlement Administrator.

8 **d. Objections to Settlement**

9 Class Members may object to the Settlement by submitting to the Settlement Administrator
10 a Notice of Objection Form or by appearing at the Final Fairness and Approval Hearing to explain
11 their objection(s). A Notice of Objection Form must include the Class Member's full name and a
12 written statement of the grounds for objection, and must be signed by the objecting Class Member,
13 their legal representative, or their attorney, if any, along with all supporting papers. The Notice of
14 Objection Form and supporting papers should be sent to the Settlement Administrator, postmarked
15 no later than forty-five (45) calendar days after the Notice Packet was initially mailed to the Class
16 Members (or ten (10) calendar days after the Settlement Administrator re-mails the Notice to the
17 Class Member, whichever is later). The date of the initial mailing of the Notice Packet, and the date
18 the signed Notice of Objection Form was postmarked, shall be conclusively determined according to
19 the records of the Settlement Administrator. The Settlement Administrator shall send any Notice of
20 Objection Forms it receives to Defendants and Class Counsel within three (3) business days of
21 receipt. If a Class Member submits both an objection and a Request for Exclusion, the Request for
22 Exclusion will be voided. However, while Class Members may object to the class portion of the
23 Settlement, they cannot object to the PAGA portion of the Settlement.

24 The Court retains final authority with respect to the consideration and admissibility of any
25 Class Member objections.

26 ///

27 ///

28 ///

1 **e. Encouragement of Class Members**

2 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any
3 person, encourage or solicit any Class Member to exclude themselves from this Settlement (opt out)
4 or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit any Party,
5 Class Counsel, or Defense Counsel from responding to questions from Class Members concerning
6 this Settlement.

7 **Section 3.06: Final Fairness and Approval Hearing**

8 The Final Fairness and Approval Hearing shall be held before the Court to: (1) review this
9 Agreement and determine whether the Court should grant final approval pursuant to the Motion for
10 Final Approval, and (2) consider any timely objections made pursuant to Section 3.05(d), above, and
11 any responses from the Parties to such objections. At the Final Fairness and Approval Hearing, the
12 Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court a
13 proposed Final Order.

14 **Section 3.07: Settlement Payment Procedures**

15 **a. Funding the Settlement Amount**

16 In exchange for the releases set forth in this Agreement and subject to the terms and
17 conditions set forth herein, Defendants agree to pay the Gross Settlement Amount on a non-
18 reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments to
19 Participating Class Members and Aggrieved Employees, Settlement Administration Costs,
20 Attorneys' Fees and Costs, the Enhancement Payment, and the PAGA Payment. The Employers'
21 Share of Payroll Taxes will be paid by Defendants separate from and in addition to the Gross
22 Settlement Amount.

23 Within fifteen (15) calendar days after the Effective Date, each of the Defendants will issue
24 the Gross Settlement Amount to the Settlement Administrator in one installment, plus the Employers'
25 Share of Payroll Taxes, as set forth herein.

26 ///

27 ///

28 ///

1 **b. Payment of Attorneys' Fees and Costs**

2 Class Counsel shall apply for an award of attorneys' fees of up to thirty-five percent (35%)
3 of the Gross Settlement Amount, which is Three Hundred Fifty Thousand Dollars and Zero Cents
4 (\$350,000.00). In addition, subject to Court approval, Class Counsel shall be entitled to an award of
5 reasonable costs associated with Class Counsel's prosecution of the Action not to exceed Twenty
6 Thousand Dollars and Zero Cents (\$20,000.00). Such application for attorneys' fees and costs shall
7 be heard by the Court at the Final Fairness and Approval Hearing. Defendants will not object to or
8 oppose Plaintiff's application for these amounts. Class Counsel shall be paid any Court-awarded
9 attorneys' fees and costs no later than ten (10) calendar days after Defendants provide the Settlement
10 Administrator with the Gross Settlement Amount. The Court's approval of attorneys' fees and/or
11 costs in an amount less than that requested by Class Counsel shall not invalidate this Agreement.

12 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount
13 and shall not constitute payment to any Class Member(s). The Attorneys' Fees and Costs approved
14 by the Court shall encompass all work performed and all costs and expenses related to the
15 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
16 extent that the Court approves less than the amount of attorneys' fees and/or costs that Class Counsel
17 requests, the difference between the requested and awarded amounts will be reallocated to the Net
18 Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member or Aggrieved Employee. Class
22 Counsel will submit an application for Court approval for an allocation of Settlement Administration
23 Costs currently estimated at Twenty-One Thousand Dollars and Zero Cents (\$21,000.00) and not to
24 exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00). Defendants will not object to
25 or oppose Plaintiff's application for this amount. To the extent there are unused funds of this cost
26 allocation, such funds will be reallocated to the Net Settlement Amount.

