

Jonathan P. LaCour, Esq. (SBN: 285098)
Lisa Noveck, Esq. (SBN: 316660)
Jameson Evans, Esq. (SBN: 340954)
Amanda M. Thompson, Esq. (SBN: 347005)
EMPLOYEES FIRST LABOR LAW P.C.
1 S. Fair Oaks, Suite 200
Pasadena, California 91105
Telephone: (310) 853-3461
Facsimile: (949) 743-5442
Email: jonathanl@pierrelacour.com
lisan@pierrelacour.com
jamesone@pierrelacour.com
amandat@pierrelacour.com

Attorneys for PLAINTIFFS, ROLANDO VIRAMONTES, JUAN VAQUERANO, MANUEL CASTRO, and ALONSO JIMENEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CENTER

ROLANDO VIRAMONTES, JUAN
VAQUERANO, MANUEL CASTRO, and
ALONSO JIMENEZ, individuals, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

PRESTIGE DESIGN CENTER, INC., a
California Corporation, PACIFIC STONE
DESIGN CENTER, INC., a California
Corporation, PACIFIC STONE
CONSTRUCTION, INC., a California
Corporation, and HOOTAN ATAIAN, an
individual, and DOES 1 through 20, inclusive,

Defendants.

Case No.: 30-2021-01179611-CU-OE-CJC

*Assigned for all purposes to the Hon. William
Claster, Dept. CX101*

**NOTICE OF PROPOSED SETTLEMENT
AGREEMENT**

Complaint Filed: January 19, 2021
Trial Date: Not Yet Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OR RECORD:**

2 **PLEASE TAKE NOTICE THAT** the above referenced matter, related to PAGA Case
3 Number LWDA-CM-803094-20 has settled. Pursuant to the above referenced Court's tentative
4 ruling, Plaintiff hereby submits the proposed settlement agreement for the above referenced case.
5 The proposed settlement agreement is attached hereto as "Exhibit 1".

6
7 DATED: October 16, 2024

WIN TRIAL LAWYERS

8
9 By: 

10 Jonathan LaCour, Esq.

11 Lisa Noveck, Esq.

12 Jameson Evans, Esq.

13 Amanda M. Thompson, Esq.

14 Attorneys for Marilyn Rojas
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

EXHIBIT 1

Jonathan P. LaCour, Esq. (SBN: 285098)
Lisa Noveck, Esq. (SBN: 316660)
Jameson Evans, Esq. (SBN: 340954)
Amanda M. Thompson, Esq. (SBN: 347005)
EMPLOYEES FIRST LABOR LAW P.C.
1 S Fair Oaks Ave. Suite 200
Pasadena, California 91105
Telephone: (310) 853-3461
Facsimile: (949) 743-5442
Email: jonathanl@pierrelacour.com
lisan@pierrelacour.com
jamesone@pierrelacour.com
amandat@pierrelacour.com

Attorneys for ROLANDO VIRAMONTES, JUAN VAQUERANO, MANUEL CASTRO, and
ALONSO JIMENEZ, and all others similarly situated

Defendants' Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CENTER

ROLANDO VIRAMONTES, JUAN
VAQUERANO, MANUEL CASTRO, and
ALONSO JIMENEZ, individuals, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

PRESTIGE DESIGN CENTER, INC., a
California Corporation, PACIFIC STONE
DESIGN CENTER, INC., a California
Corporation, PACIFIC STONE
CONSTRUCTION, INC., a California
Corporation, and HOOTAN ATAIAN, an
individual, and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01258960-CU-OE-CXC

*Assigned for all purposes to the Honorable
William Claster, Dept. CX-105*

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

Complaint Filed: May 10, 2022

Trial Date: Not Yet Set

1 Ali R. Mirhosseini, Esq. (SBN 149919)

2 ***MIRHOSSEINI LAW GROUP, APC***

3 1502 N. Broadway

4 Santa Ana, California 92706

5 Telephone: (714) 560-9100

6 Facsimile: (714) 560-9120

7 Attorneys for Defendants, Prestige Design Center, Inc.; Pacific Stone Design Center, Inc.;

8 Pacific Stone Construction, Inc., and Hootan Ataian

9

10

11

12

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

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

1 Attorney General Act (Labor Code §§ 2698, 2699 et seq.) (“Individual and PAGA Action”). The
2 Class Action and the Individual and PAGA Action (collectively “Actions”) were consolidated on
3 June 21, 2022. The Actions are currently pending before the Honorable William Claster in
4 Department CX-105.

5 2. Defendants deny all material allegations set forth in the Operative Complaints and each of
6 the Actions and have asserted numerous affirmative defenses.

7 3. The Parties have investigated the facts and analyzed the relevant legal issues with regard to
8 the claims and defenses in the Actions. Plaintiffs’ Counsel’s investigation included, *inter alia*, the
9 exchange of information pursuant to informal discovery methods, including: comprehensive review
10 of timekeeping and payroll records of Defendants’ data; the number of weeks/Status Weeks during
11 which the putative class and allegedly aggrieved employees served during the period of May 10,
12 2018 to August 31, 2024; and a review of Defendants’ corporate policies, practices, and operations.
13 Based on their respective investigation and analysis, Plaintiffs believe the Actions have merit, while
14 Defendants believe the Actions have no merit.

15 4. On November 30, 2023, the Parties participated in a mediation before Daniel J. Turner, Esq.
16 (“Mediator”). The settlement discussions were conducted at arms’-length, and the Settlement is the
17 result of an informed and detailed analysis of Defendants’ potential exposure in relation to the costs
18 and risks associated with continued litigation. While the Parties could not initially resolve the Actions
19 during the full-day mediation, the Parties reached a global agreement to settle both Actions on August
20 31, 2024, with the Mediator’s assistance.

21 5. Based on documents and data produced, as well as Plaintiffs’ Counsel’s own
22 independent investigation and evaluation, and the Mediator’s efforts, Plaintiffs’ Counsel believes
23 that the Settlement with Defendants for the consideration and on the terms set forth in this
24 Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the putative
25 class in light of all known facts and circumstances, including the risk of significant delay and
26 uncertainty associated with litigation and various defenses asserted by Defendants.

