

SANG J PARK, SBN 232956
sang@park-lawyers.com
PARK APC
5670 Wilshire Boulevard, Suite 1800
Los Angeles, California 90036
Telephone: (310) 627-2964
Fax: (310) 362-8279

Attorneys for Plaintiff

Delia A. Isvoranu (SBN 226750)
DUANE MORRIS LLP
One Market Plaza, Suite 2200
San Francisco, California 94105
Tel: (415) 957-3000 / Fax: (415) 957-3001
Attorneys for Defendant
Email: *disvoranu@duanemorris.com*

Sarah A. Gilbert (SBN 312865)
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego CA 92101
Telephone: 619.744.2200
Facsimile: 619.744.2201
Email: *sagilbert@duanemorris.com*

Attorneys for Defendant
STORM WATER INSPECTION & MAINTENANCE SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MATIAS PUGLISI, individually, on behalf of all
others similarly situated, and as a representative of
other aggrieved employees,

Plaintiff,

v.

STORM WATER INSPECTION &
MAINTENANCE SERVICES, INC., a California
corporation; and DOES 1 to 10,

Defendants.

Case No.: 30-2020-01175159-CU-OE-CXC

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

Judge: Peter Wilson
Dept.: CX-102
Complaint Filed: December 17, 2020

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, for himself and the Class, and Defendant, by and through their respective attorneys, that subject to final Court approval, the Action will be finally, fully, and forever compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice as to Defendant, subject to the terms and conditions set forth in this Agreement.

I. RECITALS

1.1. WHEREAS, on December 17, 2020, Plaintiff filed a Class Action Complaint against Defendant in Orange County Superior Court in the matter entitled *Matias Puglisi v. Storm Water Inspection & Maintenance Services, Inc.*, Case No. 30-2020-01175159-CU-OE-CXC (“Action”) alleging the following causes of action: (1) unpaid overtime; (2) meal period violations and unpaid meal period premiums; (3) rest period violations and unpaid rest period premiums; (4) failure to pay minimum wages; (5) failure to furnish timely and accurate wage statements; (6) wages not paid upon termination; (7) civil penalties under the Private Attorneys General Act (“PAGA”); and (8) unfair competition; and

1.2. WHEREAS, Defendant denies Plaintiff’s claims to the fullest possible extent and denies any wrongful or unlawful conduct, claim, damage, or liability of any kind, or in any other manner, or at all;

1.3. Class Counsel has conducted extensive investigation into the facts of the Action, including formal written discovery, document production, pre-mediation informal disclosures, and other investigation undertaken by Class Counsel. The Parties also engaged in extensive negotiations and the exchange of data, documents, and information. Based on a thorough investigation and evaluation of this matter, Class Counsel and Plaintiff have concluded that this proposed Settlement with Defendant for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses and contentions against liability asserted by Defendant, and numerous potential appellate issues.

1.4 Defendant denies each and all of the claims alleged by Plaintiff in the Action. Defendant expressly denies any and all charges of wrongdoing or liability arising out of any of

1 the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been
2 alleged, in the Action. Nevertheless, Defendant has taken into account the uncertainty and risks
3 inherent in any litigation and has likewise concluded that further litigation would be protracted
4 and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the
5 Action be settled in the manner and upon the terms and conditions set forth in this Agreement.
6 Neither this Agreement, nor any document referred to or contemplated herein, nor any action
7 taken to carry out this Agreement, is, may be construed as, or may be used as an admission,
8 concession, or indication by or against Defendant of any fault, wrongdoing or liability
9 whatsoever.

10 1.5 WHEREAS, in order to avoid the substantial expense and inconvenience of
11 further litigation, the Parties now desire to fully and finally settle all claims on the terms set forth
12 herein. This includes all claims asserted in the Action, all issues that were raised or could have
13 been raised in the Action, and any claims or potential claims arising from any transactions or
14 occurrences to date. Plaintiff and Defendant wish to settle both individually and on behalf of the
15 Settlement Class. Accordingly, Plaintiff and Defendant agree as follows.

16 1.6 WHEREAS, the Parties agree that certification for purposes of settlement is not
17 an admission that class certification is proper under Section 382 of the Code of Civil Procedure.
18 If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part,
19 this conditional agreement to class certification will be inadmissible and will have no effect in
20 this matter or in any claims brought on the same or similar allegations, and the Parties shall
21 revert to the respective positions they held prior to entering into the Settlement Agreement

22 **II. DEFINITIONS**

23 As used in this Agreement, the following terms shall have the meanings specified below
24 and/or as defined above:

25 2.1 “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint
26 Stipulation of Class Action and PAGA Settlement and Release and all actions taken pursuant to
27 and in furtherance of this Agreement.
28

1 2.2 “Administrator” means Atticus Administration LLC (“Atticus”) or such other
2 administrator as may be approved by the Court, which shall be responsible for administering the
3 Settlement pursuant to the terms of the Agreement, the Preliminary Approval Order, and the
4 Final Approval Order and Judgment. The Administration Costs shall be paid out of the Gross
5 Settlement Fund, as approved by the Court.

6 2.3 “Administration Costs” means the amount approved by the Court to be paid to the
7 Administrator to perform the Administration Duties as described herein and in Section 4.3
8 below. It is estimated that the Administration Costs will not exceed \$12,000.00.

9 2.4 “Attorneys’ Fees and Costs Payment” or “Attorneys’ Fees and Costs Award”
10 shall mean the amount of attorneys’ fees, expenses, and costs to prosecute the Action to be paid
11 to Class Counsel out of the Gross Settlement Fund, as approved by the Court.

12 2.5 “Action” shall mean above-captioned action: *Matias Puglisi v. Storm Water*
13 *Inspection & Maintenance Services, Inc.*, Case No. 30-2020-01175159-CU-OE-CXC, including
14 the claims alleged in the Class Action Complaint for Damages.

15 2.6 “Class Counsel” shall mean the attorneys representing Plaintiff and the Class in
16 the Action: Sang (James) Park of PARK APC.

17 2.7 “Class List and Data” shall mean the information Defendant shall provide
18 following Preliminary Approval for purpose of providing notice of the Settlement to the Class.

19 2.8 “Class” or “Class Members” shall mean all current and former non-exempt
20 employees who have worked for SWIMS in California during the time period of November 17,
21 2016 through the date of Preliminary Approval of this Agreement (the “Class Period”).

22 2.9 “Class Period” shall mean the period of November 17, 2016 through the date of
23 Preliminary Approval of this Agreement.

24 2.10 “Complaint” shall mean the Class Action Complaint filed in the Action.