27 ///

28 ///

d. Payment of the Enhancement Payment to Plaintiff

Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for his services as class representative and in exchange for a general release of Plaintiff's claims. Defendants will not oppose this request. The Enhancement Payment will be paid from the Gross Settlement Amount and is not allocated as payment to any Participating Class Member or Aggrieved Employee. Plaintiff shall be paid the Court-awarded Enhancement Payment no later than ten (10) calendar days after Defendants provides the Settlement Administrator with the Gross Settlement Amount. To the extent that the Court approves less than the amount of the Enhancement Payment that Plaintiff requests, the difference between the requested and awarded amount will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Payment represent payment to Plaintiff for services performed on behalf of the Class Members and not to be considered wages, the Settlement Administrator will not withhold any taxes from the Enhancement Payment. The Enhancement Payment will be reported on an IRS Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law. Plaintiff acknowledges and agrees that other than in connection with this Settlement, he is not a suitable class representative or "aggrieved employee" under PAGA and that he will not pursue a putative class action, collective action, or PAGA representative action against Defendants in any other action.

e. PAGA Payment

In consideration of claims alleged under PAGA, Class Counsel will request that the Court approve allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount as the PAGA Payment. Seventy-five percent (75%), or Thirty-Seven Thousand and Five Hundred Dollars and Zero Cents (\$37,500.00), of this amount will be paid to the LWDA (a.k.a. LWDA Payment), and twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be distributed to the Aggrieved Employees, on a pro rata basis, in the form of Individual Settlement Payments. Defendants will not oppose this request for allocation and distribution of payments under this Section 3.07(e). The Court's adjustment, if any, of the amount allocated as the PAGA Payment will not invalidate this Agreement, as long as the Gross Settlement

Amount does not exceed \$1,000,000.00 (subject to Section 3.07(a) above) and final approval of the Settlement is granted.

f. PAGA Payment to Aggrieved Employees

If a Class Member timely and validly requests exclusion from the class portion of the Settlement, the Class Member will still be entitled to their share of the Aggrieved Employees' portion of the PAGA Payment if the Class Member is also an Aggrieved Employee. This portion of the PAGA Payment will be determined on a pro rata basis based upon the number of Qualifying Workweeks that the Aggrieved Employee worked during the PAGA Period.

g. Individual Settlement Payments to Participating Class Members and Aggrieved Employees

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments to Participating Class Members. The Parties agree that the Net Settlement Amount shall be divided among all Participating Class Members in proportion to the number of Qualifying Workweeks worked by each Class Member. To calculate the amount of each Participating Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount. Each Participating Class Member's Individual Settlement Payment will represent wages, penalties, and interest allocated using the following formula: twenty-five percent (25%) allocated to wages and seventy-five percent (75%) allocated to penalties and interest.

In addition, all Aggrieved Employees shall be mailed a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees, which will be based on the number of Qualifying Workweeks the Aggrieved Employee worked during the PAGA Period. To calculate the amount of each Aggrieved Employee's Individual Settlement Payment, the \$12,500 of the PAGA Payment allocated to the Aggrieved Employees will be divided by the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of

1 Qualifying Workweeks for each Aggrieved Employee by the base dollar amount. Each Aggrieved
2 Employee's Individual Settlement Payment will represent one hundred percent (100%) penalties, and
3 the Settlement Administrator will issue an IRS Form 1099 to the Aggrieved Employee if their
4 Individual Settlement Payment exceeds \$600.00.

5 The Settlement Administrator shall disperse Individual Settlement Payments to Participating
6 Class Members and Aggrieved Employees within fourteen (14) calendar days after Defendants
7 provide the Gross Settlement Amount to the Settlement Administrator.

8 Based on the information contained in the Class List, the Settlement Administrator shall
9 calculate: (i) the Net Settlement Amount; (ii) the Individual Settlement Payment for each
10 Participating Class Member and Aggrieved Employee, based on the formulas specified above; (iii)
11 the amount of the Individual Settlement Payments to be allocated to wages, interest, and penalties,
12 based on the formula specified above; (iv) Defendants' share of the payroll taxes applicable to the
13 portion of the Individual Settlement Payments allocated to wages; and (v) the employees' tax
14 withholding amount, based on the allocation of each Individual Settlement Payment to wages.