27 6. In the interest of avoiding further litigation, the Parties agree to fully, finally, and forever
28 settle and dispose of all claims by Plaintiffs and the putative class which are alleged or could have
been alleged in the Operative Complaint based on a common nucleus of facts. This Settlement

1 Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all
2 others similarly situated, and Defendants, and is subject to the terms and conditions hereof, and to
3 the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered
4 into solely for the purpose of compromising significantly disputed claims and that nothing herein
5 is an admission of liability or wrongdoing by Defendants. If for any reason this Settlement
6 Agreement is not approved by the Court, it will be of no force or effect, and the Parties shall be
7 returned to their original respective positions as if the Settlement had never been agreed upon.

8 **DEFINITIONS**

9 7. The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 8. "Actions" means the lawsuits titled *Viramontes, et al. v. Prestige Design Center, Inc. et al.*,
12 filed on May 10, 2022, in the California Superior Court for the County of Orange (Case No. 30-2022-
13 01258960-CU-OE-CXC) and *Viramontes, et al. v. Prestige Design Center, Inc. et al.*, filed on
14 January 19, 2021 in the California Superior Court for the County of Orange, (Case No. 3030-2021-
01179611-CU-OE-CJC), which were consolidated on June 21, 2022.

15 9. "Plaintiffs" mean Rolando Viramontes, Juan Vaquerano, Manuel Castro, and Alonso Jimenez
16 who may also be referred to herein as "Class Representatives".

17 10. "PAGA Members" means all current and former non-exempt employees who are or were
18 employed by Defendant in California at any time during the period of August 18, 2019 through
19 August 31, 2024.

20 11. "PAGA Period" means the period from August 18, 2019, through August 31, 2024.

21 12. "Class Counsel" means Employees First Labor Law, P.C., which has been appointed
22 counsel for the Settlement Class.

23 13. "Attorneys' Fees and Costs" means such award of attorneys' fees as may be approved by the
24 Court for Class Counsel's litigation and resolution of these Actions, and all costs incurred and to
25 be incurred by Class Counsel in the Actions, including, but not limited to, costs associated with
26 documenting the Settlement, securing the Court's approval of the Settlement, administering the
27 Settlement, and obtaining entry of a Final Approval Order and Judgment terminating the Actions.
28

1 14. "Class List" means a complete list of all putative Class Members that Defendants will
2 diligently and in good faith compile from their records and provide to the Settlement Administrator
3 within five (5) calendar days after the Court's entry of Preliminary Approval of this Settlement. The
4 Class List will be formatted in a readable Microsoft Office Excel worksheet and will include, to the
5 extent information is available to Defendants, each putative Class Member's full name; last known
6 mailing address; email address; phone number; Social Security Number; and the start dates of each
7 calendar week in which worked for Defendants as non-exempt employees.

8 15. "Class Member(s)" or "Settlement Class" means current and former non-exempt employees
9 who are or were employed by Defendants in California at any time during the period of May 10,
10 2018 to August 31, 2024 or the Court's entry of an order granting preliminary approval of this
11 Settlement. Defendants have identified from Defendants' available records that there were 107
12 Class Members as of November 30, 2023.

13 16. "Class Period" means the period from May 10, 2018 through August 31, 2024.

14 17. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiffs
15 in recognition of their effort and work in prosecuting the Actions on behalf of the Class Members
16 and negotiating the Settlement and in exchange for a general release of claims as set forth below, to
17 be paid out of the Maximum Base Settlement Amount and subject to Court approval.

18 18. "Defendants" mean Prestige Design Center, Inc., Pacific Stone Design Cetner, Inc., Pacific
19 Stone Construction, Inc., and Hootan Ataian.

20 19. "Effective date" means the date on which the last of the following events has occurred if no
21 Notices of Objection are received by the Settlement Administrator by the Response Deadline: (1) the
22 Settlement Agreement has been executed by all Parties, Class Counsel, and each of Defendants'
23 counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Court has held a final
24 settlement approval hearing and has entered the Final Approval Order and Judgment, approving the
25 Settlement. However, in the event that any Notices of Objection are received by the Settlement
26 Administrator prior to the final settlement approval hearing, which are not later withdrawn prior to final
27 approval, the Effective Date shall be the day after the later of: (a) the date of final affirmance on any
28 appeal, motion for reconsideration or disposition of any other effort to obtain review of the Final
Approval Order and Judgment; the expiration of the time for a petition to review the Final Approval

1 Order and Judgment; and, if review is granted, the date of final affirmance of the Final Approval Order
2 and Judgment following review; or (b) the date of final dismissal of any appeal from the Final Approval
3 Order and Judgment or the final dismissal of any proceeding to review the Final Approval Order and
4 Judgment; or (c) if no appeal, motion for reconsideration, or other effort to obtain review is filed or
5 made, the day after the deadline for filing any Notice of Appeal from the Final Approval Order and
6 Judgment.

7 20. "Final Approval Order and Judgment" means the order signed and entered by the Court
8 granting final approval of the Settlement Agreement and entering judgment thereon on
9 substantially the same terms as provided here or as may be modified by subsequent written
10 agreement of the Parties and approved by the Court.

11 21. "Individual Settlement Payment" means each Participating Class Member's share of the
12 Net Settlement Amount, to be distributed to the Participating Class Members.

13 22. "LWDA Payment" means One Hundred Thousand Dollars and Zero Cents \$100,000.00
14 of the Maximum Settlement Amount which the Parties have agreed will be allocated to resolve
15 Plaintiffs' claim for civil penalties for alleged Labor Code violations under PAGA, seventy-
16 five percent (75%) of which will be paid to the California Labor and Workforce
17 Development Agency ("LWDA") in satisfaction of the claim for civil penalties pursuant to PAGA,
18 and which is included in the Released Claims. The remaining twenty-five percent (25%) will be
19 distributed to the PAGA Members, as set forth in Paragraph 43.

20 23. "Maximum Base Settlement Amount" means the amount of Five Hundred Twenty Seven
21 Thousand Seven Hundred Fifty Two Dollars and Ninety Three Cents (\$527,752.93) to be paid by
22 Defendants in exchange for the release of and in full satisfaction of all claims arising from the Actions
23 from the start of the PAGA and Class Period through August 31, 2024, on a class-wide basis, which
24 includes the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
25 LWDA Payment, lawful withholdings for the portion of the Settlement allocated to extinguish wage
26 claims, and Settlement Administration Costs. In no event will Defendants be liable for more than the
27 Maximum Base Settlement Amount. No portion of the Maximum Base Settlement Amount shall
28 revert to Defendants. The Settlement Administrator will then be responsible for making appropriate
deductions, reporting obligations, and issuing the Individual Settlement Payments.