25 2.11 “Defense Counsel” shall mean the attorneys representing Defendant: Delia A.
26 Isvoranu and Sarah A. Gilbert of Duane Morris LLP.

27 2.12 “Effective Date” means the date by which this Settlement is finally approved as
28 provided herein and the Court’s Final Approval Order and Judgment becomes binding. For

1 purposes of this Agreement, the Final Approval Order and Judgment becomes binding: (1) if
2 there are no objections to the Settlement, then the date of final approval of the Settlement by the
3 Court; (2) if there are objections to the Settlement, then the later of (a) the day after the deadline
4 by which a notice of appeal to the California Court of Appeal of the Final Approval Order
5 Judgment and/or of an order rejecting any motion to intervene may be timely filed, and none is
6 filed; (b) if such an appeal is filed, and the appeal is finally disposed of by ruling, dismissal,
7 denial or otherwise, the day after the deadline for filing a request for further review of the Court
8 of Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there
9 is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal and further
10 review of the Court of Appeal's decision is requested, the day after the request for review is
11 denied with prejudice and/or no further review of the decision can be requested, or (d) if review
12 is accepted, the day after the California Supreme Court affirms the Settlement. The Effective
13 Date cannot occur until and unless final approval of the Settlement occurs with no objections to
14 the Settlement or, if there are any objections, then after there is no possibility of an appeal or
15 further appeal that could potentially prevent this Agreement from becoming final and binding.
16 The occurrence of the Effective Date is a prerequisite to any distributions from the Settlement
17 Fund.

18 2.13 “Final Fairness” or “Final Approval Hearing” means the hearing to be conducted
19 by the Court, or any other Court taking jurisdiction of this matter, to determine whether to finally
20 approve the Settlement.

21 2.14 “Gross Settlement Fund” or “GSF” means the non-reversionary sum of Five
22 Hundred Thousand Dollars and Zero Cents (\$500,000.00) in full and complete settlement of the
23 Action, which is the total and maximum amount Defendant will be required to pay under this
24 Agreement, in addition to the employer's share of payroll taxes. The GSF will include the
25 payments to: (i) all Participating Class Members, as described herein; (ii) the LWDA Payment;
26 (iii) Service Payment to the Plaintiff/ Class Representative, as described herein; (iv) Attorneys'
27 Fees and Costs Award to Class Counsel, as described herein; (v) Administration Costs to the
28 Administrator, as described herein. Except as provided in Section 4.18 of this Agreement, in no

1 other event shall Defendant have any duty or obligation to pay more than the Gross Settlement
2 Fund. The GSF does not include the Employer's share of payroll taxes, which shall be paid by
3 Defendant separately, and in addition to, the Gross Settlement Amount.

4 2.15 "Individual Settlement Payment" shall mean the payment for the proportionate
5 share of the NSF to be issued to a Participating Class Member based upon the formula set forth
6 below in Section 4.15 of this Agreement, after reduction for the employer's share of
7 withholdings and taxes with respect to the wages portion of Individual Settlement Shares.

8 2.16 "LWDA Payment" means the payment to the Labor and Workforce Development
9 Agency ("LWDA") for its 75% portion of the PAGA Payment.

10 2.17 "Net Settlement Fund" or "NSF" means the Gross Settlement Fund less Court-
11 approved (i) LWDA Payment; (ii) Service Payment to the Plaintiff/ Class Representative; (iii)
12 Attorneys' Fees and Costs Award to Class Counsel; and (iv) Administration Costs to the
13 Administrator. To the extent the Court does not approve the full amount of the LWDA Payment
14 or the requested Attorneys' Fees and Costs, Administration Costs, or the Service Payment, the
15 Net Settlement Fund will increase accordingly.

16 2.18 "Notice Packet" refers to the documents mailed to the Class Members pursuant to
17 the terms of this Agreement, and includes the Court-approved Notice of Class Action Settlement
18 attached hereto as "Exhibit A."

19 2.19 "Notice Response Deadline" means thirty-five (35) calendar days from the date of
20 the initial mailing of the Notice Packet, or such other date as set by the Court in the Preliminary
21 Approval Order.

22 2.20 "PAGA Payment" means the amount to be paid to settle the claims for penalties
23 under the California Labor Code Private Attorneys General Act ("PAGA"), California Labor
24 Code §§ 2698 *et seq.*

25 2.21 "Participating Class Member" means any Class Member who has not, by the
26 Notice Response Deadline, postmarked a Request for Exclusion. Each Participating Class
27 Member will be issued an Individual Settlement Payment without the need to return a claim
28 form.

1 2.22 “Plaintiff” and “Class Representative” shall mean Mathias Puglisi.

2 2.23 “Preliminary Approval” and “Preliminary Approval Order” means the order
3 preliminarily approving this Settlement, which shall, among other things, preliminarily find the
4 Settlement to be fair, reasonable, and adequate; approve Atticus Administration LLC as the
5 Administrator; approve the content and distribution of the Notice Packet to the Class Members;
6 and set the date for the Final Approval Hearing, among other things, as contemplated in Section
7 4.1 of this Agreement.

8 2.24 “Qualifying Workweek” shall mean the actual weeks worked during the Class
9 Period by a Class Member.

10 2.25 “Released Claims” means all claims for wages, premiums, reimbursement of
11 expenses, meal-period violations, rest-break violations, alleged failure to calculate the regular
12 rate of pay for overtime purposes, inaccurate/ incomplete wage statements, various penalties, ,
13 and interest actually alleged or that could have been alleged in the Action by the Plaintiff, on
14 behalf of himself, the Class Members, similarly situated employees, and the aggrieved
15 employees, based on the facts alleged in the Complaint, allegedly occurring during the Class
16 Period, including but not limited to: (1) failure to provide meal periods, compensation in lieu
17 thereof, and/or failure to pay premium pay for missed, late, and/or short meal periods in violation
18 of California Labor Code §§ 226.7 and 512, the applicable Industrial Welfare Commission Wage
19 Order, or California Business & Professions Code § 17200 *et seq.*; (2) failure to provide rest
20 breaks, compensation in lieu thereof, and/or failure to pay premium pay for missed, late, and/or
21 short rest breaks in violation of California Labor Code § 226.7, the applicable Industrial Welfare
22 Commission Wage Order, or California Business & Professions Code § 17200 *et seq.*; (3) failure
23 to pay wages for all hours worked, failure to pay overtime wages, and failure to calculate and
24 pay the regular rate of pay/overtime rate in the violation of California Labor Code §§ 510, 1194,
25 1194.2, 1197, 1197.1, & 1198, the applicable Industrial Welfare Commission Wage Order, or
26 California Business & Professions Code § 17200 *et seq.*; (4) failure to provide accurate,
27 complete, and itemized wage statements in violation of California Labor Code § 226, or
28 California Business & Professions Code § 17200 *et seq.*; (5) failure to pay penalties under