15 The portion of Participating Class Members' Individual Settlement Payments allocated to
16 wages will be reduced by applicable employee withholdings, and the Settlement Administrator will
17 issue IRS Forms W-2 for the wage portion of the Individual Settlement Payments. The Settlement
18 Administrator will issue IRS Forms 1099 for the interest and penalty portions of the Individual
19 Settlement Payments.

20 Participating Class Members and Aggrieved Employees have one hundred eighty (180) days
21 from the date their Individual Settlement Payment checks are dated to cash their settlement checks.
22 If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the
23 Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed
24 or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and
25 offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not
26 deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement
27 Administrator will, within two hundred (200) calendar days after the checks are initially mailed,
28 cancel the check(s), and pay the value of the Individual Settlement Payment(s) to the California State

1 Controller's Office Unclaimed Property Division in the name of the Class Member(s).

2 **h. Distribution of the Gross Settlement Amount**

3 The Settlement Administrator will distribute the Individual Settlement Payments to
4 Participating Class Members and Aggrieved Employees no later than fourteen (14) calendar days
5 after receipt of the Gross Settlement Amount from Defendants. If any Individual Settlement
6 Payments are returned to the Settlement Administrator as undeliverable, the Settlement
7 Administrator shall promptly attempt to obtain a valid mailing address(es) by performing a skip trace
8 or a mass search on LexisNexis databases based on set criteria and, if another address(es) is
9 identified, shall mail the check(s) to the newly identified address(es). If the Settlement Administrator
10 is unable to obtain a valid mailing address or if any funds representing Individual Settlement
11 Payments remain uncashed upon the expiration of the Check-Cashing Period, the Settlement
12 Administrator will pay the value of the uncashed check(s) to the California State Controller's Office
13 Unclaimed Property Division in the name of the Class Member(s).

14 **i. No Credit Toward Benefit Plans**

15 The Individual Settlement Payments made to Participating Class Members and Aggrieved
16 Employees under this Agreement, as well as any other payments made pursuant to this Agreement,
17 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
18 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
19 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
20 Rather, it is the Parties' intent that this Agreement will not affect any rights, contributions, or amounts
21 to which any Class Members may be entitled under any benefit plans.

22 **ARTICLE IV**

23 **RELEASES**

24 **Section 4.01: Release by Participating Class Members and Plaintiff**

25 Upon the date Defendants provide the Settlement Administrator with the Gross Settlement
26 Amount, Plaintiff and Participating Class Members will release the Released Parties from all claims,
27 causes of action and legal theories alleged, or which could have been alleged, or otherwise raised
28 based on the facts in Plaintiff's Operative Complaint, including claims under California Labor Code

sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and California Business and Professions Code sections 17200, *et seq.*, that arose at any time during the Class Period (“Released Claims”). Plaintiff and Participating Class Members will waive and release the Released Claims against Defendants together with their officers, directors, current and former employees, and agents (collectively, the “Released Parties”).

Section 4.02: Release by the State of California and Plaintiff

Upon the date Defendants provide the Settlement Administrator with the Gross Settlement Amount, the State of California and Plaintiff will be barred from litigating any and all claims and/or causes of action for statutory penalties under PAGA against the Released Parties that could have been sought by the Labor Commissioner for the violations described in Plaintiff’s letter to the LWDA dated August 31, 2020 to the extent they are alleged in the Action and that arose at any time during the PAGA Period (“PAGA Released Claims”).

Section 4.03: General Release by Plaintiff

Upon the date Defendants provide the Settlement Administrator with the Gross Settlement Amount, Plaintiff, for himself and his heirs, successors, and assigns, waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Plaintiff’s employment with Defendants, whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

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

Plaintiff’s general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code section 1542. The Parties warrant that the Parties have read this Agreement, including this waiver of California Civil Code section 1542, and that the Parties have consulted with or had the opportunity to consult with counsel of the Parties’ choosing about this Agreement and specifically about the waiver of section 1542, and that the Parties

1 understand this Agreement and the section 1542 waiver, and so the Parties freely and knowingly
2 enter into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
3 different from or in addition to those Plaintiff now knows or believes to be true regarding the matters
4 released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements
5 contained in this Agreement shall remain effective in all respects notwithstanding any later discovery
6 of any different or additional facts.

7 **Section 4.04: No Additional Attorneys' Fees or Costs**

8 Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set
9 forth herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

10 **Section 4.05: Inapplicability of California Labor Code Section 206.5**

11 The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged
12 and agreed that there is a bona fide dispute as to their claims for wages and/or any other recovery
13 solely in connection with this Action, and that the payments to them set forth in this Agreement
14 constitute payment of all sums allegedly due to them solely from the claims alleged in the Action.
15 Participating Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed
16 that Labor Code section 206.5 does not apply to any such payments. That section provides in
17 pertinent part as follows: "**No employer shall require the execution of any release of any claim
18 or right on account of wage due, or to become due, or made as an advance on wages to be
19 earned, unless payment of such wages has been made.**" Each Participating Class Member shall
20 be deemed to have made the foregoing Release as if by manually signing it. This section in no way
21 limits the releases set forth in Sections 4.01 and 4.02, above.

