

1 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation

2 Paul S. Fleck State Bar No. 192345

PFleck@aalrr.com

3 David M. Lester State Bar No. 119966

David.Lester@aalrr.com

4 Joshua N. Lange State Bar No. 269016

Joshua.Lange@aalrr.com

12800 Center Court Drive South, Suite 300

5 Cerritos, California 90703-9364

Telephone: (562) 653-3200

6 Fax: (562) 653-3333

7 Attorneys for Defendant
SUN LEE, INC.

8 ARMOND M. JACKSON, ESQ.

9 JACKSON LAW, APC

2 Venture Plaza, Ste. 240

10 Irvine, California 92618

Phone: (949) 281-6857

11 Fax: (949) 777-6218

Email: ajackson@jacksonapc.com

12 Attorney for Plaintiff
13 DIEGO DEGANTE

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

16
17 DIEGO DEGANTE, as an individual and on
18 behalf of other similarly situated employees

Plaintiff,

19 vs.

20 SUN LEE, INC., a California corporation;
21 and DOES 1 through 50, inclusive,
22 Defendants.

Case No.: 20STCV31759

Related Case: 21STCV07574

CLASS ACTION

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Assigned for all purposes to Judge Amy D.
Hogue, Dept. 7

Action Filed: August 18, 2020

IT IS HEREBY STIPULATED, by and between Plaintiff Diego Degante ("Plaintiff"), individually and on behalf of all others similarly situated, on the one hand, and Defendant Sun Lee, Inc. ("Defendant"), on the other hand, and subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class Action and PAGA Settlement ("Stipulation") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

DEFINITIONS

1. "Action" means the putative class and representative action entitled *Diego Degante v. Sun Lee, Inc.*, in the Superior Court of California, County of Los Angeles, Case No. 20STCV31759.

2. "Class Counsel" means Jackson Law, APC, including, but not limited to, Armond M. Jackson, Esq.

3. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's litigation and resolution of the Action (not to exceed 33 1/3% of the sum of the Maximum Settlement Amount), and Class Counsel's expenses and costs reasonably incurred in connection with the Action (not to exceed \$10,000.00).

4. "Class Information" means information regarding Class Members that Defendant shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator and which the Settlement Administrator shall agree in writing to maintain in a secure manner. Class Information shall be transmitted in electronic form and shall include each Class Member's: full name; last known address; Social Security number; Qualified Pay Periods; Qualified PAGA Pay Periods.

5. "Class Members" means all hourly paid warehouse workers employed by Defendant in the State of California at any time during the Class Period.

6. "Class Notice" means the Notice of Class Action and PAGA Settlement,

1 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
2 which the Settlement Administrator shall mail to each Class Member explaining the terms of
3 this Stipulation and Settlement.

4 7. "Class Period" means the period from August 18, 2016 through October 13,
5 2021.

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

10 9. "Complaint" means the operative Complaint on file in the Action, namely
11 Plaintiff's First Amended filed on November 20, 2020.

12 10. "Court" means the Superior Court of California for the County of Los Angeles.

13 11. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, including
14 Paul S. Fleck, David M. Lester and Joshua N. Lange.

15 12. "Defendant" means Defendant Sun Lee, Inc.

16 13. "Effective Date" of this Stipulation shall be the date of the Court's order
17 approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of
18 this Stipulation, the Court's Judgment "becomes final" upon the latter of: (a) if no appeal is
19 filed, the expiration date of the time for the filing or noticing of any appeal from, or other
20 challenge to, the Court's Judgment (i.e., 30 calendar days after notice of entry of the Court's
21 Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes
22 final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or
23 the final dismissal of any proceeding on review of any court of appeal decision relating to the
24 Judgment.

25 14. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll
26 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
27 Payments that constitutes wages. The Employer's Share of Payroll Taxes shall be paid
28

1 separately from and in addition to the Maximum Settlement Amount.

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

5 16. "Final Approval Hearing" means the hearing to be conducted by the Court after
6 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
7 Members giving Class Members an opportunity to request exclusion from the Class and
8 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
9 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
10 Settlement, enter the Final Order and Judgment, and take other appropriate action.

11 17. "Final Order and Judgment" means the order and judgment to be entered by the
12 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
13 Parties and Participating Class Members.

14 18. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Amount to each Participating Class Member.