California Labor Code §§ 201, 202, 203, and 204, and California Business & Professions Code § 17200 *et seq.*; (6) failure to keep accurate payroll/wage records pursuant to Labor Code § 1174(d); (7) civil penalties under PAGA, California Labor Code § 2698 *et seq.*, for the alleged California Labor Code violations that were or that could reasonably have been alleged in the Action based on the facts stated in the Complaint; (8) that Defendant is liable for the attorneys’ fees and costs incurred to prosecute this Action on behalf of Class Members, including fees and costs incurred for the services of Class Counsel; and (9) that Defendant is liable for any other remedies, penalties or interest under California law, including the applicable Industrial Welfare Commission (“IWC”) Wage Order(s), based on the facts alleged in the Complaint. “Released Claims” also includes all claims that Plaintiff and/or the Class Members may have against the Released Parties relating to (i) the payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, (ii) the payment, taxation and allocation of Plaintiff’s Service Award pursuant to this Agreement, and (iii) the payment, taxation, and allocation of penalties under the PAGA.

2.26 “Released Parties” shall mean Defendant/SWIMS and all its/their past and present successors, predecessors, subsidiaries, parents, holding companies, sister and affiliated companies, divisions and other related entities, shareholders, subsidiaries, investors, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, under or in concert with any of these persons or entities.

2.27 “Request(s) for Exclusion” means a written request made by a Class Member to the Administrator seeking to be excluded from the Settlement, in the manner set forth in Sections 4.8-4.12.

2.28 “Service Payment” means a payment, as approved by the Court, to Plaintiff/Class Representative in the sum of \$10,000.00, in consideration of his efforts to initiate and prosecute the Action, work performed, execution of a general release of all claims he may have against

Defendant as more particularly described in Sections 5.4 and 5.5. Defendant will not oppose the Service Payment request in this amount. Plaintiff will be issued an Internal Revenue Service Form 1099 by the Administrator for any Service Payment. The Plaintiff/Class Representative agrees he is solely responsible for the tax consequences of the Service Payment, if any. In the event that the Court (or any appellate court) awards less than the amount requested for the Service Payment, only the awarded amount shall be paid and shall constitute satisfaction of those obligations and full payment thereunder, and any unawarded portion of the requested Service Payment shall be made a part of the GSF for distribution to Participating Class Members. Service Payment to Plaintiff is in addition to the Individual Settlement Payment he will receive as a Participating Class Member under the terms of this Settlement.

2.29 “Withholdings and Taxes” means all withholdings from the Individual Settlement Payments required by law plus all federal, state, and local employer payroll taxes due in regard to the Individual Settlement Shares (including but not limited to, FICA, FUTA and SDI contributions), as computed by the Administrator in accordance with Section 4.16.

III. SETTLEMENT TERMS

3.1 **Payment of GSF by Defendant.** In full settlement of the Released Claims and following the Effective Date, Defendant shall deliver the Gross Settlement Fund (GSF) to the Administrator in accordance with the timeline set forth in Section 4.26, below. The GSF shall consist of the following amounts, the aggregate of which shall not exceed the Gross Settlement Fund: (a) the Individual Settlement Payment, (b) the Attorneys’ Fees and Costs Payment, (c) the LWDA Payment, (d) Service Payment, (e) Withholdings and Taxes, and (e) the Administration Costs.

Defendant shall deposit the GSF Amount with the Settlement Administrator as follows: Defendant shall deposit Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator no later than sixty (60) days from the Final Effective Date; and (2) Defendant shall deposit the remaining Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), along with the employer’s share of payroll taxes, into the QSF no later than six (6) months following the date of the initial

1 payment of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). The Settlement
2 Administrator shall hold the funds in escrow during the pendency of the settlement process.

3 **3.2 Attorneys' Fees and Costs Payment/Award.** Class Counsel may request an
4 award of attorneys' fees in the amount of one-third of the Gross Settlement Fund and
5 reimbursement of litigation costs and expenses in the amount of up to \$20,000 ("Attorneys' Fees
6 and Costs") from the Court to compensate Class Counsel for fees and costs incurred for work
7 already performed in the Action, and the work remaining to be performed in documenting the
8 Settlement, securing Court approval of the Agreement, administering the Settlement, responding
9 to any potential objections and/or disputes, and defending against any appeals, as well as all
10 associated expenses. The amount of fees and costs awarded to Class Counsel shall be left to the
11 discretion of the Court. Defendant will not oppose a reasonable request for necessary attorneys'
12 fees and costs.

13 **3.3** Class Counsel will submit an application for Attorneys' Fees and Costs to the
14 Court for approval prior to the date of the Final Approval Hearing. The Parties agree that, over
15 and above the total amount of the Court-approved Attorneys' Fees and Costs awarded, each
16 Party, including all persons eligible to be Class Members, shall bear their own attorneys' fees
17 and costs relative to the investigation, filing, prosecution or settlement of the Action, the
18 negotiation, execution, or implementation of this Agreement, and/or the process of obtaining,
19 administering or challenging a Preliminary Approval Order and/or Final Approval Order.

20 **3.4** In the event that the Court denies, modifies, or reduces Class Counsel's request
21 for Attorneys' Fees and Costs, then Plaintiff, Class Counsel, and the Participating Class
22 Members may not seek to modify, revoke, cancel, terminate, or void this Agreement and will not
23 seek, request, or demand an increase in the Settlement Amount.

24 **3.5** If Class Counsel appeal the Court's ruling on their request for Attorneys' Fees
25 and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall
26 not constitute a material alteration of this Agreement, and shall not give Plaintiff, Class Counsel,
27 or the Participating Class Members the right to modify, revoke, cancel, terminate, or void this
28 Agreement.

1 3.6 All claims for attorneys' fees and/or costs that Class Counsel, Plaintiff, and the
2 Participating Class Members may possess against Defendant have been compromised and
3 resolved in this Agreement and shall not be affected by any appeal that Class Counsel may file.

4 3.7 The Attorneys' Fees and Costs payment shall represent payment for all claims for
5 Class Counsel's attorneys' fees and costs, past and future, incurred in the Action. The Attorneys'
6 Fees and Costs Payment shall be paid from the GSF, and Defendant shall not otherwise be
7 required to pay for any portion of Plaintiff's or the Class Members' attorneys' fees or costs. The
8 Attorneys' Fees and Costs Payment shall be paid to Class Counsel from the GSF following the
9 Effective Date, in accordance with Section 4.26, below.