22 **ARTICLE V**

23 **LIMITATIONS ON USE OF THIS SETTLEMENT**

24 **Section 5.01: No Admission**

25 Defendants dispute the allegations in the Action and contend that, but for this Settlement, a
26 Class should not have been certified in the Action. This Agreement is entered into solely for the
27 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
28 construed as an admission of liability or wrongdoing by Defendants. The Parties enter this Agreement

1 to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
2 continued litigation. In entering into this Agreement, Defendants do not admit—and in fact
3 specifically deny—that they violated any federal, state, or local law; violated any regulations or
4 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
5 requirements; breached any contract; violated or breached any duty; engaged in any
6 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
7 employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
8 connected with it, will be construed as an admission or concession by Defendants of any such
9 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
10 enforce the terms of this Agreement, this Agreement and its terms and provisions will not be offered
11 or received as evidence in any action or proceeding to establish any liability or admission on the part
12 of Defendants or the Released Parties or to establish the existence of any condition constituting a
13 violation of, or non-compliance with, federal, state, local, or other applicable law.

14 **Section 5.02: Non-Evidentiary Use**

15 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the
16 Settlement itself will be: (a) construed as, offered as, admitted in evidence as, received as, or deemed
17 to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including
18 but not limited to, evidence of a presumption, concession, indication, or admission by any of the
19 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
20 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
21 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
22 Agreement or for Defendants to establish that a Class Member has resolved any of their claims
23 released through this Agreement.

24 **Section 5.03: Nullification**

25 The Parties have agreed to the certification of the Class encompassing all claims alleged in
26 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
27 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
28 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order

1 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
2 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
3 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
4 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
5 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
6 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
7 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
8 should be certified by the Court in a non-settlement context in this Action or any other action, and in
9 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

10 In the event of a timely appeal from the Final Order, the Final Order shall be stayed, and the
11 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

12 **ARTICLE VI**

13 **MISCELLANEOUS PROVISIONS**

14 **Section 6.01: Amendments or Modification**

15 The terms and provisions of this Agreement may be amended or modified only by an express
16 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

17 **Section 6.02: Assignment**

18 None of the rights, commitments, or obligations recognized under this Agreement may be
19 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
20 consent of all other Parties and their respective counsel. The representations, warranties, covenants,
21 and agreements contained in this Agreement are for the sole benefit of the Parties under this
22 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

23 **Section 6.03: Governing Law**

24 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
25 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
26 of laws.

27 ///

28 ///

1 **Section 6.04: Entire Agreement**

2 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
3 contain the entire understanding of the Parties with respect to the subject matter contained herein. In
4 case of any conflict between text contained in Articles I through VI of this Agreement and text
5 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
6 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
7 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
8 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
9 supersedes all prior agreements and understandings among the Parties with respect to the Settlement
10 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
11 prior agreements or proposals.

12 **Section 6.05: Waiver of Compliance**

13 Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,
14 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing,
15 to the extent permitted under applicable law, by the Party or Parties and their respective counsel
16 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
17 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
18 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **Section 6.06: Counterparts and Electronic Signatures**

20 This Agreement, and any amendments hereto, may be executed in any number of
21 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each
22 of which when executed and delivered shall be deemed to be an original. All counterparts taken
23 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall
24 be as valid as an original signature.

25 **Section 6.07: Meet and Confer Regarding Disputes**

26 Should any disputes arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet
28 and confer to resolve such disputes prior to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
7 was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
10 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
11 of adversarial litigation, considering all relevant factors, current and potential. The Parties believe
12 that the Settlement is consistent with public policy, and fully complies with applicable law. The
13 Parties further acknowledge that they are each represented by competent counsel and have had an
14 opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

15 **Section 6.11: No Tax or Legal Advice**

16 The Parties understand and agree that the Parties are neither providing tax or legal advice,
17 nor making representations regarding tax obligations or consequences, if any, related to this
18 Agreement, and that Class Members will assume any such tax obligations or consequences that may
19 arise from this Agreement, and that Class Members shall not seek any indemnification from the
20 Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any
21 taxing body determines that additional taxes are due from any Class Member, such Class Member
22 assumes all responsibility for the payment of such taxes.

