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BRENDA HAYDEN and CALVIN STEVENS
as individuals and on behalf of all similarly
situated and aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

BRENDA HAYDEN and CALVIN STEVENS,
as individuals and on behalf of all similarly
situated employees,

Plaintiffs,

v.

AFTERMATH SERVICES, LLC, a Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. 34-2020-00287716

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
“Stipulation of Settlement”) is made and entered into by and between Plaintiffs Brenda Hayden
and Calvin Stevens, as individuals and on behalf of all similarly situated and aggrieved
employees (“Plaintiffs”), and Aftermath Services LLC (“Defendant”).

This Stipulation of Settlement shall be binding on Plaintiffs and those persons they seek
to represent, and on (i) Aftermath Services LLC (“Defendant”); (ii) each of Defendant’s
respective past, present and future parents, subsidiaries and affiliates; (iii) past, present and
future partners, shareholders, directors, officers, agents, employees, attorneys, insurers,
predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity

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1 which could be jointly liable with any of the foregoing. The Settlement contemplated by this
2 Stipulation of Settlement may hereinafter be referred to as the “Settlement.”

3 THE PARTIES STIPULATE AND AGREE as follows:

4 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

5 2. On October 26, 2020, Plaintiff Brenda Hayden filed a complaint, individually and
6 on behalf of aggrieved employees, in the Sacramento County Superior Court alleging claims of
7 penalties for wage and hour violations under the California Private Attorneys’ General Act
8 (“PAGA”) against Defendant under Case No. 34-2020-00286997 (“*Hayden Action*”).

9 3. On October 14, 2020, Plaintiff Calvin Stevens filed a complaint in the Sacramento
10 County Superior Court alleging individual wage and hour claims against Defendant.

11 4. On February 18, 2022, a First Amended Class Action Complaint for Damages and
12 Civil Penalties (“Complaint”) was filed in the *Hayden Action* (1) adding Calvin Stevens as a
13 plaintiff as well as his individual claims, (2) asserting the same wage and hour violations as in
14 the initial *Hayden Action* complaint but also on behalf of proposed classes, and (3) asserting an
15 additional claim under California Business and Professions Code section 17200 *et seq.* The
16 Complaint alleges failure to provide meal periods, failure to provide rest periods, failure to pay
17 overtime wages and minimum wages, failure to timely pay final wages, failure to provide
18 accurate wage statements and to maintain accurate time records and/or payroll records, failure to
19 reimburse business expenses, unfair competition, and a PAGA cause of action, individually and
20 on behalf of all non-exempt employees who worked for Defendant in California from October
21 26, 2016 to the present. The term “Action” means this putative class and representative action
22 pending in Sacramento County Superior Court. The Class Period is from October 26, 2016 to
23 preliminary Court approval of the Settlement.

24 5. Plaintiff Calvin Stevens will dismiss his individual action without prejudice.

25 6. This Action has been actively litigated. There have been on-going
26 investigations, there has been an exchange of extensive documentation and information, and the
27 Parties have participated in extensive private settlement negotiations. Plaintiffs have not filed a
28 motion for class certification in this Action, nor has a date been set by the Court for the filing of

1 such a motion.

2 7. For purposes of this Settlement, the “Settlement Class” or “Class Members”
3 shall consist of all persons employed by Defendant as non-exempt employees in California
4 between October 26, 2016 and preliminary Court approval of the Settlement. The Settlement
5 Class, however, shall not include any person who previously settled or released any of the claims
6 covered by this Settlement, any person who previously was paid or received awards through civil
7 or administrative actions for the claims covered by this Settlement, or any person who submits
8 a timely and valid Request for Exclusion as provided in this Settlement.

9 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
10 requisites for establishing class certification with respect to the Settlement Class have been met
11 and are met. More specifically, the Parties stipulate and agree that:

12 a. The Settlement Class is ascertainable and so numerous as to make it
13 impracticable to join all Class Members.

14 b. There are common questions of law and fact, including but not limited to
15 the following:

16 i. Whether Defendant complied with applicable laws affecting
17 Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the
18 California Industrial Welfare Commission; and

19 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
20 penalties, interest, and attorneys’ fees and costs.