16 19. "Information Sheet" means the form that shall be prepared by the Settlement
17 Administrator and sent to each Class Member that sets forth that Class Member's Qualified Pay
18 Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as
19 the estimated PAGA Payment for each PAGA Group Member, substantially in the form
20 attached as **Exhibit 2**.

21 20. "LWDA" means the California Labor and Workforce Development Agency.

22 21. "Maximum Settlement Amount" means the maximum amount Defendant shall
23 have to pay in connection with this Settlement, by way of a common fund, which shall be
24 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
25 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
26 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
27 revert to Defendant. Subject to Court approval and the terms of this Stipulation, the Maximum
28

1 Settlement Amount Defendant shall be required to pay is Two Hundred Eight Thousand Dollars
2 (\$208,000.00). The Employer's Share of Payroll Taxes shall be paid separately from and in
3 addition to the Maximum Settlement Amount.

4 22. "Net Settlement Amount" means the Maximum Settlement Amount, less the
5 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
6 the Class Representative Service Award.

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

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

13 25. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
14 California Labor Code sections 2698, et seq.

15 26. "PAGA Group Members" means all hourly paid warehouse workers employed
16 by Defendant in the State of California at any time during the PAGA Period.

17 27. "PAGA Payment" means the amount payable from the PAGA Settlement
18 Amount to each PAGA Group Member.

19 28. "PAGA Period" means the period from August 21, 2019 (one year prior to the
20 date Plaintiff mailed his requisite notice to the LWDA pursuant to California Labor Code
21 Section 2698, et seq.) through October 13, 2021.

22 29. "PAGA Settlement Amount" means the portion of the Maximum Settlement
23 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
24 Amount is Five Thousand Dollars (\$5,000.00). Three Thousand Seven Hundred Fifty Dollars
25 (\$3,750.00) shall be paid by the Settlement Administrator directly to the LWDA. The
26 remaining One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be distributed to PAGA
27 Group Members as their PAGA Payment.

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

3 31. “Parties” means Plaintiff and Defendant.

4 32. “Plaintiff” means Plaintiff Diego Degante.

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

9 34. “Qualified Pay Periods” means the total number of semi-monthly pay periods
10 that a Participating Class Member actually performed work for Defendant as an hourly paid
11 warehouse employee during the Class Period. Qualified Pay Periods will be calculated to
12 exclude semi-monthly pay periods in which a Participating Class Member did not perform any
13 work but earned compensation for non-work time such as vacation time, sick time, disability
14 leave, or other medical leave.

15 35. “Qualified PAGA Pay Periods” means the total number of semi-monthly pay
16 periods during the PAGA Period that PAGA Group Members actually performed work for
17 Defendant as an hourly paid warehouse employee. Qualified PAGA Pay Periods will be
18 calculated to exclude semi-monthly pay periods in which PAGA Group Members did not
19 perform any work but earned compensation for non-work time such as vacation time, sick time,
20 disability leave, or other medical leave.

21 36. “Released PAGA Claims” means all claims for civil penalties that could have
22 been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing
23 letter to the LWDA on August 21, 2020.

24 37. “Released Claims” with respect to the Participating Class Members (other than
25 Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature and
26 description, as alleged in the Complaint, or based on the facts alleged in the Complaint,
27 including for meal and rest breaks; unpaid wages, including minimum wages, regular wages,
28

1 overtime and double time wages; wage statement violations; untimely wages, wages due
2 upon termination, civil and statutory penalties, and derivative claims.

3 38. "Released Claims," with respect to Plaintiff, on behalf of himself and each of his
4 heirs, representatives, successors, and assigns, means Plaintiff shall irrevocably,
5 unconditionally, and forever release any and all actions, causes of action, claims, administrative
6 claims, debts, demands, penalties, rights, costs, interest, attorneys' fees, obligations, judgments,
7 expenses, and/or liabilities, in law or in equity, whether known or unknown, contingent or
8 absolute, against the Released Parties arising out of or in any way connected to his employment
9 with Defendant concerning his Labor Code claims, including but not limited to: any and all
10 wage-and-hour claims arising under federal law and the laws of the State of California,

11 39. "Released Parties" means Defendant Sun Lee, Inc. and its parents, subsidiaries,
12 predecessors, successors, joint ventures, assigns, and each of its respective shareholders,
13 owners, officers, directors, managers, employees, operators, insurers, representatives, trustees,
14 attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogates, and agents.