1 24. "Net Settlement Amount" means the portion of the Maximum Base Settlement Amount
2 remaining after deduction of the Attorneys' Fees and Costs, Class Representative Enhancement
3 Payments, the LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount
4 will be distributed to Participating Class Members.

5 25. "Notice of Objection" means a Participating Class Member's valid and timely written
6 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a)
7 the case name and number; (b) the objector's full name, signature, address, telephone number and
8 the last four digits of their Social Security number; (c) a written statement of all grounds for the
9 objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or
10 other documents upon which the objection is based; (e) the identity of the objector's counsel, if the
11 objector is represented by counsel; and (f) whether the objector wishes to be heard at the final
12 approval hearing.

13 26. "Notice Packet" means the Notice of Class Action Settlement and mailing envelope,
14 attached hereto at Exhibit A, and to be approved by the Court.

15 27. "Parties" means Plaintiffs and Defendants, collectively, and "Party" means either of the
16 Plaintiffs or either of the Defendants.

17 28. "Participating Class Members" means all Class Members who do not submit a Request
18 for Exclusion.

19 29. "Preliminary Approval" means the Court order granting preliminary approval of the
20 Settlement Agreement.

21 30. "Released Claims" include all claims, debts, liabilities, demands, obligations,
22 damages, and actions or causes of action, arising at any time during the Class Period, that were
23 or could have been asserted based on the factual allegations in the Operative Complaint or based on
24 any facts discovered in the course of the Actions, including claims for failure to pay minimum or
25 overtime wages, failure to provide meal periods and rest breaks or to pay meal and rest period
26 premiums in lieu thereof, failure to pay all wages due upon separation, failure to reimburse
27 reasonable business expenses, failure to provide complete and accurate itemized wage statements,
28 failure to provide paid sick leave, failure to provide notice of paid sick leave rights; claims under
California Labor Code sections 201 to 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 226.8,

1 246,247,247.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698
2 *et seq.*, 2802, 2810.5, Wage Order No. 4 of the Industrial Welfare Commission, California Business
3 and Professions Code sections 17200, *et seq.*; and claims for injunctive relief, penalties (including
4 PAGA civil penalties and statutory penalties), interest, fees, and costs.

5 31. “Released Claims Period” means the period from May 10, 2018 through August 31, 2024.

6 32. “Released Parties” means Defendants Prestige Design Center, Inc., Pacific Stone Design
7 Center, Inc., Pacific Stone Construction, Inc. and their past and present parents, subsidiaries,
8 divisions, affiliates, predecessors, successors, and assigns, and each of their past and present
9 shareholders, owners, managers, members, officers, directors, employees, agents, trustees,
10 attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
11 as well as Hootan Ataian and his heirs, successors, assigns, and estate, and any other individual or
12 entity which could be liable for any of the Released Claims.

13 33. “Request for Exclusion” means a timely letter submitted by a Class Member
14 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) include
15 the case name and number; (b) contain the full name, address, telephone number, and the last four
16 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that
17 the Class Member does not wish to be included in the Settlement; (d) be signed by the Class Member;
18 (e) be returned by mail to the Settlement Administrator at the specified address; and (f)
19 be postmarked on or before the Response Deadline. The date of the postmark on the return mailing
20 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
21 submitted. A Class Member who does not request exclusion from the Settlement will be deemed
22 a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement
23 is granted final approval by the Court.

24 34. “Response Deadline” means the deadline by which Class Members must mail to the
25 Settlement Administrator a valid Request for Exclusion or Notice of Objection. The Response
26 Deadline will be thirty (30) calendar days from the initial mailing of the Notice Packet by the
27 Settlement Administrator, unless the 30th falls on a Sunday or Federal holiday, in which case the
28 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under

no circumstances will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

35. "Settlement Administrator" means CPT Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement pursuant to the terms of this Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment, including, without limitation, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts to be paid to each Participating Class Member and PAGA Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administrator shall agree to confidentiality terms as may be required by Defendants regarding personal and private data provided to the Settlement Administrator and shall work with Class Counsel and counsel for Defendants to implement and administer appropriate fraud-prevention policies. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Settlement Administration Costs" means the costs approved by the Court to be paid to the Settlement Administrator for administering this Settlement. The Settlement Administration Costs will be paid from the Maximum Base Settlement Amount, including, if necessary, any such costs in excess of the amount estimated by the Settlement Administrator as being necessary to administer the Settlement. The Settlement Administration Costs are currently estimated not to exceed \$15,000.

37. "Status Weeks" means the number of calendar weeks in which non-exempt employees who are Class Members in California during the Class Period and PAGA Members during the PAGA Period, worked for Defendants in California, which shall be calculated by the Settlement Administrator based on the number of calendar weeks during the Class Period and PAGA Period as maintained by Defendants. The Maximum Base Settlement Amount encompasses 7,202.5 Status Weeks from May 10, 2018 through August 31, 2024.

1 **TERMS OF AGREEMENT**

2 38. NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set
3 forth herein, the Parties agree, subject to the Court's approval, that the Actions shall be completely
4 settled and concluded by agreement of Defendants to pay the Maximum Base Settlement Amount in
5 consideration for the Releases set forth below and other terms herein as follows:

6 39. Funding of the Settlement Amount. Within five (5) calendar days after the Effective Date,
7 the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid
8 by Defendants pursuant to the terms of the Settlement. Within seven (7) calendar days of receiving
9 the accounting of the final amounts to be paid from the Settlement Administrator, Defendants will
10 make a one-time payment of Five Hundred Twenty Seven Thousand Seven Hundred Fifty Two
11 Dollars and Ninety Three Cents (\$527,752.93) ("Maximum Base Settlement Amount") into a
12 Qualified Settlement Fund Account to be established by the Settlement Administrator. Within five
13 (5) business days of the funding of the Qualified Settlement Fund Account, the Settlement
14 Administrator will issue payments to (a) Participating Class Members and PAGA Members; (b) the
15 Labor and Workforce Development Agency ("LWDA"); (c) Plaintiffs; and (d) Class Counsel. The
16 Settlement Administrator will also issue a payment to itself for Court-approved services performed
in connection with the Settlement.