21 c. Plaintiffs believe that Plaintiffs’ claims are typical of the claims of the
22 members of the Settlement Class.

23 d. Plaintiffs believe that Plaintiffs will fairly and adequately protect the
24 interests of the Settlement Class, and that Justin Lo and Edward Kim of Work Lawyers, PC
25 should be “Class Counsel” and will fairly and adequately protect the interests of the Settlement
26 Class.

27 e. The prosecution of separate actions by individual members of the
28 Settlement Class would create the risk of inconsistent or varying adjudications, which would

1 establish incompatible standards of conduct.

2 f. With respect to the Settlement Class, Plaintiffs believe that questions of
3 law and fact common to the members of the Settlement Class predominate over any questions
4 affecting any individual member in such Class, and a class action is superior to other available
5 means for the fair and efficient adjudication of the controversy.

6 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated
7 with the claims alleged in the Complaint, and further denies that, for any purpose other than
8 settling this Action, this Action is appropriate for class or representative treatment. With respect
9 to Plaintiffs' claims, Defendant contends, among other things, that it has complied with all
10 applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

11 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
12 discharge all disputes and claims arising from the allegations and causes of action stated in the
13 Complaint. To achieve a full and complete release of Defendant, each Class Member
14 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of
15 any nature reasonably arising out of the allegations made in the Complaint.

16 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
17 a full and complete settlement and release of all claims arising from the allegations in the
18 Complaint against (i) Aftermath Services LLC ("Defendant"); (ii) each of Defendant's respective
19 past, present and future parents, subsidiaries and affiliates; (iii) past, present and future partners,
20 shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors
21 and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly
22 liable with any of the foregoing (collectively "Released Parties").

23 12. Counsel for the Settlement Class have conducted a thorough investigation into the
24 facts of this Action, and have diligently pursued an investigation of Class Members' claims
25 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
26 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
27 forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest
28 of the Settlement Class in light of all known facts and circumstances, including the risk of

1 significant delay, the risk the Settlement Class will not be certified by the Court, defenses
2 asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's
3 Counsel also agree that the Settlement is fair and in the best interest of the Parties.

4 13. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
6 Settlement.

7 14. This Settlement provides that Defendant will pay Settlement Awards (defined
8 below) according to a specified formula to each Settlement Class Member who does not request
9 to be excluded from this Settlement. The total payment under the Settlement is \$300,000.00
10 including the Settlement Awards for all claims, attorneys' fees and litigation costs to Class
11 Counsel, Enhancement Awards to the Class Representatives, claims administration costs, PAGA
12 penalties, and any other payments provided by the Settlement. It is understood and agreed that
13 Defendant shall have no obligation to pay any person, entity or organization more than the
14 amount of its total liability under the Settlement.

15 TERMS OF SETTLEMENT

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

18 a. It is agreed by and among Plaintiffs and Defendant that this Action and
19 any claims, damages or causes of action arising out of the Complaint which are the subject of
20 this Action, be settled and compromised as between the Settlement Class and Defendant, subject
21 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the
22 Court.

23 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
24 shall become effective when all of the following events have occurred: (i) this Stipulation of
25 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
26 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
27 given to the Settlement Class, providing them with an opportunity to opt out of or to object to the
28 Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order and

1 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
2 without objection by the California Labor and Workforce Development Agency (“LWDA”); and
3 (v) in the event there are objections to the Settlement which are not later withdrawn, the later of
4 the following events: when the period for filing any appeal, writ or other appellate proceeding
5 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding
6 having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has
7 been dismissed finally and conclusively with no right to pursue further remedies or relief; or any
8 appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to
9 pursue further remedies or relief. In this regard, it is the intention of the Parties that the
10 Settlement shall not become effective until the Court’s order approving the Settlement is
11 completely final, and there is no further recourse by an appellant or objector who seeks to contest
12 the Settlement. It is further agreed by the Parties that this Settlement will not become effective if
13 Defendant, contrary to Paragraph 14 above, is required to pay more than the total amount of its
14 maximum total liability under the Settlement as set forth in Paragraph 14 under any
15 circumstances. It is further agreed by and between the Parties that this Settlement shall not
16 become effective, and Defendant shall not have any obligation (monetary or otherwise) under the
17 terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of
18 appeal with respect to any objections or the judgment, have been finally exhausted and resolved
19 upholding the terms of this Settlement.