10 3.8 **Service Payment to Plaintiff/Class Representative.** Defendant agrees not to
11 oppose a Service Payment to Plaintiff in an amount not to exceed \$10,000.00 for his service in
12 bringing and prosecuting the Action. The Service Payment shall be paid to Plaintiff from the
13 GSF following the Effective Date, in accordance with Section 4.26, below.

14 3.9 **PAGA Payment.** The Parties agree to seek approval from the Court for a
15 payment of \$25,000.00 for resolution of the PAGA claims alleged in the Action. The Parties
16 agree that \$18,750.00 (75%) of the PAGA Payment shall be paid to the LWDA ("LWDA
17 Payment") and \$6,250.00 (25%) of the PAGA Payment shall remain part of the Net Settlement
18 Fund to be paid to the Participating Class Members. The PAGA Payment shall be paid to the
19 LWDA from the GSF following the Effective Date, in accordance with Section 4.26, below.

20 **IV. CLASS SETTLEMENT PROCEDURES**

21 4.1. **Class Notice.** Subject to court approval, the Parties agree that the Administrator
22 shall provide notice to the Class pursuant to the following procedures:

23 4.2 **Class List and Data.** Within twenty-one (21) days following entry of the
24 Preliminary Approval Order, Defendant will produce the Class List and Data to the
25 Administrator, which shall include for each Class Member: (1) full name; (2) most recently
26 known mailing address; (3) job title(s); (4) telephone number(s); (5) Social Security Number;
27 and (6) dates of employment from which the Administrator can calculate the total number of
28 Qualifying Workweeks.

1 4.3 **Administrator Duties.** The Administrator’s duties shall include, among others:
2 (i) creating a Qualified Settlement Fund, (ii) printing and mailing the Notice Packet to the Class
3 as directed by the Court, and establishing a website domain to host the relevant settlement
4 documents; (iii) taking all steps reasonably necessary to ensure Class Members timely receive
5 the Notice Packet; (iv) calculating the number of Qualifying Workweeks worked by Class
6 Members, including resolving any disputes by Class Members about the number of Qualifying
7 Workweeks they worked during the Class Period; (v) taking receipt of and safeguarding the
8 Gross Settlement Fund; (vi) calculating and distributing Individual Settlement Payments, the
9 LWDA Payment, the Service Payment, and the Attorneys’ Fees and Costs Payment, provided
10 such amounts are approved by the Court; (vii) calculating and paying Withholdings and Taxes;
11 (viii) issuing IRS Forms W2 and 1099, as applicable, and reporting all Individual Settlement
12 Payments, Service Payment, and the Attorneys’ Fee and Costs Payment; and (ix) forwarding
13 sums represented by uncashed checks to the Unclaimed Property Division of the California State
14 Controller’s office with an identification of each Participating Class Member and the amount
15 attributable to each Participating Class Member, together with such other tasks as the Parties
16 may mutually request and agree upon, or the Court may order, the Administrator to perform.

17 4.4 The Administrator shall create and maintain a website, which will include the
18 Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys’ Fees as
19 they become available, until the Effective Date. The website shall be removed and inaccessible
20 immediately after the Effective Date.

21 4.5 The Administrator shall take all reasonable steps to ensure that (a) the highest
22 percentage of Class Members receive the Notice Packet; (b) Class Members who wish to
23 participate in the Settlement are permitted to do so consistent with this Agreement; and (c) it has
24 the most current and accurate addresses for Class Members, including, but not limited to
25 performing an initial National Change of Address database search for all Class Members who are
26 no longer employed by Defendant. In addition, the Administrator shall perform a standard
27 search, also known as “batch,” “skip trace,” or “credit header” searches, on all Class Members
28 whose Notice Packet is returned as undeliverable within thirty (30) calendar days of initial

1 mailing. The Administrator shall immediately re-mail all such returned or undelivered Notice
2 Packets to all updated addresses obtained through its efforts to locate the most current and
3 accurate addresses for Class Members. Should a Notice Packet associated with a currently
4 employed Class Member be returned as undeliverable within thirty (30) days of initial mailing,
5 Defendant will review its records and, if an updated address is reflected in its records, provide
6 the Administrator with an updated mailing address for re-mailing of the Notice Packet. The
7 Administrator shall also provide a website for information about the case, and a toll-free
8 telephone support and a post office box to facilitate Class Member communications; maintain
9 appropriate databases to fulfill its duties; receive, control, and account for all returned Notice
10 Packets, disputes, Requests for Exclusion and Objections; calculate the Class Members'
11 payments; and prepare and deliver reports to Class Counsel and Counsel for Defendant on a
12 weekly basis that communicate the status of the notice process, including the number of Notice
13 Packets mailed, returned, searched, and re-mailed as well as disputes, Requests for Exclusion,
14 and Objections. In addition to the duties identified above, the Administrator shall prepare final
15 declarations, reports, and invoices that accurately describe the notice process, the level of
16 participation, and actions taken to ensure the best possible notice of the Settlement was provided
17 to Class Members. The Administrator will provide notice of the final judgment by posting on the
18 website for a period of not less than sixty (60) calendar days.

19 **4.6 Mailing of Notice Packet to Class Members.** No later than fourteen (14)
20 calendar days following receipt of the information to be provided under Paragraph 4.2, above,
21 the Administrator shall mail the Notice Packet to all Class Members, via first class United States
22 mail, using the most current mailing address. Any Notice Packet returned to the Administrator
23 within thirty (30) calendar days of initial mailing with a forwarding address shall be immediately
24 re-mailed by the Administrator. The Administrator shall conduct a skip-trace address search for
25 any Class Member's Notice Packet that is returned without a forwarding address and shall, upon
26 obtaining a new or different address, immediately re-mail the Class Member's Notice Packet. It
27 shall be presumed that each and every Class Member whose Notice Packet is not returned to the
28

1 Administrator as undeliverable within thirty (30) calendar days after mailing has actually
2 received the Notice Packet.

3 **4.7 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded
4 from, or opt out of, the Settlement must submit to the Administrator, a written, signed request to
5 be excluded from the Settlement (“Request for Exclusion”) postmarked by the Notice Response
6 Deadline.

7 **4.8 Contents of Request.** The Request for Exclusion must contain (i) the name of
8 this Action; (ii) the full name, address, telephone number, and last four digits of the Social
9 Security Number of the person requesting to be excluded; (iii) the words “Request for
10 Exclusion” at the top of the document; (iv) be personally signed by the Class Member seeking to
11 be excluded, and (v) a statement indicating their desire to be excluded, such as: “I wish to be
12 excluded from the Settlement of the Action, *Matias Puglisi v. Storm Water Inspection &*
13 *Maintenance Services, Inc.*, Case No. 30-2020-01175159-CU-OE-CXC, currently pending in the
14 Orange County Superior Court.”