17 The Parties agree that Qualified Settlement Fund Account will qualify and be characterized as
18 a Qualified Settlement Fund ("QSF") under the provisions of the U.S. Treasury Regulations 1.468B-
19 1 and 1.468B-5, and the QSF will be taxed as a separate entity for purposes of all federal, state and
20 local taxes, and further agree to treat the QSF consistent therewith, that the QSF will be considered
21 the employer of the Settlement Class/PAGA Members for purposes of determining all tax
22 obligations associated with the QSF and payments under this Agreement. All expenses and costs
23 incurred in connection with the operation and implementation of this provision shall be paid from
24 the QSF by the Settlement Administrator.

25 Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion
26 by Class Counsel for Attorneys' Fees up to 35% of the Maximum Base Settlement Amount, in
27 addition to reasonable costs and expenses of litigation not to exceed \$15,705.47, subject to Court
28 approval. The amount of Attorneys' Fees and Costs awarded by the Court shall represent payment

1 for all claims for Class Counsel's attorneys' fees and costs, past and future, incurred in the Actions.
2 The Attorneys' Fees and Costs shall be paid from the Qualified Settlement Fund Account, and
3 Defendants shall not otherwise be required to pay any portion of Plaintiffs' or the Class Members'
4 attorneys' fees, costs, or expenses. The Attorneys' Fees and Costs Award shall be paid to Class
5 Counsel following the Effective Date as provided herein. Any amounts of attorneys' fees and costs
6 applied for but not awarded by the Court to Class Counsel shall become part of the Net Settlement
7 Amount. An award by the Court of attorneys' fees or costs that is less than the amounts applied for
8 will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement.

9 40. Class Representatives' Enhancement Payment. In exchange for a general release of all
10 claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class
11 Members and PAGA Members and negotiating the Settlement, Defendants agree not to oppose or
12 impede any application or motion by Plaintiffs for a Class Representative Enhancement Payment of
13 up to Two Thousand Five Hundred Dollars (\$2,500) to each Plaintiff, totaling \$10,000.00 out of
14 the Maximum Base Settlement Amount. The Class Representative Enhancement Payment will
15 be in addition to Plaintiffs' respective Individual Settlement Payments as Participating Class
16 Members and PAGA Members paid pursuant to the Settlement.

17 41. Release Provisions

18 a. **Participating Class Members' Release.** Upon the date Defendants deposit the
19 Maximum Base Settlement Amount into the QSF, Plaintiffs, on behalf of
20 themselves and all Participating Class Members, including their heirs, agents,
21 successors, assigns and estates, shall be deemed to have fully, finally and forever
22 released and discharged Released Parties from the Released Claims through the Class
23 Period.

24 b. **Plaintiffs, State of California, and PAGA Member Release.** Upon the date
25 Defendants deposit the Maximum Base Settlement Amount into the QSF,
26 Plaintiffs, on behalf of themselves and the State of California, and all PAGA
27 Members, including their heirs, agents, successors, assigns and estates, shall be
28 deemed to have fully, finally and forever released and discharged the Released Parties
from the Released Claims through the PAGA Period.

1 42. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable
2 costs of administration of the Settlement and distribution of payments from the Maximum Base
3 Settlement Amount, currently estimated to be \$10,000.00. Settlement Administration Costs, will include,
4 *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
5 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Base Settlement
6 Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

7 43. Labor and Workforce Development Agency ("LWDA") Payment. Subject to Court
8 approval, the Parties agree that the amount of One Hundred Thousand Dollars and Zero Cents
9 (\$100,000.00) of the Maximum Base Settlement Amount will be designated for satisfaction of
10 Plaintiffs and PAGA Members' PAGA claims and that such amount is a fair and reasonable
11 settlement of that claim and this Settlement fully and finally resolves such claim. Pursuant to the
12 PAGA, 75%, *i.e.*, Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) of this sum will be
13 paid to the LWDA and 25%, *i.e.*, Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
14 will be distributed to the PAGA Members. Each PAGA Member's share of the 25% portion of
15 the LWDA Payment will be determined by dividing their total Status Weeks earned within the
16 PAGA Period by the total Status Weeks earned by all PAGA Members within the PAGA Period.
17 That fraction will then be multiplied by the 25% portion of the LWDA Payment to arrive at the
18 PAGA Member's individual share. These payments to PAGA Members shall be characterized as
19 100% penalties and will be added to any Individual Settlement Payment provided herein.

20 The Parties agree that, as to the PAGA claim, no PAGA Member may request exclusion from
21 that portion of the Settlement and, absent an order granting leave to intervene in the Actions,
22 no individual has standing to object to this Settlement with respect to the PAGA claim. Any
23 Class Member who is also a PAGA Member and requests exclusion from the Settlement Class
24 will still receive their portion of the LWDA Payment as set forth above and will be bound by
25 the PAGA Member Release set forth above.

26 Class Counsel will submit a copy of this Settlement Agreement to the LWDA as required by
27 Labor Code section 2699(1)(2). Class Counsel will attach a copy of the confirmation of submission
28 of the Settlement Agreement to the LWDA as an exhibit to their motion for preliminary approval

1 and will submit a copy of the Final Approval Order and Judgment to the LWDA within 10 days
2 of entry, as required by Labor Code section 2699(1)(3).

3 44. Net Settlement Amount. The Net Settlement Amount will be used to make the
4 Individual Settlement Payments to Participating Class Members from the Settlement Class
5 in accordance with the terms of this Agreement.

6 45. Non-reversionary Settlement. No portion of the Maximum Base Settlement Amount will
7 revert to Defendants.