15 40. "Response Deadline" means the date sixty (60) days after the Settlement
16 Administrator mails the Notice Packet to Class Members and the last date on which Class
17 Members may submit an Exclusion Form or Objection Form.

18 41. "Settlement" means the final and complete disposition of the Action pursuant to
19 this Stipulation.

20 42. "Settlement Administration Costs" means the reasonable costs and fees of
21 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
22 Settlement Amount, not to exceed Five Thousand Dollars (\$5,000.00), including, but not limited
23 to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-mailing (if
24 necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Participating
25 Class Members and government entities all appropriate tax filings and forms; (iv) computing the
26 amount of and distributing Individual Settlement Payments, the PAGA Settlement Amount,
27 Class Representative Service Award, and Class Counsel Award; (v) processing and validating
28

1 Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal
2 Revenue Code; (vii) calculating and remitting to the appropriate government agencies all
3 employer and employee payroll tax obligations arising from the Settlement and preparing and
4 submitting filings required by law in connection with the payments required by the Settlement;
5 (viii) providing weekly updates to Class Counsel and Defense Counsel regarding the
6 administration of the Settlement; (ix) mailing a reminder postcard to any Class Member whose
7 settlement distribution check has not been negotiated within 60 days after the date of mailing;
8 and (x) posting the Judgment on the Settlement Administrator's website.

9 43. "Settlement Administrator" means Simpluris, Inc. ("Simpluris"). The experience
10 and qualification of Simpluris is set forth in the Declaration of Eric Springer on Behalf of
11 Simpluris, Inc., attached hereto as **Exhibit 5**.

12 44. "Total Qualified Pay Periods" means the total number of Qualified Pay Periods
13 worked by all Participating Class Members for Defendant during the Class Period.

14 45. "Total Qualified PAGA Pay Periods" means the total number of Qualified PAGA
15 Pay Periods worked by all PAGA Group Members for Defendant during the PAGA Period.

16 **RECITALS**

17 46. Procedural History. On August 18, 2020, Plaintiff his original class action
18 complaint, in the Los Angeles Superior Court, entitled *Diego Degante v. Sun Lee, Inc.*, Case No.
19 20STCV31759, alleging: (1) failure to pay minimum wages; (2) failure to pay overtime wages;
20 (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide and
21 maintain accurate itemized wage statements; (6) failure to pay timely wages upon termination;
22 as well as an addition claim for (7) unlawful business practices under Business and Professions
23 Code section 17200 et. Seq. Pursuant to Labor Code § 2699.3, on August 21, 2020, Plaintiff
24 provided written notice to the LWDA and Defendant of the specific provisions of the Labor
25 Code and applicable IWC Wage Order Plaintiff alleges Defendant violated. On November 20,
26 2020, Plaintiff filed his First Amended Complaint to add a PAGA representative action and
27 duplicative claims for failure to timely pay wages, and failure to unlawfully receive wages (the
28

1 “Complaint.”)

2 47. On August 18, 2021, Plaintiff and Defendant participated in a private mediation
3 with Eleanor Barr, Esq., and reached a settlement in principle after a full day of mediation. That
4 same day, with oversight and participation by the Mrs. Barr, the Parties entered into a
5 Memorandum of Understanding, subject to the Parties entering into a more comprehensive
6 written settlement agreement.

7 48. Prior to the mediation, the Parties engaged in formal discovery on classwide
8 issues. Plaintiff served a set of written discovery, including a Request for Production of
9 Documents and Special Interrogatories. Defendant served its responses on February 10, 2021.
10 The Parties agreed to limit the putative class to hourly, non-exempt employees who worked in
11 Defendant’s warehouse department in California during the putative class period. In its
12 response to the written discovery, Defendant agreed to complete a *Belair West* notice
13 procedure prior to producing contact information for the putative class members. Defendant
14 also agreed to produce the time records and wage statements for a 25% sample of the putative
15 class members, upon completion of the *Belair West* notice procedure. Defendant produced to
16 Plaintiff the class list of hourly, non-exempt warehouse employees who did not opt out of
17 having the contact information disclosed. Also prior to the mediation, Defendant produced to
18 Plaintiff for analysis all the time records and wage statements for roughly 25% of the hourly,
19 non-exempt warehouse employees, including Plaintiff Diego Degante, as well as the Employee
20 Handbook, including all wage and hour policies, the total class size, and the total number of pay
21 periods and estimated workweeks for all putative class members.

