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RAYMOND L. SMITH, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

CAMILO LOPEZ, INC. dba C.L.
CONCRETE, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 20STCV47555

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Assigned for all purposes to Judge David S.
Cunningham, Dept. 11

Action Filed: December 14, 2020

1 IT IS HEREBY STIPULATED, by and between Plaintiff Raymond L. Smith
2 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Camilo
3 Lopez, Inc. dba C.L. Concrete (“Defendant”), and subject to the approval of the Court, that the
4 Action is hereby compromised and settled pursuant to the terms and conditions set forth in this
5 Stipulation of Class Action and PAGA Settlement (“Stipulation”) and that the Court shall make
6 and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and
7 subject to the definitions, recitals, and terms set forth herein which by this reference become an
8 integral part of this Stipulation. As defined below, Plaintiff and Defendant shall be collectively
9 referred to herein as “the Parties.”

10 **DEFINITIONS**

11 1. “Action” means the putative class and representative action entitled *Raymond L.*
12 *Smith v. Camilo Lopez, Inc. dba C.L. Concrete*, filed in the Superior Court of California, County
13 of Los Angeles, Case No. 20STCV47555, filed on December 14, 2020.

14 2. “Class Counsel” means CounselOne, P.C., including Anthony Orshanksy, Esq.
15 and Jennifer L. Connor, Esq.

16 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of the Action (not to exceed 35% of the sum of the Maximum
18 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection
19 with the Action (not to exceed \$15,000.00).

20 4. “Class Information” means information regarding Class Members that Defendant
21 shall in good faith compile from their records and shall be authorized by the Court to transmit in
22 a secured manner to the Settlement Administrator and which the Settlement Administrator shall
23 agree in writing to maintain in a secure manner. Class Information shall be transmitted in
24 electronic form and shall include each Class Member’s: full name; last known address; last
25 known telephone number; Social Security number; start and end dates of active employment as
26 a non-exempt employee; Qualified Pay Periods; Qualified PAGA Pay Periods.

27 5. “Class Members” means all current and former non-exempt employees who
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1 worked for Defendant Camilo Lopez, Inc. dba C.L. Concrete in the State of California at any
2 time during the Class Period.

3 6. “Class Notice” means the Notice of Class Action and PAGA Settlement,
4 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
5 which the Settlement Administrator shall mail to each Class Member explaining the terms of
6 this Stipulation and Settlement.

7 7. “Class Period” means the period from December 14, 2016 through January 3,
8 2022.

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

13 9. “Complaint” means the operative complaint on file in the Action, namely
14 Plaintiff’s Complaint filed on December 14, 2020.

15 10. “Court” means the Superior Court of California for the County of Los Angeles.

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

18 12. “Defendant” means Defendant Camilo Lopez, Inc. dba C.L. Concrete.

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

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

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

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

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

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

20 19. “Information Sheet” means the form that shall be prepared by the Settlement
21 Administrator and sent to each Class Member that sets forth that Class Member’s Qualified Pay
22 Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as
23 the estimated PAGA Payment for each PAGA Group Member, substantially in the form
24 attached as **Exhibit 2.**

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

26 21. “Maximum Settlement Amount” means the maximum amount Defendant shall
27 have to pay in connection with this Settlement, by way of a common fund, which shall be
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1 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
2 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
3 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
4 revert to Defendant. Subject to Court approval and the terms of this Stipulation, the Maximum
5 Settlement Amount Defendant shall be required to pay is Three Hundred Twenty-Five
6 Thousand Dollars (\$325,000.00). The Employer's Share of Payroll Taxes shall be paid
7 separately from and in addition to the Maximum Settlement Amount.

8 22. "Net Settlement Amount" means the Maximum Settlement Amount, less the
9 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
10 the Class Representative Service Award.

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

14 24. "Objection" means the submission by which any Participating Class Members
15 who object to the terms of the Settlement must submit to the Settlement Administrator by the
16 Response Deadline.