8 46. Individual Settlement Payment Calculations. Individual Settlement Payments to
9 Participating Class Members will be calculated and apportioned from the Net Settlement Amount
10 based on the number of Status Weeks a Participating Class Member worked during the Class Period.
11 Specific calculations of Individual Settlement Payments will be made as follows:

- 12 a. The Settlement Administrator will calculate the number of Status Weeks earned
13 by each Participating Class Member during the Class Period, the amount to be paid
14 per Status Week, and the Individual Settlement Payments to eligible Participating
15 Class Members.
- 16 b. Defendants' non-exempt employee data will be presumed to be correct, unless a
17 particular Participating Class Member proves otherwise to the Settlement
18 Administrator by credible evidence.
- 19 c. The Individual Settlement Payments will be determined by dividing the Net
20 Settlement Amount by the total number of Status Weeks for all Participating Class
21 Members, resulting in the Status Weeks Value, and then multiplying the Status
22 Weeks Value by the number of Status Weeks worked by each Participating Class
23 Member. Individual Settlement Payments will be characterized fifty percent (50%)
24 as wages and fifty percent (50%) as penalties and interest.

25 47. Individual Settlement Payments Do Not Trigger Additional Benefits. Defendants shall
26 have fully discharged their obligations to Plaintiffs and the Participating Class Members
27 through the remittance of the Maximum Base Settlement Amount to the Settlement
28 Administrator, regardless of whether the checks for Individual Settlement Payments are actually
received and/or negotiated by Participating Class Members. Once Defendants has remitted the

1 Maximum Base Settlement Amount in accordance with this Settlement Agreement, Defendants
2 will be deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be
3 entitled to all protections afforded under this Settlement, and shall have no further obligations
4 under the terms of the Settlement, regardless of what occurs with respect to the further
5 administration of the Settlement. It is expressly understood and agreed that the receipt of such
6 Individual Settlement Payments will not entitle any Participating Class Member to additional
7 compensation or benefits under any company bonus, contest or other compensation or benefit
8 plan or agreement in place during the period covered by the Settlement, nor will it entitle any
9 Participating Class Member to any retirement, 401(k) benefits or matching benefits, or deferred
10 compensation benefits. It is the Parties' intent that the Individual Settlement Payments provided
11 for in this Settlement are the sole payments to be made by Defendants to the Participating Class
12 Members in the Actions, and that the Participating Class Members are not entitled to any new or
13 additional compensation or benefits as a result of having received the Individual Settlement
14 Payment (notwithstanding any contrary language or agreement in any benefit or compensation plan
document that might have been in effect during the period covered by this Settlement).

15 48. Settlement Administration Process. The Parties agree to cooperate in the administration of
16 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
17 incurred in administration of the Settlement. Without prejudice to any other remedies, the
18 Settlement Administrator shall hold Plaintiffs, Class Counsel, Defendants, and counsel for
19 Defendants harmless from and against all liabilities, claims, causes of action, costs, and expenses
20 (including legal fees and expenses) arising out of any failure to timely or properly compensate
21 Participating Class Members as provided for in this Agreement. No person shall have any claim
22 against any of the Released Parties, counsel for Defendants, Plaintiffs, the Class Members, Class
23 Counsel, or the Settlement Administrator based on mailings, distributions, and payments made
24 in accordance with or pursuant to this Agreement.

25 49. Delivery of the Class List. Within five (5) calendar days of entry of Preliminary
26 Approval, Defendants will provide the Class List to the Settlement Administrator. The information
27 Defendants provide to the Settlement Administrator shall be used solely to administer the terms
28 of the Settlement Agreement as described herein, shall remain confidential, and shall not be

disclosed to anyone, except pursuant to the express written authorization of Defendants, by order of the Court, or to the extent necessary to fulfill the Settlement Administrator's reporting obligations hereunder. Within five (5) calendar days of receipt of the Class List, the Settlement Administrator shall confirm to Class Counsel and counsel for Defendants:

- a. the total number of unique individuals contained in the Class List; and
- b. the total number of Status Weeks between the start of the Class Period and August 31, 2024

50. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving the Class List, the Settlement Administrator will perform a National Change of Address database check and shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the mailing addresses identified in the Class List. There will not be a claim process requirement and, as such, Class Members will not receive, nor will they be required to submit a claim form to receive their Individual Settlement Payments.

51. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes.

52. Time for Objections and Requests for Exclusion. Any Class Member that wants to submit a Notice of Objection to the Settlement or Request for Exclusion must do so by the Response Deadline.

53. Notice Packets. All Class Members will be mailed a Notice Packet by the Settlement Administrator. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of Status Weeks each respective Class Member or PAGA Member performed work for Defendants during the Class Period and PAGA Period; (e) each Class Member's or PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) information regarding disputing Status Weeks or making Requests for Exclusion or submitting Notices of Objections; (h) the deadlines by which the Class Member or PAGA Member must mail

any dispute of Status Weeks, Request for Exclusion, or Notice of Objections to the Settlement;
(i) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.
Neither the Settlement Administrator, Plaintiffs, Class Counsel, Defendants, or counsel for
Defendants shall be required to notify any Class Member or PAGA Member of any changes to
the date of the final approval hearing. For every Class Member or PAGA Member where the
Notice Packet is returned after mailing with a forwarding address, the Settlement Administrator shall
re-mail the Notice Packet to the forwarding address. For every Class Member or PAGA Member
where the Notice Packet is returned after mailing without a forwarding address, the Settlement
Administrator shall perform one “skip trace” search in a consumer information database comparable
to Accurint in an effort to locate a current address. It shall be presumed that each Class Member
or PAGA Member whose Notice Packet is not returned to the Settlement Administrator as
undeliverable within the 45-day notice period has actually received the Notice Packet. The
Response Deadline for any Settlement Class Member who is re-mailed a Notice Packet shall be
fifteen (15) calendar days from the date of the re- mailing or the original thirty (30) calendar day
deadline, whichever is later. If the Response Deadline for any Class Member is later than the
original 30-day notice period, the Settlement Administrator shall include a letter with the Notice
Packet advising the Class Member of the adjustment to the Response Deadline.

54. Disputed Information in Notice Packets. Participating Class Members and PAGA
Members may dispute the number of Status Weeks they worked during the Class Period or PAGA
Period by submitting a written Status Weeks dispute to the Settlement Administrator, which should
include the Participating Class Member’s or PAGA Member’s (a) full name, signature, address,
telephone number, and the last four digits of the Class Member’s or PAGA Member’s Social
Security number; (b) the number of Status Weeks the Participating Class Member or PAGA Member
contends is correct; and (c) any evidence supporting the Participating Class Member's or PAGA
Member's contention. Absent evidence rebutting Defendants’ records, Defendants’ records will
be presumed determinative. However, if a Participating Class Member or PAGA Member
produces evidence to the contrary, the Parties will evaluate the evidence submitted by the
Participating Class Member or PAGA Member and the Settlement Administrator will make the
final decision as to the number of eligible Status Weeks that should be applied and/or the Individual

1 Settlement Payment to which the Participating Class Member or PAGA Member may be entitled.
2 Participating Class Members or PAGA Members shall have until the Response Deadline to
3 provide evidence to the Settlement Administrator demonstrating that the number of Status Weeks
4 to which they have been credited is incorrect.