23 **Section 6.12: Headings**

24 The descriptive heading of any section or paragraph of this Agreement is inserted for
25 convenience of reference only and does not constitute a part of this Agreement and shall not be
26 considered in interpreting this Agreement.

27 ///

28 ///

1 **Section 6.13: Notice**

2 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
3 communications under this Agreement must be in writing and addressed as follows:

4 *To Plaintiff and the Class:*

5 Douglas Han
6 Shunt Tatavos-Gharajeh
7 JUSTICE LAW CORPORATION
8 751 N. Fair Oaks Avenue, Suite 101
9 Pasadena, California 91103

10 And

11 *To Ramko:*

12 Anita York
13 Nancy Rader Whitehead
14 SCOTT & WHITEHEAD
15 4675 MacArthur Court, Suite 1240
16 Newport Beach, California 92660

17 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

18 To the extent consistent with class action procedure, this Agreement shall be enforceable by
19 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court,
20 rule 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or
21 the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
22 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
23 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
24 extent to enforce and effectuate the terms and intent of this Agreement.

25 **Section 6.15: Mutual Full Cooperation**

26 The Parties agree fully to cooperate with each other to accomplish the terms of this
27 Agreement, including but not limited to execution of such documents, and taking such other action
28 as may reasonably be necessary to implement the terms of this Agreement. The Parties to this
Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to
effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the
form or content of any document needed to implement the Settlement, or on any supplemental
provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to

1 seek the assistance of the Court.

2 **Section 6.16: Authorization to Act**

3 Class Counsel represent and warrant that they are authorized by Plaintiff, and Defense
4 Counsel warrants that they are authorized by Ramko to take all appropriate action required to
5 effectuate the terms of this Agreement, except for signing documents, including but not limited to
6 this Agreement, that are required to be signed by the Parties. Defendants represent and warrant that
7 the individuals executing this Agreement on their behalf have the full right, power, and authority to
8 enter into this Agreement and to carry out the transactions contemplated herein.

9 **Section 6.17: No Reliance on Representations**

10 The Parties have made such investigation of the facts and the law pertaining to the matters
11 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
12 on any statement, promise, or representation of fact or law, made by any of the other Parties, or any
13 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
14 rights, or with regard to the advisability of making and executing this Agreement, or with respect to
15 any other matters. No representations, warranties, or inducements, except as expressly set forth
16 herein, have been made to any party concerning this Agreement.

17 ///

18 ///

19 ///

20

21

22

23

24

25

26

27

28

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

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: March __, 2022 RAMON CORDOVA

By: _____

Dated: March __, 2022 RAMKO INJECTION, INC.

By: _____
Its: _____

Approved as to form:

Dated: March __, 2022 JUSTICE LAW CORPORATION

By: _____
Douglas Han
Shunt Tatavos-Gharajeh
Attorneys for Plaintiff
RAMON CORDOVA

Dated: March __, 2022 SCOTT & WHITEHEAD

By: _____
Anita York
Nancy Rader Whitehead
Attorneys for Defendant
RAMKO INJECTION, INC.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

RAMON CORDOVA, individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiff,

vs.

RAMKO INJECTION, INC., a California corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVSW2001409

[Assigned For All Purposes to The Hon. Sunshine Sykes, Dept. 6]

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

TO: All current and former non-exempt employees who are or were employed by Ramko Injection, Inc. and Real Time Staffing Services, LLC dba ResourceMFG and/or Select Staffing ("Defendants") in California at any time during the period from November 24, 2016 to January 21, 2022.

Please read this notice carefully. This notice permits you to file a notice of objection on or before <<45 days after notice mailed>>, 2022 if you wish to object to the proposed settlement, or to submit a request for exclusion on or before <<45 days after notice mailed>>, 2022 if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the Riverside County Superior Court, entered <<preliminary approval>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the Parties in the lawsuit identified above, pending in the Riverside County Superior Court, on behalf of the Class, which has been provisionally certified for purposes of this settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

The Settlement Agreement may be found attached as **Exhibit 1** to the Declaration of Douglas Han in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, that was filed on March 22, 2022. Both the Settlement Agreement and the First Amended Complaint that was filed on or about March 9, 2022, may be found on the Court's website at: <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>.

The Superior Court is located at 4050 Main Street, Riverside, California 92501.

You have received this notice because records indicate you qualify as a member of the Class. This notice is to advise you of how you can (1) participate in the settlement; (2) object to the settlement; and/or (3) exclude yourself from the settlement.