20 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
21 terms of this Settlement, Defendant agrees to pay a maximum of \$300,000.00 (“Gross Settlement
22 Amount”), including all Settlement Awards to Class Members, Enhancement Awards to the
23 Class Representatives, PAGA penalty payments, , and claims administration expenses. At no
24 time shall Defendant have the obligation to segregate the funds comprising the Gross Settlement
25 Amount, and Defendant shall retain exclusive authority over and responsibility for those funds
26 subject to the disbursement of funds necessary for the payment of claims, approved attorneys’
27 fees, approved costs, approved Enhancement Awards to the Class Representatives, claims
28 administration fees and expenses, payment to the LWDA pursuant to PAGA, and any other

1 payments provided by this Settlement. The Settlement Awards paid to Class Members, the
2 attorneys' fees and litigation costs to Class Counsel, the Enhancement Awards to the Class
3 Representatives, the fees and expenses of the Claims Administrator, the payment to the LWDA
4 pursuant to PAGA, and any other payments provided by this Settlement shall be paid out of the
5 Gross Settlement Amount. The "Net Settlement Amount", the amount available for potential
6 distribution to Class Members, shall be calculated by deducting from the Gross Settlement
7 Amount (i) Class Counsel's attorneys' fees and litigation costs, (ii) the Enhancement Awards,
8 (iii) the PAGA penalty payment to the LWDA as described further below, and (v) the fees and
9 expenses of the Claims Administrator. Settlement Awards to the Class Members will be
10 calculated by the Claims Administrator and paid out of the Net Settlement Amount as set forth
11 below.

12 i. Settlement Awards to Class Members: Settlement Awards to Class
13 Members will be determined based on the number of weeks worked by all Class Members during
14 the Class Period based on information provided by Defendant. The workweeks will be
15 calculated by Defendant or the Claims Administrator for Class Members by dividing the total
16 days employed in California as a Class Member during the Class Period by seven (7). Partial
17 workweeks will not be counted, meaning incomplete workweeks will be rounded down;
18 however, if a Class Member worked only one (1) day as a Class Member, such Class Member
19 will be credited with having worked one (1) workweek for purposes of the Settlement.
20 Defendant's workweek data will be presumed to be correct, unless a particular Class Member
21 proves otherwise to the Claims Administrator by credible written evidence. All workweek
22 disputes will be resolved and decided by the Claims Administrator, and the Claims
23 Administrator's decision on all workweek disputes will be final and non-appealable. Any person
24 who opts out of the Settlement is not a Class Member, and is ineligible to object to the
25 Settlement or to participate in the Settlement.

26 ii. Private Attorneys General Act Allocation: Subject to Court
27 approval, the Parties have agreed to allocate \$30,000.00 of the Gross Settlement Amount to
28 Plaintiffs' claims under PAGA. Seventy-five percent (75%) of this amount, or in other words

1 \$22,500.00, will be paid out of the Gross Settlement Amount to the LWDA of the State of
2 California, and the remaining balance of \$7,500.00 will remain included in the Net Settlement
3 Amount.

4 iii. Allocation of Settlement Awards: The Parties have agreed, based
5 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
6 Members will be allocated from the Net Settlement Amount and paid as follows: one-third (1/3)
7 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one-third (1/3)
8 will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and
9 one-third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will
10 issue.

11 iv. Settlement Awards Do Not Trigger Additional Benefits: All
12 Settlement Awards to Class Members shall be deemed to be income to such Class Members
13 solely in the year in which such awards actually are received by the Class Members. It is
14 expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
15 Class Member to additional compensation or benefits under any company bonus, contest or other
16 compensation or benefit plan or agreement in place during the period covered by the Settlement,
17 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
18 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
19 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
20 Class Members in connection with this Settlement, and that the Class Members are not entitled to
21 any new or additional compensation or benefits as a result of having received the Settlement
22 Awards (notwithstanding any contrary language or agreement in any benefit or compensation
23 plan document that might have been in effect during the period covered by this Settlement).