5 55. Settlement Checks. The expiration date on the Individual Settlement Payment checks and
6 LWDA Payment checks to PAGA Members will be one hundred and eighty (180) calendar days
7 from the date the checks are issued. If a Participating Class Member or PAGA Member does not cash
8 his or her check within 180 days, the check will be cancelled. Pursuant to California Code of Civil
9 Procedure section 384, all funds associated with such cancelled checks will be transmitted to
10 the State Controller's fund in the name of the applicable Participating Class Member and/or
11 PAGA Member. Participating Class Members and PAGA Members whose checks are cancelled
12 shall, nevertheless, be bound by this Settlement Agreement.

13 56. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the
14 Settlement Agreement must mail a written Request for Exclusion to the Settlement Administrator
15 containing the information specified in Paragraph 34 and within the Response Deadline. The date
16 of the postmark on the return mailing envelope will be the exclusive means to determine whether
17 a Request for Exclusion has been timely submitted. The Settlement Administrator will provide
18 Class Counsel and counsel for Defendants with a list of those individuals who have submitted
19 Requests for Exclusion within five (5) days after the Response Deadline, and indicate whether
20 such requests are valid and were timely, to be supplemented as needed. Any Class Member who
21 submits a Request for Exclusion is prohibited from making any objection to the Settlement
22 Agreement. In the event a Class Member submits both a Notice of Objection and a Request for
23 Exclusion, the Request for Exclusion will govern.

24 57. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
25 Member who does not affirmatively Request Exclusion from the Settlement Agreement by
26 submitting a timely and valid Request for Exclusion shall be considered a Participating Class
27 Member and will be bound by all of the terms of the Settlement, including those pertaining to
28 the Released Claims and the above Releases, as well as any Final Approval Order and Judgment
that may be entered by the Court if it grants final approval to the Settlement. The entry of the

1 Final Approval Order and Judgment approving this Settlement and which discharges Defendants
2 and Released Parties from liability as set forth in the Releases above, including for any and all
3 of the Released Claims, shall have *res judicata* effect and bar Plaintiff and Participating Class
4 Members and PAGA Members from bringing any actions or claims asserting the Released Claims
5 or claim under PAGA.

6 58. Written Objection Procedures. Plaintiffs may not object to the Settlement. To object to the
7 Settlement Agreement in writing, a Participating Class Member must mail a valid Notice of
8 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
9 Objection must be signed by the Participating Class Member and contain all information required
10 by paragraph 26 of this Settlement Agreement. The postmark date will be the exclusive means
11 for determining that the Notice of Objection is timely. Absent good cause found by the Court,
12 Participating Class Members who fail to object in writing will be deemed to have waived all written
13 objections, and will be foreclosed from making written objections and seeking any adjudication
14 or review of such written objections, whether by appeal or otherwise, to the Settlement
15 Agreement. Aside from these procedures governing written objections, the Court will otherwise
16 control the acceptance of any objections prior to, or made at the final approval hearing. At no time
17 will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
18 Members to submit Notices of Objection to the Settlement Agreement or appeal from the Final
19 Approval Order and Judgment.

20 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
21 Settlement Administrator will provide Defendants' counsel and Class Counsel with a weekly report
22 which certifies: (a) the number of Notice Packets mailed and the number remailed and any revised
23 Response Deadlines due to remailing; (b) the number of Participating Class Members or PAGA
24 Member from the Settlement Class who have submitted a dispute of Status Weeks; (c) the number
25 of Class Members who have submitted Requests for Exclusion or Notices of Objection and whether
26 they are timely and valid; and (d) whether any Class Member has submitted a challenge to any other
27 information contained in their Notice Packet. Additionally, the Settlement Administrator will
28 provide to counsel for both Parties any updated reports regarding the administration of the
Settlement Agreement as needed or requested.

1 60. Payroll Taxes. In accordance with this Settlement, the payment of the Maximum Base
2 Settlement Amount approved by the Court shall, to the fullest extent possible, resolve, satisfy and
3 completely extinguish all of Defendants' liability with respect to the Settlement Class, including
4 for the "employer" portion of payroll taxes applicable to amounts allocated to extinguish wage
5 claims, to be calculated by the Settlement Administrator and drawn from the Net Settlement
6 Amount.

7 61. Certification of Completion. Upon completion of administration of the Settlement, the
8 Settlement Administrator will provide a written declaration under oath to certify such completion to
9 the Court and counsel for all Parties.

10 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
11 be characterized as follows: 50% of each Individual Settlement Payment will be considered
12 wages, and 50% will be considered unpaid interest and penalties. The portion allocated to wages
13 will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will
14 be reported on an IRS Form-1099 by the Settlement Administrator.

15 63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
16 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and
17 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
18 pursuant to this Agreement. The Settlement Administrator will also be responsible for forwarding
19 all payroll taxes and penalties to the appropriate government authorities.

20 64. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
21 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying
22 on any statement, representation, or calculation by Defendants, counsel for Defendants, or by the
23 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree they
24 will be solely responsible for the payment of any taxes and penalties assessed on the payments
25 described herein.

26 65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
27 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
28 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND

1 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE
2 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
3 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
4 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
5 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
6 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
7 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
8 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
9 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
10 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
11 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
12 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
13 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
15 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
16 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
17 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
18 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
19 TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

24 67. Duties of the Parties Prior to Court Approval. Class Counsel shall prepare Plaintiffs'
25 Motion for Preliminary Approval. The motion shall seek a determination by the Court as to the
26 Settlement's fairness, adequacy, and reasonableness and shall apply to the Court for the entry of
27 an order:

- 28 a. Scheduling a final approval hearing on the question of whether the Settlement,
including payment of the Attorneys' Fees and Costs and Class Representative

Enhancement Payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;

- b. Conditionally certifying the Settlement Class for settlement purposes only;
- c. Approving, as to form and content, the proposed Notice of Class Action Settlement;
- d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein;
- e. Directing the mailing of the Notice of Class Action Settlement, by first class mail to the Class Members; and
- f. Preliminarily approving the Settlement subject only to the objections of Participating Class Members and final review by the Court.