22 49. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class
23 Counsel recognize the expense and length of continued proceedings necessary to litigate
24 Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also
25 has taken into account the uncertainty and risks of the outcome of further litigation, and the
26 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
27 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
28

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

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

22 TERMS OF SETTLEMENT

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

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

1 52. Tax Liability. The Parties make no representations as to the tax treatment or
2 legal effect of the payments specified herein, and Class Members are not relying on any
3 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
4 Participating Class Members understand and agree that they shall be responsible for the
5 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
6 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
7 resulting from treatment of such payments as non-taxable, including the treatment of such
8 payments as not subject to withholding or deduction for payroll and employment taxes.

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

24 54. Preliminary Approval of Settlement. After this Stipulation is fully executed,
25 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally
26 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
27 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
28

1 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
2 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
3 the conditional certification of the Class is for settlement purposes only and is in no way an
4 admission by Defendant in the Action or in any other proceeding that class certification is
5 proper.

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

10 56. "Released Parties" means Defendant Sun Lee, Inc. and its parents, subsidiaries,
11 predecessors, successors, joint ventures, assigns, and each of its respective shareholders,
12 owners, officers, directors, managers, employees, operators, insurers, representatives, trustees,
13 attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogates, and agents.

14 57. "Released Claims" with respect to the Participating Class Members (other than
15 Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature and
16 description, as alleged in the Complaint, or based on the facts alleged in the Complaint,
17 including for meal and rest breaks; unpaid wages, including minimum wages, regular wages,
18 overtime and double time wages; wage statement violations; untimely wages, wages due
19 upon termination, civil and statutory penalties, and derivative claims.

20 58. "Released Claims." with respect to Plaintiff, on behalf of himself and each of his
21 heirs, representatives, successors, and assigns, means Plaintiff shall irrevocably,
22 unconditionally, and forever release any and all actions, causes of action, claims, administrative
23 claims, debts, demands, penalties, rights, costs, interest, attorneys' fees, obligations, judgments,
24 expenses, and/or liabilities, in law or in equity, whether known or unknown, contingent or
25 absolute, against the Released Parties arising out of or in any way connected to his employment
26 with Defendant concerning any and all wage-and-hour claims arising under federal law and the
27 laws of the State of California

1 59. Release of PAGA Claims. Upon the Settlement Administrator's receipt of the
2 total Maximum Settlement Amount from Defendant, Plaintiff and the State of California shall
3 be deemed to have released their respective Released PAGA Claims against the Released
4 Parties.

5 60. Settlement Administration.

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

9 i. Notice by First Class U.S. Mail. Upon receipt of the Class
10 Information, the Settlement Administrator shall perform a search based on the National Change
11 of Address Database maintained by the United States Postal Service to update and correct any
12 known or identifiable address changes. Within fifteen (15) days after receiving the Class
13 Information from Defendant as provided herein, the Settlement Administrator shall mail copies
14 of the Notice Packet to all Class Members via regular First Class U.S. Mail in English and
15 Spanish. The Settlement Administrator shall exercise its best judgment to determine the current
16 mailing address for each Class Member. The address identified by the Settlement Administrator
17 as the current mailing address shall be presumed to be the most current mailing address for each
18 Class Member. The Parties agree that this procedure for notice provides the best practical
19 notice to Class Members and fully complies with due process.

20 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
21 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
22 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct address by the use of
24 skip-tracing, or other type of automated search, using the name, address and/or Social Security
25 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
26 whose Notice Packet was returned as non-delivered, assuming another mailing address is
27 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
28

1 Packet shall have their Response Deadline extended by fifteen (15) days from the date the
2 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to
3 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
4 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
5 remain a Participating Class Member and shall be bound by all terms of the Settlement and the
6 Order and Final Judgment.

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

25 iv. Determination of PAGA Payments. The Settlement Administrator
26 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
27 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
28

number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement Administrator will evaluate the evidence submitted by the PAGA Group Member and will make the final decision as to the number of Qualified PAGA Pay Periods that should be applied and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement Administrator's determination of the eligibility for and amount of each PAGA Payment shall be binding upon the PAGA Group Members and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be given the presumption of accuracy. If the Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate decision with respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA Payment.