24
25 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
26 modification, Defendant further agrees to pay, from the Gross Settlement Amount, Class
27 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

28 vi. Class Representatives: The Parties agree to the designation of

1 Plaintiffs Brenda Hayden and Calvin Stevens as “Class Representatives.” Subject to Court
2 approval, Defendant agrees to pay Plaintiffs, from the Gross Settlement Amount, Enhancement
3 Awards at no additional cost to the Released Parties, and subject to each Plaintiff’s execution of
4 a general release of all claims under California Code of Civil Procedure section 1542. The
5 Enhancement Awards cannot exceed \$7,500.00 to each Class Representative, subject to Court
6 approval, and are in addition to any claimed individual Settlement Award to which each Plaintiff
7 is entitled under this Stipulation of Settlement. The Enhancement Awards are to be part of, and
8 to be deducted from, the Gross Settlement Amount. Defendant or the Claims Administrator will
9 issue an IRS Form 1099-MISC for each Enhancement Award to each Plaintiff for each Plaintiff’s
10 service as a Class Representative, and each Plaintiff will be responsible for correctly
11 characterizing this compensation for tax purposes and for paying any taxes on the amounts
12 received. Should the Court approve Enhancement Awards to the Class Representatives in an
13 amount less than that set forth above, the difference between the lesser amount approved by the
14 Court and the Enhancement Awards set forth above shall be added to the Net Settlement Amount

15 vii. Claims Administrator: The Claims Administrator will be
16 Simpluris, Inc., or such other claims administrator as may be mutually agreeable to the Parties,
17 after review and approval by the Parties of a not-to-exceed quote for claims administration
18 expenses which Plaintiffs’ Counsel agrees to request and circulate to Defendant’s Counsel. All
19 claims administration expenses shall be paid out of the Gross Settlement Amount. The fees of
20 the Claims Administrator for work done shall be paid by Defendant regardless of the outcome of
21 this Settlement. The expenses associated with settlement administration are not to exceed
22 \$4500.00.

23 viii. Mailing of Settlement Awards: The Claims Administrator will
24 cause the Settlement Awards to be mailed to the Class Members, who have not opted out of the
25 Settlement, and have not previously released their claims as to Defendant, within thirty-five (35)
26 calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

27 ix. Potential Escalator Clause or Alternative Class Period End Date:
28 For Settlement purposes, and based on employee data presently available, Defendant represents

1 that the number of Class Members is estimated to be 79 persons, and the number of workweeks
2 is estimated to be 4,686 weeks, from October 26, 2016 to May 3, 2022; the Parties agree the final
3 number of Class Members and final covered workweeks will continue to the end of the Class
4 Period, which continues through preliminary approval of the Settlement. However, if the final
5 number of workweeks increases by more than 10 percent above 4,686 weeks (e.g., greater than
6 5,155 weeks), Defendant at its sole discretion shall either (1) increase the Gross Settlement
7 Amount by a proportional amount for the percentage of workweeks above 10 percent, or (2) end
8 the Class Period at where the workweeks equal 5,155 (or 10 percent above 4,686).

9 d. Enhancement Awards to Plaintiffs for Service as Class Representatives:

10 The Claims Administrator will pay the Enhancement Awards approved by the Court to Plaintiffs
11 within thirty-five (35) calendar days after the Settlement becomes effective as defined in
12 Paragraph 15.b.

13 e. Right to Rescission: If more than ten percent (10%) of the Settlement

14 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set
15 forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court
16 Approval of Settlement ("Class Notice"), Defendant shall have the right (but need not) in its sole
17 discretion to rescind and void the Settlement, before final approval by the Court, by providing
18 written notice to Class Counsel no later than ten (10) calendar days before the Final Approval
19 hearing date. If Defendant exercises this option, Defendant shall pay any costs of Settlement
20 claim administration incurred up to that date, but not to include Class Counsel's fees and costs.