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

19 26. "PAGA Group Members" means all Class Members employed by Defendant in
20 California during the PAGA Period and irrespective of whether they submit an Exclusion Form.

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

23 28. "PAGA Period" means the period from December 14, 2019 through January 3,
24 2022.

25 29. "PAGA Settlement Amount" means the portion of the Maximum Settlement
26 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
27 Amount is Twenty Thousand Dollars (\$20,000.00). Fifteen Thousand Dollars (\$15,000.00)
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1 shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five
2 Thousand Dollars (\$5,000.00) shall be distributed to PAGA Group Members as their PAGA
3 Payment.

4 30. "Participating Class Members" means Plaintiff and all other Class Members who
5 do not submit a valid and timely Exclusion Form.

6 31. "Parties" means Plaintiff and Defendant.

7 32. "Plaintiff" means Plaintiff Raymond L. Smith.

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

12 34. "Qualified Pay Periods" means the total number of weekly pay periods that a
13 Participating Class Member worked at least one (1) day that workweek for Defendant during the
14 Class Period.

15 35. "Qualified PAGA Pay Periods" means the total number of weekly pay periods
16 that a PAGA Group Member worked at least one (1) day that workweek for Defendant during
17 the PAGA Period.

18 36. "Released PAGA Claims" with respect to PAGA Group Members means all
19 claims arising during the PAGA Period for civil penalties that were brought or could have been
20 brought by the Labor Commissioner for the violations based on the facts alleged in Plaintiff's
21 pre-filing letter to the LWDA.

22 37. "Released Class Claims" with respect to the Participating Class Members (other
23 than Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature
24 and description, known and unknown, as alleged in the Complaint or that could have been
25 asserted in the Action based on the facts alleged, arising from or related to the following claims
26 against Defendant for: (i) failure to pay all regular wages, minimum wages, prevailing wages,
27 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof;
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(iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; and (ix) failure to maintain required payroll records (collectively, the "Released Claims"). The release period applicable to (i) – (ix) above shall apply to claims arising during the Class Period. This release excludes the release of claims not permitted by law.

38. "Released Claims," with respect to Plaintiff, means Plaintiff, for himself and on behalf of his agents, attorneys, representatives, successors, and assigns, forever releases Defendant Camilo Lopez, Inc. dba C.L. Concrete, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively "Released Parties" as further defined below in paragraph 39) from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement) including, but not limited to any actions relating to Plaintiff's employment with Defendant and/or the conclusion of that employment or any actions relating directly or indirectly to any transaction, affairs, or occurrences between them from the beginning of time and up to the Effective Date of this Stipulation, including, but not limited to all loss, liability, damages, claims, charges, complaints, demands, and causes of action under: (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) the Age Discrimination in

1 Employment Act/Older Workers Benefit Protection Act, 29 U.S.C. sections 621-634; (4) 29
2 U.S.C. section 206(d)(i) (equal pay); (5) the California Fair Employment and Housing Act; (6)
3 Title II of the Genetic Information Non-Disclosure Act (genetic information); (7) the California
4 Labor Code; (8) the Wage Orders issued by the California Industrial Welfare Commission
5 (wage and hour); (9) California Business and Professions Code section 17200 *et seq.*; (10) the
6 Fair Labor Standards Act; (11) the Americans with Disabilities Act; (12) The Occupational
7 Safety and Health Act; (13) other federal, state, or local laws; (14) any class or representative
8 action claims; and (15) any claims for wrongful termination of employment, constructive
9 discharge, retaliation, intentional and/or negligent infliction of emotional distress,
10 discrimination, harassment, hostile working conditions, misclassification of employment status,
11 breach of contract, and defamation. Plaintiff agrees he will not institute any actions, causes of
12 action, suits, debts, liens, claims, demands, known or unknown, in state or federal court, or with
13 any state, federal or local government agency against Released Parties for any released claims
14 arising from Plaintiff's employment or attributable to the separation of Plaintiff from
15 employment with Defendant. In the event Plaintiff becomes a party, representative, or member
16 of any claim against any of the Released Parties, Plaintiff agrees to waive Plaintiff's right to any
17 monetary award in such an action. Nothing in this Agreement is intended to waive any of the
18 following: (i) any rights Plaintiff may have to pension plan benefits and payments, and/or
19 disability payments from the Released Parties; (ii) any rights Plaintiff may have to pension plan
20 benefits and payments, including disability related benefits provided through the Construction
21 Laborers Pension Trust for Southern California and its administrators, and their predecessors
22 and successors; (iii) any rights Plaintiff may have to workers' compensation benefits and/or
23 unemployment insurance benefits in accordance with applicable law; (iv) claims that may arise
24 after the Parties sign this Agreement; (v) claims which cannot be released by private agreement;
25 or (vi) any rights to enforce this Agreement.