15 **4.9 Timeliness.** For purposes of determining timeliness, a Request for Exclusion shall
16 be deemed to have been submitted on the date postmarked by the U.S. Postal Service or other
17 delivery service. The Administrator shall stamp the date received on the original of any Request
18 for Exclusion it receives. Not later than ten (10) calendar days after the Notice Response
19 Deadline, the Administrator will inform Class Counsel and Counsel for Defendant of the total
20 number of Class Members who timely submitted valid Requests for Exclusion.

21 **4.10 Non-Opt Outs Bound.** Each Class Member who does not submit a valid request
22 for exclusion substantially in compliance with Paragraphs 4.9 and 4.10 by the Notice Response
23 Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of
24 the Settlement, and the Final Approval Order and Judgment entered thereon.

25 **4.11 Resolution of Disputes Regarding Opt-Outs.** In the event of any issue over the
26 completeness, accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet
27 and confer in good faith for the purpose of resolving the issue and, if the issue cannot be
28 resolved, shall submit the dispute to the Court for a final and binding determination that shall not

1 be appealable.

2 **4.12 Defendant’s Right to Rescind.** If at least ten percent (10%) of the prospective
3 Class Members request exclusion, then Defendant shall have the option, in its sole discretion, to
4 nullify and rescind this Agreement, in which case all of Defendant’s obligations under this
5 Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If
6 Defendant exercises this option, it shall provide Class Counsel with written notice of its election
7 within seven (7) calendar days of the Administrator informing Class Counsel and Defense
8 Counsel of the total number of Class Members who timely submitted valid Requests for
9 Exclusion, with a copy to the Administrator, at which point the Parties shall return to their
10 respective positions that existed before the execution of this Agreement, and no term of this
11 Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the
12 Parties’ settlement discussions, shall have any effect or be admissible as evidence for any
13 purpose in the Action, or in any other proceeding. In the event that the Settlement is rendered
14 null and void, the certification of the Class shall be automatically vacated and shall not constitute
15 evidence of or a binding determination that the requirements for certification of a class or
16 collective action have been met. In such circumstances, Defendant expressly reserves all rights to
17 challenge class certification for any purpose other than settlement purposes in the Action, or in
18 any other action, on all available grounds as if no class had been certified for settlement
19 purposes, and no reference to the prior certification of this class, or any documents related
20 thereto, shall be made for any purpose.

21 **4.13 Objections.** Only Class Members (i.e. those Class Members who have not
22 submitted a Request for Exclusion) may object to the Settlement.

23 **4.14 Manner of Objecting.** Class Members who wish to object to the Settlement must
24 send to the Administrator a personally signed, written statement objecting to the Settlement
25 (“Objection(s)”) postmarked on or before the Notice Response Deadline. The Objection must
26 contain (i) the name of this Action; (ii) the full name, address, telephone number, and last four
27 digits of the Social Security Number of the person objecting as well as the full name, address,
28 and telephone number of any attorney representing said person with respect to the objection; (iii)

the words “Objection” at the top of the document; (iv) be personally signed by the Class Member seeking to object to the Settlement, and (v) a statement of the basis for their objections and whether or not the Class Member wishes to appear at the Final Approval Hearing to present oral argument. Class Members who timely submit an Objection in conformity with the requirements set forth herein may, but are not required to, appear at the Final Approval Hearing. No later than ten (10) calendar days from the Notice Response Deadline, the Administrator shall provide copies of all Objections received from Class Members, along with documents showing the postmarked date for each Objection, to Counsel for all Parties.

4.15 Plan of Allocation and Calculation of Settlement Awards. The Administrator shall be responsible for calculating the share of the Net Settlement Fund that Class Members are eligible to receive under the Settlement (“Individual Settlement Share(s)”) on a *pro rata* basis as follows:

4.15.1 The Administrator shall determine the amount of the Net Settlement Fund.

4.15.2 To determine each Class Member’s estimated Individual Settlement Share, the Administrator shall calculate the total number of Qualifying Workweeks worked by the Class Members during the Class Period. The Administrator will then divide the Net Settlement Fund by the total Qualifying Workweeks worked by the entire Class during the Class Period to arrive at a “Workweek Value.” The Administrator will then take that Workweek Value and multiply it by the number of Qualifying Workweeks worked by each Class Member to yield his or her Individual Settlement Share. To calculate final Individual Settlement Shares of Participating Class Members, the Administrator shall perform the same calculation based on the Qualifying Workweeks of the Participating Class Members.

4.15.3 Participating Class Members will be paid their Individual Settlement Share subject to reduction for employee’s share of withholdings and employer’ share of taxes with respect to the wages portion of the Individual Settlement Shares; the net payment after reduction for Withholdings and Taxes is the “Individual Settlement Payment(s).”

4.16 In the event a dispute arises with respect to an Individual Settlement Share calculation, the Administrator shall make the final and binding determination of the amount to be

1 awarded, which shall not be appealable.

2 **4.17 Allocation and Taxes.** The payment by Defendant pursuant to this Agreement is
3 for alleged failure to pay compensation due, interest on the compensation, premium pay,
4 penalties regarding the compensation sum, and all other claims as set forth in the Complaint. The
5 Parties agree, for purposes of this Settlement, that Individual Settlement Payments be allocated
6 20% to wages subject to withholdings for which IRS W-2 Forms shall be issued by the
7 Administrator, and 80% to interest, penalties, and non-wage damages for which IRS 1099 Forms
8 shall be issued by the Administrator. In accordance with both state and federal tax laws, the
9 Administrator shall withhold such sums from each Participating Class Member's Individual
10 Settlement Share as is required in order to comply with the same. The Individual Settlement
11 Shares will be subject to reduction for the Withholdings and Taxes. Each Participating Class
12 Member receiving payment under this Settlement shall be responsible for paying his or her share
13 of applicable federal, state, and local income taxes on all amounts such person receives pursuant
14 to this Agreement.

15 **4.18 Administrator Responsibilities Regarding Taxes.** It shall be the responsibility
16 of the Administrator or its designee to timely and properly withhold all applicable Withholdings
17 and Taxes, and to prepare and deliver the necessary tax documentation for signature by all
18 necessary parties and, thereafter, to pay the Withholdings and Taxes to the appropriate
19 authorities, and to file all necessary information and other tax returns. Payments to Participating
20 Class Members, Plaintiff, and Class Counsel pursuant to this Agreement shall be reported on IRS
21 Forms W-2 or 1099-MISC as applicable, with copies provided to the respective Participating
22 Class Members, Plaintiff, Class Counsel, and all applicable governmental entities as required by
23 law, and also to Defendant. All Withholdings and Taxes deposited with the applicable
24 governmental entities in accordance with this Agreement shall be part of, and paid out of, the
25 Individual Settlement Shares to each Settlement Class Member. The Administrator shall also
26 provide Defendant with appropriate documentation establishing that the Defendant's/employer's
27 share of any and all payroll taxes (including but not limited to, FICA, FUTA and SDI
28 contributions) has been paid from the GSF.