21 CLAIMS ADMINISTRATION

22 16. The Parties have agreed to the appointment of Simpluris, Inc. to perform the
23 customary duties of Claims Administrator; provided, however, the Parties shall have the right to
24 select or substitute a different Claims Administrator by mutual agreement and approval by the
25 Court. The Claims Administrator will mail the Class Notice to all Class Members. The Claims
26 Administrator will independently review Defendant's data, based on Defendant's records, as to
27 the number of weeks worked during the Class Period, and will calculate the amounts due to
28 Class Members in accordance with this Stipulation of Settlement. The Claims Administrator

1 shall report, in summary or narrative form, the substance of its findings. The Claims
2 Administrator shall be granted reasonable access to Defendant's records to perform its duties. At
3 the request of Defendant, and upon receipt of funds from Defendant, the Claims Administrator
4 will issue and send out Settlement Award checks to Class Members. Defendant shall be able to
5 review proposed distributions and class workweek data to ensure correct and accurate
6 distributions and representations to the Class Members through the Class Notice are accurate.
7 Tax treatment of the Settlement Awards will be as set forth herein and in accordance with state
8 and federal tax laws. All disputes relating to the Claims Administrator's performance of its
9 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over
10 the terms and conditions of this Stipulation of Settlement until all payments and obligations
11 contemplated by this Stipulation of Settlement have been fully carried out. The Settlement
12 Administrator shall create and maintain a webpage, which will include links to the Settlement
13 Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for
14 Attorneys' Fees as they become available, until the Effective Date. The website shall also
15 include links to any other documents or information the Settlement Administrator deems
16 necessary to perform its duties.

17 ATTORNEYS' FEES AND LITIGATION COSTS

18 17. In consideration for settling this Action, in exchange for the release of claims by
19 the Settlement Class, and subject to final approval or modification by the Court, Defendant
20 agrees to pay, from the Gross Settlement Amount, Class Counsel attorneys' fees not to exceed
21 thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, or in other words
22 up to \$100,000.00, and attorneys' costs not to exceed \$10,000.00 from the Gross Settlement
23 Amount. Defendant will not object to Class Counsel's application for attorneys' fees and
24 litigation costs up to these amounts. The amounts set forth above will cover all work performed
25 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be
26 incurred in connection with the approval by the Court of this Stipulation of Settlement, the
27 administration of the Settlement, and obtaining the final judgment. Should Class Counsel
28 request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and

1 litigation costs, the difference between the lesser amounts and the Gross Settlement Amount
2 shall be added to the Net Settlement Amount.

3 18. The attorneys' fees and litigation costs approved by the Court shall be paid to
4 Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as
5 defined in Paragraph 15.b.

6
7 NOTICE TO THE PLAINTIFF CLASS

8 19. A Notice of Proposed Class Action Settlement and Hearing Date for Final Court
9 Approval of Settlement ("Class Notice") shall be jointly drafted by the Parties, and as approved
10 by the Court, shall be sent by the Claims Administrator to the Class Members by first-class mail.
11 The Class Notice shall be substantially in the form identified as **Exhibit 2** to this Settlement.

12 a. Within thirty (30) calendar days of preliminary approval of this Settlement
13 by the Court, Defendant shall provide to the Claims Administrator the Class Members' names,
14 last known addresses, last known telephone numbers, Social Security Numbers, and start and end
15 dates during the Class Period. The Parties agree the Social Security Numbers will be used only
16 by the Claims Administrator for the sole purpose of effectuating the Settlement and will not be
17 provided to Class Counsel at any time or in any form. Notwithstanding anything herein to the
18 contrary, neither the Claims Administrator nor the Class Counsel will be entitled to receive
19 confidential information of Defendant (including non-public personal information of its
20 employees) unless and until the Claims Administrator or Class Counsel, as the case may be,
21 signs and delivers a non-disclosure agreement to Defendant on terms and conditions reasonably
22 acceptable to Defendant. To the extent Class Counsel possesses or comes to possess the Class
23 Members' contact information and/or Social Security Numbers from the Claims Administrator,
24 Class Counsel shall return all such information (including copies and data or information derived
25 therefrom) within five (5) calendar days from the date the Court finally approves the Settlement,
26 shall not retain copies of such information, and shall not maintain or use such information for
27 any purpose. The spreadsheet provided for above shall be based on Defendant's payroll and
28 other business records and in a format acceptable to the Claims Administrator. Defendant agrees

1 to consult with the Claims Administrator prior to the production date to ensure that the format
2 will be acceptable to the Claims Administrator. The Claims Administrator will run a check of
3 the Class Members' addresses against those on file with the U.S. Postal Service's National
4 Change of Address List. Within forty-five (45) calendar days of preliminary approval of this
5 Settlement, the Claims Administrator will mail the Class Notice to Class Members.