68. Duties of the Parties Following Preliminary Approval. Following preliminary approval by the Court of this Settlement Agreement, Class Counsel will prepare a proposed Final Approval Order and Judgment for review by counsel for Defendants and submission to the Court:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- c. Approving the Class Representative Enhancement Payment to the Class Representative; and
- d. Entering judgment in this Action, with a reservation of continuing jurisdiction by the Court over the Settlement Agreement and its implementation.

69. Non-Cooperation with Third Party Claims. Unless compelled by a validly issued subpoena or court order, Plaintiffs agree not to invite, solicit, initiate, participate, or otherwise cooperate in any way in any legal or adversary proceedings, potential legal or adversary proceedings, or in any other public or private activity, taken against Released Parties, which may be contemplated or initiated by any persons or entities not a party to this Settlement Agreement, regarding any of the claims released by this Settlement Agreement. Nothing within this Settlement Agreement is intended to prevent or interfere with Plaintiffs' participation in any investigation, hearing, or proceeding conducted by any governmental agency, in accordance with applicable law. In no

1 event shall Plaintiffs and Class Counsel use confidential information produced subject to the
2 protective order entered in the Actions. Nothing in this paragraph shall be construed as
3 precluding Class Counsel from representing any person adverse to the Released Parties in the future.

4 70. Nullification of Settlement Agreement. In the event that the Settlement is barred by
5 operation of law, or any material portion is invalidated, or ordered not to be carried out by a court
6 of competent jurisdiction, this Settlement Agreement, and any documents generated to bring it into
7 effect, will be null and void. Any order of judgment entered by the Court in furtherance of this
8 Settlement Agreement will likewise be treated as void from the beginning, and all Parties to this
9 Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement
10 Agreement had been neither entered into nor filed with the Court. Defendants will cease to
11 have any obligation to pay any portion of the Maximum Base Settlement Amount or any
12 amount to the Settlement Administrator, or any other party under the terms of this Agreement
13 and all previous disbursements made by Defendants to the Settlement Administrator will be
14 returned to Defendants. Any Settlement Administration Costs incurred will be split equally between
15 the Parties.

16 71. Rescission of Settlement Agreement (by Defendants). If more than 10% of the Class
17 Members request exclusion from the Settlement, Defendants may, at its election, rescind or
18 void the Settlement and all actions taken in furtherance of it will thereby be null and void.
19 Defendants must exercise this right of rescission or to void the Settlement Agreement, in writing, to
20 Class Counsel and with a copy to the Settlement Administrator within ten (10) business days
21 after the Settlement Administrator notifies the Parties of receipt of more than fifteen Requests for
22 Exclusion. If the option to rescind or void is exercised, then Defendants shall be solely
23 responsible for all costs of the settlement administration accrued to that point, not to exceed the
24 amount approved by the Court in Preliminary Approval. If Defendants exercise this option, the
25 Parties shall return to their respective positions that existed before the execution of this Settlement
26 Agreement, and no term of this Settlement Agreement or any draft thereof, or the negotiation,
27 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect
28 or be admissible as evidence for any purpose in the Action, or in any other proceeding.

72. Termination of Settlement. Either Party may terminate this Settlement only if the Court

declines to enter Preliminary Approval or the Final Approval Order and Judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. However, before terminating the Settlement, the Parties agree to meet and confer in good faith to bring the Settlement into compliance with any Court Order.

73. Public Statements. The Parties and their respective counsel shall not hold any press conferences or issue any press releases with respect to this Settlement which identify Defendants at any time. Until Plaintiffs submit the motion for preliminary approval to the Court, the Parties and their respective counsel shall keep the terms of this Settlement Agreement confidential. Prior to final approval of this Settlement, the Parties and their respective counsel will not discuss the Actions or the Settlement or otherwise disclose the terms of this Settlement Agreement with third parties other than Class Members and the Settlement Administrator, except (1) as required by law, (2) as necessary to effectuate this Settlement Agreement, and (3) to the Parties' tax advisors. The Parties and their counsel shall not engage in any publicity, including website or social media postings, of any type related to the Actions or this Settlement, insofar as such publicity identifies Defendants by name or the specifics of their unique type of business, which would render Defendants' identities easily ascertainable. Notwithstanding the specific limitations to public disclosure identified herein, any counsel for the Parties may (1) publicly identify the case as involving the alleged misclassification of rideshare drivers and the amount of the Maximum Base Settlement Amount, and (2) shall not be precluded from disclosing the Parties to the lawsuit and the fact that the matter settled to a Court or other tribunal of competent jurisdiction. Furthermore, nothing herein limits Plaintiffs' or any PAGA or Class Member's ability to communicate with any government agency or otherwise cooperate in any investigation or proceeding that may be conducted by any government agency.

74. Continued Jurisdiction. Upon entry of, and to be included in the Final Approval Order and Judgment, the Court will retain and have continuing jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms of this Settlement.

75. Entire Agreement. This Settlement Agreement and any attached Exhibits constitutes the entirety of the Parties' Settlement. No other prior or contemporaneous written or oral agreements

1 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code
2 section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written
3 agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic
4 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
5 modify, vary or contradict the terms of this Settlement Agreement.

6 76. Amendment or Modification. This Settlement Agreement may be amended or modified
7 only by a written instrument signed by the Parties and counsel for all Parties or their successors-
8 in-interest.

9 77. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
12 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
13 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
14 counsel will cooperate with each other and use their best efforts to effect the implementation of
15 the Settlement. If the Parties are unable to reach agreement on the form or content of any
16 document needed to implement the Settlement, or on any supplemental provisions that may become
17 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
18 to resolve such disagreement.

19 78. Signatories. It is agreed that because the members of the Settlement Class are so
20 numerous, it is impossible or impractical to have each member of the Settlement Class execute this
21 Settlement Agreement. The Notice of Class Action Settlement, attached hereto as **Exhibit A**,
22 will advise all Class Members and PAGA Members of the binding nature of the Releases
23 contained herein, and the Releases shall have the same force and effect as if this Settlement
24 Agreement were executed by each Participating Class Member and PAGA Member.