26 39. "Released Parties" means Defendant Camilo Lopez, Inc. dba C.L. Concrete, and
27 its past, present and/or future, direct and/or indirect, officers, directors, members, managers,
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employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

40. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packet to Class Members and the last date on which Class Members may submit an Exclusion Form, submit a settlement payment dispute, or object.

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

42. “Settlement Administration Costs” means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Maximum Settlement Amount, not to exceed Fifteen Thousand Dollars (\$15,000.00), including, but not limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Payments, the PAGA Settlement Amount, Class Representative Service Award, and Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (viii) providing weekly updates to Class Counsel and Defense Counsel regarding the administration of the Settlement; (ix) mailing a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing; and (x) posting the Judgment on the Settlement Administrator’s website.

43. “Settlement Administrator” means CPT Group, Inc. (“CPT Group”), the neutral third-party administrator mutually agreed upon by the Parties, subject to approval by the Court.

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

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

RECITALS

46. Procedural History. On December 14, 2020, Plaintiff filed his Complaint in the Los Angeles Superior Court, entitled *Raymond L. Smith v. Camino Lopez, Inc. dba C.L. Concrete*, Case No. 20STCV47555, alleging: (1) Failure to Pay Minimum Wages for All Hours Worked (Labor Code §§ 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, and 1198); (3) Failure to Provide Duty-Free Meal Periods and/or Pay Required Premiums Thereon (Labor Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks and/or Pay Required Premiums Thereon (Labor Code §§ 226.7); (5) Failure to Provide Accurate Itemized Wage Statements (Labor Code §§ 226); (6) Penalties per the Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*); and (7) Unfair Competition (Bus. & Prof. Code § 17200, *et seq.*), on behalf of himself and all other similarly situated employees of Defendant.

47. On November 2, 2021, Plaintiff and Defendant participated in a private mediation with the Hon. Peter Lichtman (Ret.), and reached a settlement in principle after a full day of mediation. On November 8, 2021, the Parties entered into a fully executed Memorandum of Understanding, subject to the Parties entering into a more comprehensive written settlement agreement.

48. Prior to the mediation, the Parties engaged in informal discovery on class-wide issues. Defendant produced to Plaintiff, for analysis by Class Counsel: Plaintiff’s personnel file, the total class size and number of pay periods; time sheets for all Class Members, wage statements for 14 of the 95 Class Members, the average rate of pay for the entire Class, all the applicable collective bargaining agreements; and extensive financial information pertaining to Defendant’s current financial condition.

1 49. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class
2 Counsel recognize the expense and length of continued proceedings necessary to litigate
3 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also
4 has taken into account the uncertainty and risks of the outcome of further litigation, and the
5 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
6 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
7 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
8 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
9 also have taken into account Defendant's agreement to enter into a settlement that confers
10 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
11 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
12 reasonable, and is in the best interests of all Class Members.