6
7 b. Class Notices returned to the Claims Administrator as non-delivered
8 during the 60-calendar-day period for the filing of claims shall be resent to the forwarding
9 address, if any, on the returned envelope. If there is no forwarding address, the Claims
10 Administrator will do an NCOA check and will skip-trace return mail and re-mail within five (5)
11 calendar days of receipt using the Class Member's Social Security Number; this search will be
12 performed only once per Class Member by the Claims Administrator. Class Members will have
13 a maximum of fifteen (15) calendar days from the date of the re-mailing due to an undeliverable
14 notice to cure the deficiency, or until the end of the claims filing deadline, whichever is later.
15 Upon completion of these steps by the Claims Administrator, Defendant and the Claims
16 Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to
17 the affected member of the Settlement Class. The affected member of the Settlement Class shall
18 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
19 Settlement and the Court's Order and Final Judgment.

20 d. The Class Notice shall also identify the procedures for opting out of or
21 objecting to the Settlement.

22 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
23 before the Final Fairness hearing, an initial declaration by the Claims Administrator of due
24 diligence and proof of mailing with regard to the mailing of the Class Notice.

25 ADMINISTRATION PROCESS

26 20. Class Members shall have sixty (60) calendar days from the date of mailing to
27 respond to the Class Notice.

28 21. Settlement Awards to Class Members will be mailed by the Claims Administrator

1 within thirty-five (35) calendar days after the Settlement becomes effective as defined in
2 Paragraph 15.b. Settlement Award checks shall remain valid and negotiable for one hundred
3 eighty (180) calendar days from the date of their issuance; the Parties agree the Claims
4 Administrator will send one (1) reminder notice to all Class Members who have not cashed the
5 Settlement Award check thirty (30) calendar days prior to the deadline; upon the deadline to cash
6 the Settlement Award checks, the checks will automatically be cancelled by the Claims
7 Administrator if not cashed by the Class Member within that time, at which point the Class
8 Member's claim will be deemed void and of no further force or effect, and the Class Member's
9 claims will remain released by the Settlement. The checks provided to Class Members shall
10 prominently state the expiration date or a statement that the checks will expire in one hundred
11 eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the
12 check. Expired Settlement Award checks will not be reissued, except for good cause and as
13 mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award checks
14 after the expiration date will be paid within fourteen (14) calendar days after the one hundred
15 eighty (180)-day check cashing period expires pursuant to California Code of Civil Procedure
16 section 384(b)(3) as follows: fifty percent (50%) to Koinonia Family Services, a non-profit
17 501(c)(3) organization with child advocacy programs in the State of California, and fifty percent
18 (50%) to Sacramento Voluntary Legal Services Program Employment Law Clinic as *cy pres*
19 recipients, subject to Court approval. Any residue received by Koinonia shall be ordered by the
20 Court to be used solely for child advocacy programs within the State of California pursuant to
21 California Code of Civil Procedure section 384(b). Upon completion of its calculation of
22 payments, the Claims Administrator shall provide Defendant with a report listing the amount of
23 all payments to be made to each Class Member. Defendant, on behalf of the Released Parties,
24 will pay to the Claims Administrator the Gross Settlement Amount within thirty (30) calendar
25 days after the Settlement becomes effective as defined in Paragraph 15.b. The Claims
26 Administrator will be responsible for making appropriate deductions, , paying to Class Counsel
27 any Court-approved attorneys' fees and litigation costs, paying to the Class Representatives any
28 Court-approved Enhancement Awards, paying the LWDA seventy-five percent (75%) of the

1 amount allocated for PAGA penalties above, meeting tax reporting obligations, and for issuing
2 the individual Settlement Awards to Class Members. Proof of compliance with the Court's final
3 approval order will be provided to counsel for the Parties by the Claims Administrator within
4 twenty-one (21) days after all payment obligations, the check cashing deadline for Class
5 Members, and payment to the *cypres* beneficiaries have passed.