///

I. BACKGROUND OF THE CASE

On August 31, 2020, Plaintiff Ramon Cordova ("Plaintiff") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Plaintiff believes that on or about November 4, 2020, the sixty-five (65) days' notice period expired, and the LWDA did not take any action to investigate or prosecute this matter

On November 24, 2020, Plaintiff filed a Complaint for Civil Penalties for Violation of Labor Code section 2698 (Private Attorneys General Act of 2004) ("Complaint") in the Riverside County Superior Court titled *Ramon Cordova v. Ramko Injection, Inc.*, case number CVSW2001409, on behalf of himself and on behalf of aggrieved employees currently or formerly employed (directly or indirectly) at Ramko.

On November 18, 2021, the Parties attended mediation on Plaintiff's claims with Jeffrey A. Ross, Esq., a well-respect mediator of wage-and-hour class action lawsuits. After a full day of mediation, the Parties were eventually able to reach a settlement of this case pursuant to a mediator's proposal.

Pursuant to the Parties' decision to settle this case, on or about March 9, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages that asserted: (1) unpaid overtime (Labor Code sections 510 and 1198); (2) unpaid meal period premiums (Labor Code sections 226.7 and 512(a)); (3) unpaid rest period premiums (Labor Code section 226.7); (4) unpaid minimum wages (Labor Code sections 1194 and 1197); (5) final wages not timely paid (Labor Code sections 201 and 202); (6) non-compliant wage statements (Labor Code section 226(a)); (7) unreimbursed business expenses (Labor Code sections 2800 and 2802); (8) a Representative Action for Civil Penalties pursuant to the Private Attorneys General Act of 2004 (Labor Code section 2698); and (9) violation of California Business & Professions Code section 17200.

Defendants contend that the claims in the lawsuit are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the lawsuit.

Plaintiff and Defendants (collectively, the "Parties") have entered into a Class Action Settlement Agreement which has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiff and his counsel ("Class Counsel") support this settlement. Among the reasons given for support are the risk that class certification could be denied, the inherent risk of a trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. Gross Settlement Amount: The \$1,000,000.00 Gross Settlement Amount shall consist of the following: (a) Class Counsel's attorneys' fees; (b) Class Counsel's attorneys' costs; (c) Plaintiff's Enhancement Payment; (d) Settlement Administration Costs; (e) Private Attorneys General Act of 2004 ("PAGA") Payment to the LWDA and Aggrieved Employees; (f) Employer's Share of Payroll Taxes, and (g) Net Settlement Amount. Each of these components is described below.

B. Class Counsel's attorneys' fees: Class Counsel will be requesting an attorney fee award equal to 35 % of the Gross Settlement Amount (\$350,000.00), subject to court approval.

C. Class Counsel's litigation costs: Class Counsel anticipates requesting an award of no more than \$20,000.00, subject to court approval, as reimbursement for litigation costs.

D. Plaintiff's Enhancement Payment: Plaintiff anticipates requesting an award of no more than \$10,000.00, subject to court approval, for his role as Class Representative.

E. PAGA Payment: The parties have designated \$50,000.00 of the Gross Settlement Amount as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$37,500.00) will be paid to the LWDA, and the remaining 25% (\$12,500.00) shall be paid to Aggrieved Employees (defined below).

F. Settlement Administration Costs: The Parties have selected, and the Court has approved, Phoenix Class Action Administration Solutions ("Phoenix") to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to Phoenix to cover its fees and costs associated with giving notice to the Class, disbursing the Net Settlement Amount, and other activities required to administer the settlement. The Parties estimate that the payment to Phoenix will be approximately \$21,000.00 (not to exceed \$23,000.00).

G. Employers' Share of Payroll Taxes: The Employers' Share of Payroll taxes means Defendants' portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments that constitutes wages. The Employers' Share of Payroll Taxes shall be submitted by Defendants to the Settlement Administrator in addition to the Gross Settlement Amount.

H. "Class" Defined: "Class" means all current and former non-exempt employees who are or were employed by Defendants in California at any time during the period from November 24, 2016, to January 21, 2022 (Class Period").

I. "Aggrieved Employees" Defined: "Aggrieved Employees" means all current and former non-exempt employees of Defendants in California at any time during the period from August 31, 2019, through January 21, 2022 ("PAGA Period").

J. Net Settlement Amount: The Net Settlement Amount means the Gross Settlement Amount less the amounts allocated to Settlement Administration Costs, Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and the PAGA Payment. The Net Settlement Amount is currently estimated at \$547,000.00.