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

b. Exclusions. The Class Notice shall explain that Class Members who wish to exclude themselves from the Class and Settlement must submit an Exclusion Form to the Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the name and address of the person requesting exclusion; (2) must be signed by the Class Member; and (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark on the return mailing envelope on the Exclusion Form shall be the exclusive means used by the Settlement Administrator to determine whether a Class Member has timely requested exclusion from the Settlement. Any Class Member who timely and properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement, nor shall the Class Member have any right to object to the Settlement or appeal from the entry of the Final Order

1 and Judgment. Unless otherwise ordered by the Court, Class Members who do not submit a
2 valid and timely Exclusion Form on or before the Response Deadline shall be bound by all
3 terms of the Settlement and the Final Order and Judgment entered in this Action if the
4 Settlement is finally approved by the Court. No later than ten (10) days after the Response
5 Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list
6 of all Class Members who submitted a timely and valid Exclusion Form. The Settlement
7 Administrator shall authenticate all Exclusion Forms it receives as attachments to a declaration
8 submitted concurrently with Plaintiff's motion for final approval of the Settlement. A Class
9 Member who is also a PAGA Group Member and requests exclusion from the Settlement will
10 still be entitled to a PAGA Payment.

11 c. Defendant's Right to Void Settlement. If more than ten percent (10%) of
12 Class Members timely submit an Exclusion Form, Defendant shall have the exclusive right to
13 void this Settlement. Defendant shall make its election prior to the date of the Final Approval
14 Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class
15 certification shall be considered void, and neither the Settlement, conditional class certification,
16 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
17 shall stand in the same position, without prejudice, as if this Stipulation had been neither entered
18 into nor filed with the Court, and any and all monies paid by Defendant shall be returned to
19 Defendant with the exception the Settlement Administration Costs. Any Settlement
20 Administration Costs already incurred by the Settlement Administrator shall be paid by
21 Defendant to the Settlement Administrator.

22 D. Objections. The Class Notice shall state that Participating Class
23 Members who wish to object to the Settlement shall submit to the Settlement Administrator an
24 Objection Form by the Response Deadline. The Objection Form must (1) state the full name of
25 the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;
26 and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator
27 at the specified address. Subject to review by Class Counsel, Defense Counsel, and the Court,
28

1 the date of the postmark on the return mailing envelope on the Objection Form shall be the
2 exclusive means used by the Settlement Administrator to determine whether a Class Member
3 has timely objected to the Settlement. Class Counsel shall ensure that all Objection Forms
4 submitted to the Settlement Administration will be filed concurrently with the final approval
5 papers. Participating Class Members may also appear at the Final Approval Hearing to object to
6 the Settlement, whether or not they have objected in writing or notified the Parties that they
7 intend to appear. If a Class Member does not submit an Objection Form or appear in person to
8 object, either personally or through counsel, such objection shall be deemed waived, unless
9 otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense
10 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a
11 Notice of Objection or appeal from the Final Order and Judgment.

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

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

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

27 iii. Individual Settlement Payments. Individual Settlement Payments
28

1 shall be paid by the Settlement Administrator from the Net
2 Settlement Amount and shall be paid pursuant to the formula set
3 forth herein. Individual Settlement Payments shall be mailed by
4 the Settlement Administrator by regular First Class U.S. Mail to
5 each Participating Class Member's last known mailing address
6 within fourteen (14) days after Defendant provides the Settlement
7 Administrator with the total Maximum Settlement Amount.
8 Individual Settlement Payments shall be allocated as follows: 20%
9 as wages subject to all applicable tax withholdings, 40% as non-
10 wage penalties not subject to payroll tax withholdings, and 40% as
11 non-wage interest not subject to payroll tax withholdings. The
12 Settlement Administrator shall issue an IRS Form W-2 to each
13 Participating Class Member for the portion of the Individual
14 Settlement Payment allocated as wages and subject to all
15 applicable tax withholdings. The Settlement Administrator shall
16 issue an IRS Form 1099 to each Participating Class Member for
17 the portion of the Individual Settlement Payment allocated as non-
18 wage penalties and interest and not subject to payroll tax
19 withholdings. Defendant shall be responsible for its share of
20 payroll taxes due on the portion of the net settlement fund
21 allocated to wages, in addition to the Maximum Settlement
22 Amount.

23 i. Each Participating Class Member's Individual Settlement
24 Payment shall be calculated solely by the Settlement Administrator according to the following
25 formula: Defendant shall provide the Settlement Administrator with the Total Qualified Pay
26 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
27 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
28

1 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
2 Member's Individual Settlement Payment. The Parties estimate that Participating Class
3 Members will receive approximately \$25-\$30 per Qualified Pay Period based on estimated Net
4 Settlement Amount and estimated number of Total Qualified Pay Periods. The Individual
5 Settlement Payment will be reduced by any required legal deductions for each Participating
6 Class Member.