6 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

7 22. Opting Out of the Settlement. For those Class Members who do not wish to
8 participate in the Settlement, such Class Members may exclude themselves by submitting a
9 timely written request to the Claims Administrator. The written request ("Request for
10 Exclusion") should state that he/she has received the "Notice of Proposed Class Action
11 Settlement and Hearing Date for Final Court Approval of Settlement", he/she has decided not to
12 participate in the Settlement, and words to the effect that he/she desires to be excluded from the
13 Settlement. The Request for Exclusion must also state the individual's full name, address, date
14 of birth, and dates he/she worked as a Class Member for Defendant in California. The Request
15 for Exclusion must be signed, dated and mailed by First-Class U.S. Mail, or the equivalent, to the
16 Claims Administrator. All Requests for Exclusion must be postmarked and mailed to the Claims
17 Administrator no later than sixty (60) calendar days after the Claims Administrator mails the
18 Class Notice to the Class Members. Any individual who submits a Request for Exclusion will
19 not be allowed to object to the terms of the Settlement.

20 23. Objecting to the Settlement. Any individual who does not exclude himself/herself
21 from the Settlement can object to the terms of the Settlement in writing before the deadline to
22 object to the Settlement. To object, the individual must file a written objection and a notice of
23 intention to appear at the Final Approval hearing with the Clerk of the Sacramento County
24 Superior Court of the State of California and send copies to the Claims Administrator, Class
25 Counsel, and counsel for Defendant. Any written objection must state each specific reason in
26 support of the objection and any legal support for each objection. The individual must state
27 his/her full name, address, date of birth, and dates he/she worked as a Class Member in
28 California for Defendant. To be valid and effective, any written objections to approval of the

1 Settlement must be filed with the Clerk of the Court and delivered to the Claims Administrator,
2 Class Counsel, and counsel for Defendant no later than sixty (60) calendar days after the Claims
3 Administrator mails the Class Notice to the Class Members. However, a Class Member may
4 appear at the Final Approval hearing, either in person or through his/her own counsel, and object
5 to the Settlement Agreement and any of its terms without submitting a prior objection in the
6 manner and by the deadline specified above. If the Court rejects the objection, the individual
7 will be bound by the terms of the Settlement.

8 RELEASE BY THE CLASS

9 24. Effective upon the date of final approval by the Court of this Stipulation of
10 Settlement, and except as to such rights or claims as may be created by this Stipulation of
11 Settlement, the Settlement Class and each member of the Class who has not submitted a valid
12 Request for Exclusion fully release and discharge the Released Parties from all claims under
13 state, federal and local law alleged in the Action and that reasonably could have been alleged in
14 the Action based on the factual allegations contained in the operative Complaint in the Action
15 and any amendments thereto, as to the Class Members, including but not limited to California
16 Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 221, 222, 223, 224, 226, 226.2, 226.3,
17 226.6, 226.7, 227.3, 510, 512, 515, 551, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
18 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and 2810.5, California Business and Professions
19 Code section 17200, *et seq.*, class and representative claims, the applicable Wage Order(s), the
20 federal Fair Labor Standards Act, 29 U.S.C. §§ 201-219 as amended, and all claims for or related
21 to unpaid wages, overtime, double time, minimum wages, off-the-clock work, regular rate of
22 pay, rounding time, on call time, reporting time, split shifts, timely paid wages, timely paid final
23 wages, breach of any express or implied contract relating to the payment of wages, meal periods
24 and/or meal period premiums, rest periods and/or rest period premiums, accurate and itemized
25 wage statements, failure to maintain accurate time records and/or payroll records as required by
26 law, unreimbursed business expenses, unfair competition, unfair business practices, unlawful
27 business practices, fraudulent business practices, injunctive relief, declaratory relief, liquidated
28 damages, penalties of any nature (including but not limited to civil penalties, waiting time

1 penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations
2 alleged in the Action, from October 26, 2016 through the date the Court finally approves the
3 Settlement (collectively “Released Claims”). Expressly excluded from the release are claims for
4 retaliation, discrimination, unemployment insurance, disability, workers’ compensation, and
5 claims outside the Released Claims.