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

1 **TERMS OF SETTLEMENT**

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

4 51. Binding Settlement. This Settlement shall bind the Parties, all Participating Class
5 Members, PAGA Group Members, Class Counsel and Defense Counsel, subject to the terms
6 and conditions hereof and the occurrence of the Effective Date.

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

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

54. Preliminary Approval of Settlement. After this Stipulation is fully executed, Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally certifying the Class for settlement purposes only and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that the conditional certification of the Class is for settlement purposes only and is in no way an admission by Defendant in the Action or in any other proceeding that class certification is proper.

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

56. Settlement Administration.

a. No later than fourteen (14) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members.

i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail in English and

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

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

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

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

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

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

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

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

8 d. Plaintiff's Right to Void Settlement. For purposes of the Settlement,
9 "Workweek" refers to any weekly pay period, in which a Class Member or PAGA Group
10 Member worked at least one (1) day. Defendant certifies that between December 14, 2016 and
11 May 1, 2021, the Parties understood the Class Member count to be 95 individuals comprising no
12 more than 5,000 Workweeks. If this Workweeks figure is incorrect by greater than 10%, the
13 Parties may re-negotiate the Gross Settlement Amount. If settlement is unsuccessful, Plaintiff
14 shall have the right to declare the settlement null and void.

15 e. Objections. The Class Notice shall state that Participating Class
16 Members who wish to object to the Settlement shall submit to the Settlement Administrator a
17 written objection ("Objection") postmarked by the Response Deadline. The Objection must: (1)
18 state the full name, mailing address, and telephone number of the Class Member; (2) be signed
19 by the Class Member; (3) contain the case name and number of the Action; (4) clearly state the
20 factual and legal grounds for the objection; (5) indicate whether the Class Member is
21 represented by counsel and identify said counsel; and (6) indicate whether the Class Member
22 intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval
23 Hearing. Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the
24 postmark on the return mailing envelope on the Objection shall be the exclusive means used by
25 the Settlement Administrator to determine whether a Class Member has timely objected to the
26 Settlement. Class Counsel shall ensure that all Objections submitted to the Settlement
27 Administration will be filed concurrently with the final approval papers. Participating Class
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Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear. If a Class Member does not submit an Objection or appear in person to object, either personally or through counsel, such Objection shall be deemed waived, unless otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve an Objection or appeal from the Final Order and Judgment.

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

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

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

a. Individual Settlement Payments. Individual Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing address within fourteen (14) calendar days after Defendant provides the

1 Settlement Administrator with the total Maximum Settlement Amount. Individual Settlement
2 Payments shall be allocated as follows: 20% as wages subject to all applicable tax withholdings,
3 40% as non-wage penalties not subject to payroll tax withholdings, and 40% as non-wage
4 interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
5 Form W-2 to each Participating Class Member for the portion of the Individual Settlement
6 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
7 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion
8 of the Individual Settlement Payments allocated as non-wage penalties and interest are not
9 subject to payroll tax withholdings. Defendant shall be responsible for their respective share of
10 payroll taxes due on the portion of the net settlement fund allocated to wages, in addition to the
11 Maximum Settlement Amount.

12 i. Each Participating Class Member's Individual Settlement
13 Payment shall be calculated solely by the Settlement Administrator according to the following
14 formula: Defendant shall provide the Settlement Administrator with the Total Qualified Pay
15 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
16 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
17 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
18 Member's Individual Settlement Payment. The Individual Settlement Payment will be reduced
19 by any required legal deductions for each Participating Class Member.

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

22 iii. If an Individual Settlement Payment check remains uncashed after
23 sixty (60) calendar days from the date of mailing, the Settlement Administrator shall mail a
24 reminder postcard to the Participating Class Member. If an Individual Settlement Payment
25 check remains uncashed after one hundred eighty (180) calendar days from the date of mailing,
26 the Settlement Administrator shall void the check and the funds from the voided check shall be
27 distributed by the Settlement Administrator to the California State Controller's Office
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Unclaimed Property Fund in the name of the Participating Class Member.

b. PAGA Payments. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. Fifteen Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA within fourteen (14) calendar days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. PAGA Group Members' PAGA Payments shall be paid by the Settlement Administrator pursuant to the formula set forth herein. PAGA Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each PAGA Group Member's last known mailing address within fourteen (14) calendar days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment.

i. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Five Thousand Dollars (\$5,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment.