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

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

14 iv. If an Individual Settlement Payment check remains uncashed after
15 Sixty (60) days from the date of mailing, the Settlement Administrator shall mail a reminder
16 postcard to the Participating Class Member. If an Individual Settlement Payment check remains
17 uncashed after One Hundred Eighty (180) days from the date of mailing, the Settlement
18 Administrator shall void the check and the funds from the voided check shall be distributed by
19 the Settlement Administrator to the California State Controller's Office Unclaimed Property
20 Fund in the name of the Participating Class Member.

21 iii. PAGA Payments. PAGA Payments shall be paid by the
22 Settlement Administrator from the Maximum Settlement Amount.
23 Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) shall be
24 paid by the Settlement Administrator directly to the LWDA within
25 fourteen (14) days after Defendant provides the Settlement
26 Administrator with the total Maximum Settlement Amount.
27 PAGA Group Members' PAGA Payments shall be paid by the
28

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

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

18 ii. PAGA Payments shall be made by check and shall be made
19 payable to each PAGA Group Member as set forth in this Stipulation. The back of each check
20 issued to PAGA Group Members shall state as follows: "My signature hereon constitutes my
21 declaration, under penalty of perjury, that I am the individual to whom this check was made
22 payable and serves as my full and complete release of all 'PAGA Released Claims' as described
23 more fully in the "Stipulation of Class Action and PAGA Settlement."

24 iii. If a PAGA Group Member's PAGA Payment check remains
25 uncashed after Sixty (60) days from the date of mailing, the Settlement Administrator shall mail
26 a reminder postcard to the PAGA Group Member. If a PAGA Group Member's PAGA
27 Payment check remains uncashed after One Hundred Eighty (180) days from the date of
28

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

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

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

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

1 Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount
2 no later than fourteen (14) days after Defendant provide the Settlement Administrator with the
3 total Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form
4 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and
5 legally responsible to pay any and all applicable taxes on his respective Class Representative
6 Service Award and shall hold harmless Defendant, Class Counsel, and Defense Counsel from
7 any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class
8 Representative Service Award. The Class Representative Service Award shall be made in
9 addition to Plaintiff's Individual Settlement Payment and PAGA Payment. Any amount
10 requested by Plaintiff for the Class Representative Service Award and not awarded by the Court
11 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
12 Members as part of their Individual Settlement Payments.

13 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
14 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of
15 the sum of the Maximum Settlement Amount, which amounts to Sixty-Nine Thousand Three-
16 Hundred and Twenty-Six Dollars and zero cents (\$69,326.40). In addition, subject to Court
17 approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class
18 Counsel's prosecution of the Action in an amount not to exceed Ten Thousand Dollars
19 (\$10,000.00). Class Counsel shall provide the Settlement Administrator with a properly
20 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
21 Class Counsel Award approved by the Court. Defendant shall not oppose or object to Class
22 Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation.
23 In the event the Court awards Class Counsel less than Sixty-Nine Thousand Three Hundred and
24 Twenty-Six Dollars and zero cents (\$69,326.40) in attorneys' fees and/or less than Ten
25 Thousand Dollars (\$10,000.00) in costs, the difference shall become part of the Net Settlement
26 Amount and shall be distributed to Participating Class Members as part of their Individual
27 Settlement Payments. Class Counsel shall be paid any Court-approved attorneys' fees and costs
28

1 no later than fourteen (14) days after Defendant provide the Settlement Administrator with the
2 total Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to
3 pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue
4 an IRS Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not
5 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or
6 costs.

7 f. Settlement Administration Costs. The Settlement Administrator shall be
8 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are
9 estimated not to exceed Five Thousand Dollars (\$5,000.00). Any portion of the estimated or
10 designated Settlement Administration Costs that are not in fact required to fulfill the total
11 settlement administration costs shall become part of the Net Settlement Amount. Prior to
12 Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall
13 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
14 Parties agree to cooperate in the settlement administration process and to make all reasonable
15 efforts to control and minimize Settlement Administration Costs.