1 **4.19 Tax Expenses Resulting from Administration.** All reasonable and direct
2 expenses and costs incurred by or at the direction of the Administrator in connection with the
3 administration of the Settlement (including, without limitation, expenses of tax attorneys and/or
4 accountants incurred in providing advice to the Administrator, and mailing and distribution costs
5 and expenses relating to the filing (or failure to file) the informational and other tax returns
6 described above) shall be considered a cost of administration of the Settlement and shall be part
7 of the Administration Costs, to be paid out of the Gross Settlement Fund.

8 **4.20 No Effect on Benefits for Participating Class Members.** Plaintiff agrees,
9 on behalf of himself and all Participating Class Members, that this Agreement and any payments
10 under this Agreement shall not have any effect on the eligibility or calculation of employee
11 benefits with respect to the Participating Class Members. This Agreement does not represent any
12 modification of any previously credited hours of service, income, or other eligibility criteria
13 under any employee pension benefit plan, employee welfare benefit plan, or other program or
14 policy sponsored by any of the Released Parties.

15 **4.21** Plaintiff also agrees, on behalf of all Participating Class Members, that no
16 payment provided under this Agreement shall be considered “compensation” or “annual earnings
17 for benefits” in any year for purposes of determining eligibility for, or benefit accrual within, any
18 employee pension benefit plan, employee welfare benefit plan, or other program or policy
19 sponsored by any of the Released Parties.

20 **4.22 No Claims.** No person shall have any claim against any of the Released Parties,
21 Counsel for Defendant, Plaintiff, the Class Members, or Class Counsel, based on mailings,
22 distributions, and payments made in accordance with or pursuant to this Agreement.

23 **4.23 Final Approval and Entry of Judgment.** Following the Notice Response
24 Deadline and before the Final Approval Hearing, on or before the date set by the Court, Plaintiff
25 shall move for Final Approval of the Settlement, requesting that the Court enter an order and
26 judgment granting final approval of the Settlement in a form that is mutually agreed upon by the
27 Parties (“Final Approval Order and Judgment”).

28 **4.24 Distribution of Settlement Awards.** After the Effective Date, the Individual

Settlement Payments shall be distributed to Participating Class Members in accordance with the procedures set forth below:

4.25 Remittance of Gross Settlement Fund. Defendant shall fund one-half of the GSF in the amount of \$250,000.00 sixty (60) days after the Effective Date. Defendant shall fund the remainder of the GSF six (6) months following the date of the first payment of \$250,000.00.

4.26 Delivery of Payments. The Administrator shall establish the Qualified Settlement Fund and distribute: (a) the Attorneys' Fees and Costs Payment to Class Counsel, (b) the Individual Settlement Payment checks to all Participating Class Members, (c) the LWDA Payment to the LWDA, (d) the Service Payment to Plaintiff, and (e) the Withholdings and Taxes to the appropriate government entities. Within ten (10) calendar days from full funding of the GSF, the Administrator shall transmit payment to itself for the Administration Costs. Also, within seven (7) calendar days from the Effective Date, the Administrator shall provide Class Counsel and Counsel for Defendant a written report listing each Participating Class Member, the amount of the Individual Settlement Payment to be paid to each Participating Class Member, the amount of Withholdings and Taxes associated with each Individual Settlement Payment, including the amount of the employer's share of any and all payroll taxes and contributions. Class Counsel shall hold the information contained in this report in strictest confidence and not use or disclose it for any purpose, except on the written authorization of counsel for Defendant or by order of the Court. Additionally, by no later than the date set by the Court in its Final Approval Order and Judgment, the Administrator shall file a report with the Court setting forth (1) the total amount of money paid to Participating Class Members, (2) the LWDA Payment to the LWDA, (3) the Service Payment paid to Plaintiff, (4) the payment made to itself for the Administration Costs, and (5) the Attorneys' Fees and Costs paid to Class Counsel.

4.27 Negotiation of Individual Settlement Payment Checks. Checks sent to Participating Class Members under this Agreement shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing, and thereafter shall be automatically canceled if not cashed or otherwise negotiated by the payee within that time. The Administrator will provide notice to Class Counsel of any uncashed checks, and the

1 Administrator shall have responsibility to attempt to locate the impacted Participating Class
2 Members and, if a request to re-issue a check is made before the 180-day deadline, re-issue
3 checks with an expiration date within 180 days following the re-issuing of the checks.

4 4.28 If a Participating Class Member has not cashed a check by the 30th day from the
5 date of the check's issuance, the Administrator shall send a postcard to the Class Member to
6 remind each to cash their check before the void date.

7 4.29 If any Individual Settlement Payment checks are not cashed within 180 days of
8 issuance, they shall be cancelled, and monies associated with said cancelled checks shall be sent
9 to the Unclaimed Property Division of the California State Controller's office with an
10 identification of each Participating Class Member and the amount attributable to each
11 Participating Class Member to be held and distributed in accordance with California Unclaimed
12 Property Law, California Code of Civil Procedure § 1500 *et seq.* Defendant shall be returned the
13 proportional amount of the employer's share of taxes from any such cancelled settlement checks
14 within three (3) months of the expiration date of such checks. Plaintiff shall report to the Court
15 the total amount actually paid to the Participating Class Members 60 days after the expiration
16 date of all checks.

17 4.30 **Discharge of Obligations.** Defendant shall fully discharge its obligations to
18 Plaintiff and the Class through the remittance of the Gross Settlement Fund to the Administrator
19 as set forth in Paragraph 4.25, above, regardless of whether checks representing Individual
20 Settlement Payments are actually received and/or negotiated by Participating Class Members.
21 Once Defendant has complied with its obligations set forth in Paragraph 4.25, above, it will be
22 deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all
23 protections afforded to it under this Agreement, and shall have no further obligations under the
24 terms of this Agreement, regardless of what occurs with respect to the further administration of
25 the Settlement.

26 4.31 **Questions and Disputes.** In the event that questions or disputes arise regarding
27 the entitlement of any Class Member under this Agreement, counsel for each of the Parties shall
28 cooperate to provide to counsel for the other Party and the Administrator all available

1 information reasonably necessary to resolve them. Such information shall be provided in either
2 electronic form or hard copy, as the Administrator may reasonably request. If the Parties cannot
3 resolve any dispute concerning the entitlement of any Class Member under this Agreement, the
4 dispute(s) shall be submitted to the Administrator for resolution.