K. Allocation of Net Settlement Amount Among Class Members: To calculate the amount of each Participating Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount. By way of example, if the Net Settlement Amount is \$200,000, and there are a total of 50,000 Qualifying Workweeks between all Class Members, and Class Member "A" has 100 Qualifying Workweeks, Class Member A's portion of the Net Settlement Amount would be \$400 [$\$200,000 \div 50,000$ Qualifying Workweeks x 100 Qualifying Workweeks = \$400].

L. Of the Individual Settlement Payments to individual Class Members for whom Social Security Numbers are available, 25% shall be designated as wages subject to payroll withholding to be reported on IRS Form W-2s where required by law, and 75% shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Each Class Member shall be responsible for remitting to state and/or federal taxing authorities

any applicable taxes which may be owed on the portion of their Individual Settlement Payment (or Plaintiff's Enhancement Payment). The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

III. YOUR RIGHTS AS A CLASS MEMBER AND/OR AGGRIEVED EMPLOYEE

Your interests as a Class Member and/or Aggrieved Employee are represented by Plaintiff and Class Counsel. Unless you exclude yourself from the Class (you cannot exclude yourself from the PAGA portion of the settlement), you are a part of the Class, which means that you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and that you will be deemed to have released certain claims against the Released Parties, as described below. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation costs unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. PARTICIPATING IN THE SETTLEMENT

If you qualify for inclusion in the Class and you wish to participate in the settlement, you are not required to take any action. If the court grants final approval to the settlement and you qualify as a Class Member, you will receive an Individual Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release all the Released Parties, as described below, from any and all claims which have been or could have been asserted based on the facts and allegations in the lawsuit.

B. OBJECTING TO THE SETTLEMENT

If you do not agree with the terms of the settlement, you can object to the class portion of the settlement before final approval. You cannot object to the PAGA portion of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must fully **complete and submit the enclosed written objection form to the Settlement Administrator by <<45 days after notice mailing>>, 2022 at the following address: [Settlement Administrator name and address]**.

C. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself from the class portion of the settlement by fully completing and returning the enclosed Request for Exclusion Form. As stated above, you cannot exclude yourself from the PAGA portion of the settlement. Your Request for Exclusion Form must be signed by you personally, **must be postmarked on or before <<45 days after notice mailed>>, 2022, and must be mailed to the Administrator at:**

<<Name, Address and Telephone Number of Settlement Administrator>>

Any person who timely submits a completed Request for Exclusion Form following the procedures above shall, upon receipt, no longer be a member of the Class, and may not object to the settlement. Any such person will not release any of the Released Claims they may have against the Released Parties.

If you exclude yourself from the settlement, you will NOT receive any money from the settlement regarding the class action. However, even if you exclude yourself from the class action settlement, if you are considered an Aggrieved Employee, you will still be issued payment of your share of the total PAGA Payment apportioned to Aggrieved Employees (\$12,500).

///

D. INDIVIDUAL SETTLEMENT PAYMENT BASED ON POINTS DERIVED FROM QUALIFYING WORKWEEKS

The average recovery amount per Class Member is \$ [REDACTED]

The range of recovery for the Class Members is \$ [REDACTED]

The amount of your recovery will be based on the number of Qualifying Workweeks that you worked for Defendants during the Class Period. According to records available to Defendants, there are [REDACTED] Qualifying Workweeks attributed to you during the Class Period. On this basis, your estimated minimum Individual Settlement Payment as a Class Member is: \$[REDACTED]. This amount is only an estimate and is subject to change during the final approval process.

Your Individual Settlement Payment represents wages, penalties, and interest allocated using the following formula: 25% allocated to wages and 75% allocated to penalties and interest. The portion of your Individual Settlement Payment allocated to wages will be reduced by applicable employee withholdings, and the Settlement Administrator will issue you IRS Forms W-2 for the wage portion of your Individual Settlement Payment. The Settlement Administrator will also issue you IRS Form 1099 for the interest and penalty portions of your Individual Settlement Payment (if the total of all non-wage payments to you exceeds \$600.00).

The amount of your recovery will be based on your number of Qualifying Workweeks at Defendants during the PAGA Period. According to records available to Defendants, there are [REDACTED] Qualifying Workweeks attributed to you during the PAGA Period. Your estimated minimum Individual Settlement Payment for your portion of the PAGA Amount (\$12,500) as an Aggrieved Employee is: \$[REDACTED]. This amount is only an estimate and is subject to change during the final approval process.

Your Individual Settlement Payment that accounts for your portion of the PAGA Payment will represent 100% penalties to be reported on IRS Form 1099 (if the total of all non-wage payments to you exceeds \$600.00).

If you do not dispute the Qualifying Workweeks attributed to you listed on this form, you do not need to do anything. You will receive your settlement payment(s) by U.S. Mail following entry of final approval by the court.