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

iii. If a PAGA Group Member's PAGA Payment check remains uncashed after sixty (60) calendar days from the date of mailing, the Settlement Administrator shall mail a reminder postcard to the PAGA Group Member. If a PAGA Group Member's PAGA Payment check remains uncashed after one hundred eighty (180) calendar days from the date of 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 and/or PAGA Group 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 Seven Thousand Five Hundred Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for his time and effort in bringing and prosecuting the Action and for releasing his Released Claims. Defendant agrees not to oppose or object to this request if it complies with the terms of this Stipulation. The Class Representative Service Award shall be paid to Plaintiff from the Maximum

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

12 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
13 entitled to receive reasonable attorneys' fees in an amount not to exceed thirty-five percent
14 (35%) of the sum of the Maximum Settlement Amount, which amounts to One Hundred
15 Thirteen Thousand Seven-Hundred and Fifty Dollars and zero cents (\$113,750.00). In addition,
16 subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
17 associated with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen
18 Thousand Dollars (\$15,000.00). Class Counsel shall provide the Settlement Administrator with
19 a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
20 process the Class Counsel Award approved by the Court. Defendant shall not oppose or object
21 to Class Counsel's request for a Class Counsel Award that complies with the terms of this
22 Stipulation. In the event the Court awards Class Counsel less than One Hundred Thirteen
23 Thousand Seven-Hundred and Fifty Dollars and zero cents (\$113,750.00) in attorneys' fees
24 and/or less than Fifteen Thousand Dollars (\$15,000.00) in costs, the difference shall become
25 part of the Net Settlement Amount and shall be distributed to Participating Class Members as
26 part of their Individual Settlement Payments. Class Counsel shall be paid any Court-approved
27 attorneys' fees and costs no later than fourteen (14) calendar days after Defendant provides the
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1 Settlement Administrator with the total Maximum Settlement Amount. Class Counsel shall be
2 solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The
3 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
4 Award. This Settlement is not conditioned upon the Court awarding Class Counsel any
5 particular amount of attorneys' fees or costs.

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

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

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

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

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

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

25 60. No Admission by Defendant. Defendant denies all claims alleged in the Action
26 and denies all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
27 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
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1 shall be used against Defendant as an admission or indication with respect to any claim of any
2 fault, concession, or omission by Defendant or that class certification is proper under the
3 standard applied to contested certification motions. The Parties stipulate and agree to the
4 certification of the proposed class for settlement purposes only. As part of this Settlement,
5 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
6 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
7 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
8 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
9 than according to the terms of this Stipulation.

10 61. Neutral Employment Reference. Defendant agrees that it will adopt a neutral
11 reporting policy regarding any future employment references related to Plaintiff. In the event
12 that any potential or future employers of Plaintiff requests a reference regarding Defendant's
13 employment of Plaintiff, Defendant shall only provide Plaintiff dates of employment, job titles
14 during employment, and final rate of pay. Defendant shall not refer to the Action or this
15 Settlement.

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

21 63. Interim Stay of Action. The Parties agree to stay and to request that the Court
22 stay all proceedings in the Action, except such proceedings necessary to implement and
23 complete the Settlement and enter the Final Order and Judgment. In the event that the
24 Settlement does not become final and/or the Effective Date does not occur for any reason, the
25 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
26 on November 8, 2021 through the date on which the interim stay of proceedings is lifted shall
27 not be included in computing the five-year period specified in Code of Civil Procedure §
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1 583.310 for each of the Action.