5 **4.32 Notification and Certification by the Administrator.** The Administrator shall
6 keep Defense Counsel and Class Counsel apprised of the status of the Settlement administration
7 process and its distribution of Individual Settlement Payments. Upon completion of
8 administration of the Settlement, the Administrator shall provide a detailed, written certification
9 of such completion to the Court and counsel for the Parties.

10 **4.33 Nullification of Agreement if Settlement Not Approved.** In the event: (a) the
11 Court does not preliminarily approve the Settlement as provided herein; (b) the Court does not
12 finally approve the Settlement as provided herein; (c) the Court does not enter the Final
13 Approval Order and Judgment as provided herein; or (d) the Settlement does not become final
14 for any other reason, including the exercise of Defendant's right to reject the Settlement under
15 Section 4.12, above, this Agreement shall be null and void *ab initio* (with the exception of this
16 Section and terms regarding payment to Administrator) and any order or judgment entered by the
17 Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of
18 the Parties. In such cases, Defendant on the one hand, and Plaintiff on the other hand, will
19 remain equally (50%) responsible for the fees incurred to that date by the Administrator, except
20 that Defendant shall be solely responsible for the fees incurred by the Administrator in the event
21 Defendant exercise its option to rescind this Agreement pursuant to Section 4.12 above. In the
22 event an appeal is taken from the Final Approval Order and Judgment, or any other appellate
23 review is sought before the Effective Date, administration of the Settlement shall be stayed
24 pending final resolution of the appeal or other appellate review.

25 **V. ENTRY OF JUDGMENT AND RELEASES**

26 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
27 Class Counsel shall, with the cooperation of Defense Counsel as reasonably requested by Class
28 Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the

1 Settlement by the Court, including responding to any objectors, intervenors, or other persons or
2 entities seeking to prevent approval of this Agreement.

3 **5.2 Plaintiff's Waiver of Right to Opt Out.** By signing this Agreement, named
4 Plaintiff agrees to be bound by the terms herein and further agrees not to request exclusion from
5 this Agreement. Any such request for exclusion shall, therefore, be void and of no force or effect.

6 **5.3 The Class Release.** Participating Class Members agree to release, waive, not to
7 sue, file an administrative charge/complaint, or otherwise make any claim against any of the
8 Released Parties seeking any form of relief, remedy, or recovery based on any of the Released
9 Claims, which shall include any and all claims, rights, demands, and/or liabilities of every nature
10 and description, whether known or unknown, based on or arising out of the Released Claims. It
11 is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall
12 have full *res judicata* and collateral estoppel effect, and that it be final and binding upon
13 Participating Class Members regarding the Released Claims.

14 **5.4 Named Plaintiff's General Release.** Upon the Effective Date, and in
15 consideration of the promises and obligations set forth herein, named Plaintiff Mathias Puglisi,
16 and each of his successors, assigns, heirs, personal representatives, and all those who claim
17 through him, or who assert claims on his behalf, agrees to a general release of any and all claims
18 against the Released Parties, and Plaintiff shall be deemed to have, and by operation of the Final
19 Approval Order and Judgment shall have, expressly released, waived, and relinquished any and
20 all rights to allege or seek any form of relief, remedy, or recovery based on any of the Released
21 Claims. Upon the Effective Date, Plaintiff agrees not to sue or otherwise make a claim or charge
22 against any of the Released Parties for any of the Released Claims, and also expressly releases
23 and waives any and all claims, demands, rights, liabilities, and causes of action he has had or
24 ever had against any of the Released Parties, whether for economic damages, noneconomic
25 damages, punitive damages, penalties, restitution, injunctive or declaratory relief, interest,
26 attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising
27 out of or relating to any facts, transactions, events, policies, practices, occurrences, acts, conduct,
28 disclosures, statements, omissions, or failures to act at any time on or before the Effective Date,

1 including, but not limited to, any claims arising from or related to his employment or separation
2 of employment with Defendant, contractual and/or quasi-contractual relationship with the
3 Defendant and the Released Parties, or any of them; any allegations as to disputed or unpaid
4 wages, remuneration, and/or other compensation due by operation of statute, ordinance, contract,
5 or quasi-contract; any federal, state, or local law prohibiting discrimination or retaliation on the
6 basis of age, race, color, ancestry, religion, disability, sex, national origin, or citizenship or any
7 other protected category, including, without limitation, claims under Title VII, the California Fair
8 Employment and Housing Act, the California Labor Code, FLSA, the California IWC Orders,
9 the Employee Retirement Income Security Act, California Labor Code, the Americans With
10 Disabilities Act, and any other similar public policy or statutes whatever the city, county, state,
11 or country of enactment; any claims under the Family and Medical Leave Act of 1993 and/or the
12 California Family Rights Act; any tort or common law claims, and any transactions, incidents,
13 events, conduct, occurrences, acts, statements, disclosures, or omissions, occurring before the
14 Effective Date. This general release by Plaintiff shall become effective upon the Effective Date
15 and include all statutory claims, common law claims, tort claims, and claims for compensation to
16 the fullest and broadest extent permitted by law.

17 **5.5 Waiver of California Civil Code Section 1542.** Plaintiff acknowledges that the
18 general release herein includes potential facts, claims, and injuries/harm that may not be known
19 or suspected by him to exist, and he hereby expressly and affirmatively waives and relinquishes
20 any and all rights and benefits that he may otherwise have, on an individual basis, relating to the
21 claims released in Paragraph 5.4 pursuant to California Civil Code section 1542, and any similar
22 law of any state or territory of the United States. California Civil Code section 1542 states as
23 follows:

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

1 **VI. ADDITIONAL PROVISIONS**

2 6.1 **No Admission of Liability.** Defendant has denied and continues to deny each and
3 every alleged claim, contention, liability, wrongdoing, and injury arising out of any of the facts
4 or conduct alleged in the Complaint, and believes it did not violate any law, and that it also has
5 valid defenses to the alleged claims. This Agreement reflects the compromise and settlement of
6 disputed claims between the Parties, and their provisions and any and all drafts, communications,
7 or discussions relating thereto do not constitute, are not intended to constitute, and will not under
8 any circumstances be deemed to constitute an admission by any Party as to the merits, validity,
9 or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

10 6.2 **Parties Represented by Counsel.** The Parties hereby acknowledge that they
11 have been represented in negotiations for and in the preparation of this Agreement by
12 independent counsel of their own choosing, they have read this Agreement and have had it fully
13 explained to them by such counsel, and they are fully aware of the contents of this Agreement
14 and of its legal effect.