If you do not agree with the number of Qualifying Workweeks, you may dispute the number above by providing information and documentation to the Settlement Administrator. Your Qualifying Workweeks are presumed to be correct unless you submit **documentation**, such as paystubs, that proves otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the compensable workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

If you dispute your Qualifying Workweeks, you must contact the Settlement Administrator, at the following address, by US Mail, post-marked on or before **<<45 days after notice mailed>>, 2022**.

///

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

If you agree with your Qualifying Workweeks and your address information stated on this form is correct, you need do nothing. You will receive your settlement payment(s) by U.S. Mail following entry of final approval by the court.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Defendants together with their officers, directors, current and former employees, and agents (collectively the "Released Parties"), from any and all Class Members' "Released Claims." For the purposes of this Agreement, the Class Members' "Released Claims" are defined as:

All claims, causes of action and legal theories alleged, or which could have been alleged, or otherwise raised based on the facts in Plaintiff's Operative Complaint, including claims under California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and California Business and Professions Code section 17200, that arose at any time during the Class Period.

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code Private Attorneys General Act of 2004, which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees but is instead acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of a representative PAGA action. However, aggrieved employees retain the right to pursue other claims, and/or recover other remedies available under state or federal law.

Only Plaintiff and the State of California will release any claims that they may have against the Released Parties under the PAGA. For purposes of this Agreement, the "PAGA Released Claims" are defined as:

Any and all claims and/or causes of action for statutory penalties under PAGA against the Released Parties that could have been sought by the Labor Commissioner for the violations described in Plaintiff's letter to the LWDA dated August 31, 2020 to the extent they are alleged in the Action and that arose at any time during the PAGA Period.

B. Payment to Class Members

The Effective Date means the later of the following: (i) if there are no objections to the settlement, then the date the Court grants final approval; (ii) if there are objections to the settlement and the objections are overruled, then the sixty-first (61st) day after service of notice of entry of the Judgment entered by the Court; (iii) 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 service of notice of entry of the Judgment; or (iv) 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.

Within 15 calendar days after the Effective Date, Defendants will issue the Gross Settlement Amount to the Settlement Administrator in one installment, plus the Employers' Share of Payroll Taxes. The Settlement Administrator shall disperse Individual Settlement Payments to Class Members and Aggrieved Employees within 14 calendar days after Defendants provide the Gross Settlement Amount to the Settlement Administrator.

V. FINAL SETTLEMENT APPROVAL HEARING

The court will hold a hearing in Department 6 of the Riverside County Superior Court, 4050 Main St., Riverside, CA 92501 on [REDACTED], 2022, at [REDACTED] a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Class Counsel's Attorneys' Fees and Costs, the PAGA Payment, the Settlement Administration Costs, and the Plaintiff's Enhancement Payment. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than 10 days before this hearing and will be available for review after that date.

If the hearing is continued, you will be provided notice of the new hearing date and time by the Settlement Administrator. It is not necessary for you to appear at this hearing. However, you are permitted to appear if you have timely submitted an objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement.

Should you desire additional information, you may contact the Settlement Administrator and/or Class Counsel as follows:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

Douglas Han
Shunt Tatavos-Gharajeh
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Stipulation and Settlement of Class Action Claims, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation including the Stipulation and Settlement of Class Action Claims, may be examined at any time during regular business hours at the Office of the Clerk of the Riverside County Superior Court, 4050 Main St., Riverside, CA 92501.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

EXHIBIT B

REQUEST FOR EXCLUSION FORM

RAMON CORDOVA V. RAMKO INJECTION, INC.

Case No. CVSW2001409

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> This is the only option that allows you to file your own lawsuit against Defendants. You will not receive any share of the class portion of the Settlement.
OBJECT	If you so choose, you may object to this Settlement.

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], 2022, TO THE [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NO.] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND THAT IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY SHARE OF THE PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the Settlement in RAMON CORDOVA V. RAMKO INJECTION, INC., Case No. CVSW2001409. I understand that by not participating and excluding myself from the Settlement, that I will not receive any money from the class portion of the Settlement. I also understand that even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my share of the PAGA Payment.

Executed on _____, 2022

Signature: _____

EXHIBIT C

NOTICE OF OBJECTION FORM

RAMON CORDOVA V. RAMKO INJECTION, INC.

Case No. CVSW2001409

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> This is the only option that allows you to file your own lawsuit against Defendants. You will not receive any share of the class portion of the Settlement.
OBJECT	If you so choose, you may object to this Settlement.

TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], 2022, TO [THE SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NO.] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2022

Signature: _____