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

4 65. Entire Agreement. This Stipulation and any attached Exhibits constitute the
5 entire agreement between the Parties, and no oral or written representations, warranties, or
6 inducements have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits
7 other than the representations, warranties, and covenants contained and memorialized in this
8 Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may
9 be deemed binding on the Parties.

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

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

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

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

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

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

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

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

74. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not publish the Settlement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially." Class Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Class or the resolution on their website, and shall not contact any reporters or

1 media regarding the resolution. However, Plaintiff and Class Counsel are authorized to make a
2 limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the
3 Settlement and are further authorized to publicize only the amount and type of the settlement
4 without disclosing the identity of case. This disclosure is limited to court filings and Plaintiff
5 nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss
6 the information provided to the Court in those filings outside the filings themselves and any
7 hearing held on those filings, unless ordered otherwise by the Court. The Parties agree the
8 Confidentiality provision contained herein is in the best interest of Class Members in order to
9 protect their anonymity in connection with the Settlement and will not impede Class Counsel's
10 ability to discharge fiduciary duties.

11 75. Settlement Website. The Settlement Administrator shall set up a settlement
12 website where Class Members may also obtain up-to-date information on the matter and
13 hearings including any change of the date or location of any hearings in connection with this
14 Settlement, and notice of final judgment. The URL of the settlement website shall be expressly
15 included in the Class Notice.

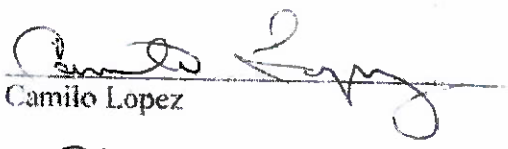
16 **Signatures on Next Page.**
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1 Dated: _____, 2022

Plaintiff Raymond L. Smith

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4 Dated: 3-31, 2022

Defendant Camilo Lopez, Inc. dba C.L. Concrete

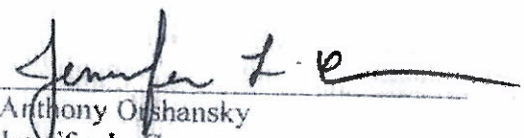
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6 By: 
Camilo Lopez

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8 Title: PRESIDENT

9 APPROVED AS TO FORM:

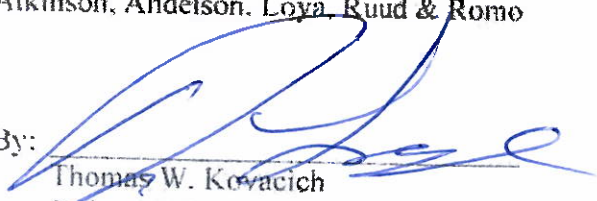
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11 Dated: 3-30, 2022

CounselOne, P.C.

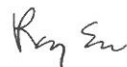
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14 By: 
Anthony Orshansky
Jennifer L. Connor
Attorneys for Plaintiff
RAYMOND L. SMITH

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17 Dated: 3-31, 2022

Atkinson, Andelson, Loya, Ruud & Romo

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21 By: 
Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
CAMILO LOPEZ, INC. dba C.L.
CONCRETE

1 Dated: 04 / 02 / 2022, 2022


Plaintiff Raymond L. Smith

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4 Dated: _____, 2022

Defendant Camilo Lopez, Inc. dba C.L. Concrete

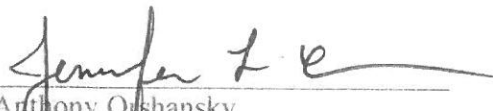
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6 By: _____
Camilo Lopez

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8 Title: _____

9 APPROVED AS TO FORM:

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12 Dated: 3-30, 2022

CounselOne, P.C.

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14 By: 
Anthony Orshansky
Jennifer L. Connor
Attorneys for Plaintiff
RAYMOND L. SMITH

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18 Dated: _____, 2022

Atkinson, Andelson, Loya, Ruud & Romo

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20 By: _____
Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
CAMILO LOPEZ, INC. dba C.L.
CONCRETE