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

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

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

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

2 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
3 determine whether to grant final approval of the Settlement, including determining the amounts
4 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award;
5 and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the Settlement
6 Administrator shall provide a written report or declaration to the Parties describing the process
7 and results of the administration of the Settlement to date, which report or declaration shall be
8 filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final
9 approval of the Settlement, the Settlement Administrator shall post notice of final judgment on
10 its website within ten (10) calendar days of entry of the Final Order and Judgment.

11 63. Nullification of Settlement. In the event: (i) the Court does not enter the

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

26 64. No Admission by Defendant. Defendant denies all claims alleged in the Action

27 and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
28

conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. As part of this Settlement, Defendant shall not be required to enter into any consent decree nor shall Defendant be required to agree to any provision for injunctive or prospective relief. The Parties further agree that this Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this Stipulation.

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

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

67. Amendment or Modification. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and the Court's approval.

68. Entire Agreement. This Stipulation and any attached Exhibits constitute the

1 entire agreement between the Parties, and no oral or written representations, warranties, or
2 inducements have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits
3 other than the representations, warranties, and covenants contained and memorialized in this
4 Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may
5 be deemed binding on the Parties.

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

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

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

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

26 73. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this
27 Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at
28

1 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
2 present and potential.

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

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

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

18 77. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not
19 publish the Settlement.. In response to any inquiries Plaintiff will state that "the case was
20 resolved and it was resolved confidentially." Class Counsel shall not report the Settlement in
21 any medium or in any publication, shall not post or report anything regarding the claims of
22 Plaintiff or the Class or the Resolution on their website, and shall not contact any reporters or
23 media regarding the Resolution. However, Plaintiff and Class Counsel are authorized to make a
24 limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the
25 Settlement and are further authorized to publicize only the amount and type of the settlement
26 without disclosing the identity of case. This disclosure is limited to court filings and Plaintiff
27 nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss
28

1 the information provided to the Court in those filings outside the filings themselves and any
2 hearing held on those filings, unless ordered otherwise by the Court. The Parties agree the
3 Confidentiality provision contained herein is in the best interest of Class Members in order to
4 protect their anonymity in connection with the Settlement and will not impede Class Counsel's
5 ability to discharge fiduciary duties.

6 78. Settlement Website. The Settlement Administrator shall set up a settlement
7 website where Class Members may also obtain up-to-date information on the matter and
8 hearings including any change of the date or location of any hearings in connection with this
9 Settlement, and notice of final judgment. The URL of the settlement website shall be expressly
10 included in the Class Notice.

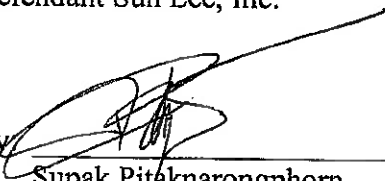
11 **Signatures on Next Page.**

1 Dated: _____, 2021

Plaintiff Diego Degante

2
3
4 Dated: _____, 2021

Defendant Sun Lee, Inc.

5
6 By: 
7 Supak Pitaknarongphorn

8 Title: PRESIDENT

9
10 **APPROVED AS TO FORM:**

11
12 Dated: _____, 2021

Jackson Law, APC

13
14
15 By: _____
16 Armond M. Jackson
17 Attorney for Plaintiff
18 DIEGO DEGANTE

19 Dated: _____, 2021

Atkinson, Andelson, Loya, Ruud & Romo

20
21 By: _____
22 Paul S. Fleck
23 David M. Lester
24 Joshua N. Lange
25 Attorneys for Defendant
26 SUN LEE, INC.

1 Dated: February 15, 2021

Diego Degante
Plaintiff Diego Degante

2
3
4 Dated: _____, 2021

Defendant Sun Lee, Inc.

5
6
7 By: _____
Supak Pitaknarongphorn

8 Title: _____

9
10 **APPROVED AS TO FORM:**

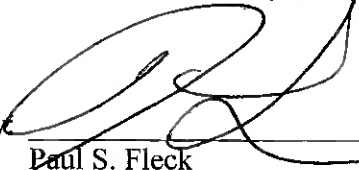
11
12 Dated: February 15, 2021

Jackson Law, APC

13
14
15 By: Armond Jackson
Armond M. Jackson
Attorney for Plaintiff
DIEGO DEGANTE

16
17
18
19 Dated: 02/15, ²⁰²²2021

Atkinson, Andelson, Loya, Rud & Romo

20
21 By: 
Paul S. Fleck
David M. Lester
Joshua N. Lange
Attorneys for Defendant
SUN LEE, INC.