25 79. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
26 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 80. California Law Governs. All terms of this Settlement Agreement hereto will be governed
28 by and interpreted according to the laws of the State of California.

81. Execution and Counterparts. This Settlement Agreement is subject only to the execution

1 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts.
2 All executed counterparts and each of them, including facsimile and scanned copies of the
3 signature page, will be deemed to be one and the same instrument provided that counsel for the
4 Parties will exchange among themselves original signed counterparts.

5 82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arms'-length negotiations and in the context of adversarial litigation,
8 taking into account all relevant factors, present and potential. The Parties further acknowledge that
9 they are each represented by competent counsel and that they have had an opportunity to consult
10 with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

11 In addition, the Mediator may execute a declaration supporting the Settlement and the
12 reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss
13 the Settlement and whether or not the Settlement is objectively fair and reasonable.

14 83. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement
17 Agreement valid and enforceable.

18 84. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
19 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms
20 herein and further waives any right to submit a Request for Exclusion or Notice of Objection.

21 85. Appeals. Except for the Court's award for Attorneys' Fees and Costs, any Party may appeal
22 any court order that materially alters the Settlement Agreement's terms.

23 86. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the
24 dispute that has arisen between them and to avoid the burden, expense and risk of continued
25 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically
26 deny, they have violated any state, federal, or local law; violated any regulations or guidelines
27 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
28 breached any contract; violated or breached and duty engaged in any misrepresentation or
deception; or engaged in any other unlawful conduct with respect to Class Members or PAGA

1 Members. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
2 negotiations connected with it, shall be construed as an admission or concession by Defendants of
3 any such violations or failures to comply with any applicable law. Except as necessary in a
4 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
5 terms and provisions shall not be offered or received as evidence in any action or proceeding to
6 establish any liability or admission on the part of Defendants or to establish the existence of any
7 condition constituting a violation of, or a non-compliance with state, federal, local or other
8 applicable law.

9 87. Captions. The captions and section numbers in this Settlement Agreement are inserted
10 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent
11 of the provisions of this Settlement Agreement.

12 88. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
13 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
14 constitute a further waiver by such party of the same or any other condition, covenant, right or
15 remedy.

16 89. Enforcement Actions. In the event of a dispute concerning the enforcement of any
17 provision of this Settlement Agreement or breach of a term of this Settlement Agreement, notice
18 must be mailed to counsel for all Parties. Upon receipt, counsel for the Parties shall meet and confer
19 in a good faith attempt to resolve the dispute for period not to exceed ten (10) days. In the event
20 those efforts are unsuccessful, the dispute shall be submitted to the Mediator. If the mediation
21 is not successful and one or more of the Parties institutes any legal action or other proceeding
22 against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare
23 rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be
24 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
25 including expert witness fees incurred in connection with any enforcement actions.

26 90. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
28 construed more strictly against one party than another merely by virtue of the fact that it may have
been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length

1 negotiations between the Parties, all Parties have contributed equally to the preparation of this
2 Settlement Agreement.

3 91. Representation By Counsel. The Parties acknowledge that they have been represented
4 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement,
5 and that this Settlement Agreement has been executed with the consent and advice of counsel and
6 reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens
7 on the Settlement Agreement.

8 92. All Terms Subject to Final Court Approval. All amounts and procedures described in this
9 Settlement Agreement herein will be subject to final Court approval.

10 93. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
11 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
12 Settlement Agreement.

13 94. Integration Clause. This Settlement Agreement and the accepted Mediator's Proposal
14 contains the entire agreement between the Parties relating to the Settlement and transactions
15 contemplated hereby, and all prior or contemporaneous agreements
16 understandings, representations, and statements, whether oral or written and whether by a party or
17 such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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

23 96. Stay of Discovery and 5-Year Deadline. All deadlines pertaining to outstanding written
24 discovery, motions to compel, and the deadline for Plaintiffs to bring their case to trial pursuant
25 to California Code of Civil Procedure 585.310(a) are hereby stayed until the Effective Date.

26 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
27 Stipulation of Class and PAGA Action Settlement and Release between Plaintiffs and Defendants
28 as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

1 **PLAINTIFF:**

2 10 / 14 / 2024
3 Dated: _____



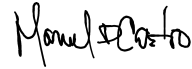
Rolando Viramontes

4 10 / 14 / 2024
5 Dated: _____



Juan Vaquerano

6 10 / 14 / 2024
7 Dated: _____



Manuel Castro

8
9 10 / 14 / 2024
10 Dated: _____



Alonso Jimenez

11 **DEFENDANTS:**

12
13 Dated: _____

Prestige Design Center, Inc.
By:
Its:

14
15
16
17 Dated: _____

Pacific Stone Design Center, Inc.
By:
Its:

18
19
20
21 Dated: _____

Pacific Stone Construction, Inc.
By:
Its:

22
23
24
25 Dated: _____

Hootan Ataian

1 **PLAINTIFF:**

2 Dated: _____
3

Rolando Viramontes

4
5 Dated: _____
6

Juan Vaquerano

7 Dated: _____
8

Manuel Castro

9 Dated: _____
10

Alonso Jimenez

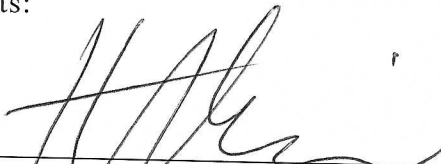
11 **DEFENDANTS:**

12
13 Dated: 10/7/2024
14



Prestige Design Center, Inc.
By:
Its:

15
16
17 Dated: 10/7/2024
18



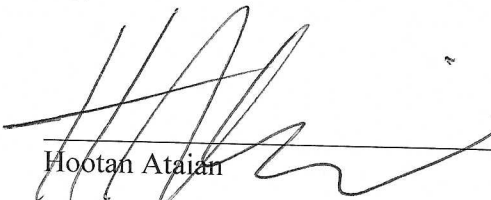
Pacific Stone Design Center, Inc.
By:
Its:

19
20
21 Dated: 10/7/2024
22



Pacific Stone Construction, Inc.
By:
Its:

23
24
25 Dated: 10/7/2024
26



Hootan Ataian