15 6.3 **Construction.** The Parties agree that the terms and conditions of this Settlement
16 are the result of lengthy, intensive arm's-length negotiations between the Parties, and that this
17 Settlement shall not be construed in favor of or against any Party by reason of the extent to
18 which any Party or his, her, or its counsel participated in the drafting of this Settlement.

19 6.4 **Voluntary Agreement.** This Agreement is executed voluntarily and without
20 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
21 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
22 all other matters pertaining hereto as he, she, or it deems necessary.

23 6.5 **Notices.** Aside from the Notice of Class Action Settlement, all others notices,
24 requests, demands, and other communications required to be given under this Agreement shall be
25 in writing and shall be delivered personally, faxed, emailed or mailed, postage prepaid, by first
26 class United States mail, addressed as follows:

1 **To Plaintiff and Class Counsel:**

2 Sang (James) Park of PARK APC
3 5670 Wilshire Blvd., Suite 1800
4 Los Angeles, CA 90036
5 sang@park-lawyers.com

6 **To Defendant and Defense Counsel:**

7 Delia Isvoranu of Duane Morris LLP
8 Spear Tower, One Market Plaza, Suite 2200
9 San Francisco, CA 94105
10 disvoranut@duanemorris.com

11 6.6 The Parties and their Counsel agree that they shall not issue media releases,
12 regarding the terms of this Settlement. In the event Class Counsel references the Settlement on
13 their websites, Class Counsel will simply refer to Defendant as a “Service Company.” These
14 provisions shall in no way impede and/or impair Class Counsel and/or the Plaintiff from
15 fulfilling their obligations to the Class, or their obligations to obtain preliminary and final
16 approval of the Settlement.

17 6.7 **Authorization.** The Parties represent and warrant that each signatory hereto has
18 the full right and authority to enter into this Agreement and bind the Party on whose behalf he,
19 she, or it has executed this Agreement.

20 6.8 **Agreement Binding on Successors in Interest.** This Agreement shall be binding
21 on and inure to the benefit of the respective successors, assigns, heirs, and personal
22 representatives of the Parties.

23 6.9 **Time Periods.** The time periods and dates set forth in this Agreement with
24 respect to the giving of notices and hearings are subject to approval and modification by the
25 Court or the written stipulation of counsel for the Parties.

26 6.10 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
27 accomplish the terms of this Agreement, including, but not limited to, execution and delivery of
28 any and all additional papers, documents, and other assurances, and taking such other action that
29 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
30 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any

1 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
2 the terms set forth herein.

3 **6.11 Entire Agreement.** This Agreement contains the entire agreement between the
4 Parties and constitutes the complete, final, and exclusive embodiment of their agreement with
5 respect to the subject matter hereof. This Agreement is executed without reliance upon any
6 promise, representation, or warranty by either Party or any representative of a Party, other than
7 those expressly set forth herein. Any inconsistency between this Agreement and the attached
8 Exhibits will be resolved in favor of this Agreement. Exhibits to this Agreement are integral
9 parts of this Agreement and are hereby incorporated and made a part of the Agreement.

10 **6.12 Headings.** The various headings used in this Agreement are solely for the
11 convenience of the Parties and shall not be used to interpret this Agreement.

12 **6.13 Amendment and Modification.** This Agreement may not be amended, altered, or
13 modified except in writing and signed by the Parties hereto, their successors in interest, or their
14 duly authorized representatives, and approved by the Court.

15 **6.14 Governing Law.** This Agreement is entered into in accordance with the laws of
16 the State of California and shall be governed by and interpreted in accordance with those laws.

17 **6.15 Jurisdiction of the Court.** Any dispute regarding the interpretation, validity, or
18 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall
19 be subject to the exclusive jurisdiction of the Court. Plaintiff, Class Members, and Defendant
20 agree to submit to the personal and exclusive jurisdiction of the Court for the purpose of
21 resolving any such dispute. Following the Effective Date, the Court shall retain jurisdiction
22 solely with respect to the interpretation, implementation, and enforcement of this Agreement and
23 all orders and judgments entered in connection therewith, and the Parties and their counsel
24 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing
25 the Settlement embodied in this Agreement and all orders and judgments entered in connection
26 therewith.

27 **6.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
28 this Agreement may be pleaded as a full and complete defense to any action, suit, or other

proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to any term of this Agreement.

6.17 **Execution Date and Execution in Counterparts.** This Agreement shall be deemed executed and enforceable upon the last date of signature of all of the undersigned. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument having the same force and effect as if all Parties had signed the same instrument.

6.18 **Signatures.** The Parties agree that this Agreement may be executed and delivered via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other electronic signature complying with the U.S. federal ESIGN Act of 2000 and California's Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so executed and delivered shall be deemed valid and enforceable, and fully and validly delivered, for all purposes.

IN WITNESS THEREOF, the Parties hereto have so agreed.

DATED:

3-31-22

STORM WATER INSPECTION &
MAINTENANCE SERVICES, INC.

By:

Name: _____

Title:

DATED: 2022-03-08

PLAINTIFF MATIAS PUGLISI

By:

Plaintiff and Settlement Class Representative

proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to any term of this Agreement.

6.17 Execution Date and Execution in Counterparts. This Agreement shall be deemed executed and enforceable upon the last date of signature of all of the undersigned. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument having the same force and effect as if all Parties had signed the same instrument.

6.18 Signatures. The Parties agree that this Agreement may be executed and delivered via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other electronic signature complying with the U.S. federal ESIGN Act of 2000 and California's Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so executed and delivered shall be deemed valid and enforceable, and fully and validly delivered, for all purposes.

IN WITNESS THEREOF, the Parties hereto have so agreed.

DATED:

STORM WATER INSPECTION &
MAINTENANCE SERVICES, INC.

By: _____
Name: _____
Title: _____

DATED: 2022-03-08

PLAINTIFF MATIAS PUGLISI

By: *Matias Puglisi*
Plaintiff and Settlement Class Representative

1 **APPROVED AS TO FORM:**

2
3 DATED: 2022-4-4

DUANE MORRIS LLP

4
5 By: Delia Isvoranu
6 Delia Isvoranu
7 Attorneys for Defendant

8 DATED: 2022-03-08

PARK APC

9 *Saug Park*
10 By: _____
11 Sang (James) Park
12 Attorneys for Plaintiff
13
14
15
16
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

APPROVED AS TO FORM:

DATED:

DUANE MORRIS LLP

By: _____
Delia Isvoranu
Attorneys for Defendant

DATED: 2022-03-08

PARK APC

Saug Park
By: _____
Sang (James) Park
Attorneys for Plaintiff