6 25. In addition to the Released Claims identified in Paragraph 24, Plaintiffs Brenda
7 Hayden and Calvin Stevens agree to generally release the Released Parties from any and all
8 claims, whether known or unknown, under all federal, state and local statutes, and federal and
9 state common law (including but not limited to those for contract, tort and equity), except for
10 workers’ compensation claims. Plaintiffs acknowledge the language of Section 1542 of the
11 California Civil Code, which provides:

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

17 Plaintiffs Brenda Hayden and Calvin Stevens expressly waive the protection of Section
18 1542. Plaintiffs Brenda Hayden and Calvin Stevens understand and agree that claims or facts in
19 addition to or different from those which are now known or believed by them to exist may
20 hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all of the claims,
21 except for workers’ compensation claims, they now have against the Released Parties, whether
22 known or unknown, suspected or unsuspected.

23 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

24 26. To effectuate the terms of the Settlement, the Parties agree all formal and informal
25 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to
26 notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to
27 request that all current Court deadlines be continued pending Court approval of the Settlement.
28 Class Counsel agree to cease all affirmative communication (oral and written) with the putative
class members, other than through Court-approved notices; this provision does not prevent Class

1 Counsel from communicating with any Class Members who may contact Class Counsel.
2 Plaintiffs shall promptly submit this Stipulation of Settlement to the Sacramento County Superior
3 Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court
4 as to its fairness, adequacy and reasonableness. Plaintiffs agree to provide Defendant the
5 opportunity to review, and to approve before filing, Plaintiffs' Motion for Preliminary Approval.
6 At the same time Plaintiffs submit this Stipulation of Settlement to the Sacramento County
7 Superior Court, Plaintiffs agree to submit a copy of the Stipulation of Settlement to the LWDA.
8 Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for
9 the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable
10 between the Parties and also provides for the following:

11 a. Scheduling a Final Fairness hearing on the question of whether the
12 proposed Settlement, including payment of attorneys' fees and litigation costs, costs of
13 administration and Class Representatives' Enhancement Awards should be finally approved as
14 fair, reasonable and adequate as to the members of the Settlement Class;

15 b. Certifying a Settlement Class, Plaintiffs Brenda Hayden and
16 Calvin Stevens as Class Representatives, and Justin Lo and Edward Kim of Work Lawyers, PC
17 as Class Counsel;

18 c. Approving as to form and content the proposed Notice of Proposed Class
19 Action Settlement and Hearing Date for Final Court Approval of Settlement;

20 d. Approving the manner and method for Class Members to request
21 exclusion from the Settlement as contained herein and within the Class Notice;

22 e. Directing the mailing of the Class Notice by first-class mail to the Class
23 Members;

24 f. Preliminarily approving the Settlement subject only to the objections of
25 Class Members and final review by the Court; and

26 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
27 other cases, claims, suits or administrative proceedings (including filing claims with the Division
28 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding

1 the Released Claims unless and until such Class Members have filed valid Requests for
2 Exclusion with the Claims Administrator and the time for filing Requests for Exclusion with the
3 Settlement Administrator has elapsed.

4 The Preliminary Approval Order shall be substantially in the form identified as **Exhibit 3**
5 to this Settlement.

6
7 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

8 27. Class Counsel agreed to return all confidential documents, lists and data in all
9 forms and formats (originals and copies) within seven (7) calendar days from final Court
10 approval of the Settlement. Plaintiffs agree to provide Defendant the opportunity to review, and
11 to approve before filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA
12 Settlement. Class Counsel agrees to submit a proposed final order and judgment in a form that is
13 mutually agreeable between the parties and also provides for the following:

14 a. Approving the Settlement, adjudging the terms thereof to be fair,
15 reasonable and adequate, and directing consummation of its terms and provisions;

16 b. Approving Class Counsel's application for an award of attorneys' fees and
17 litigation costs;

18 c. Approving the Enhancement Awards to the Class Representatives; and

19 d. Entering judgment in accordance with California Rules of Court,
20 rule 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
21 prosecuting against Defendant; each of Defendant's respective past, present and future parents,
22 subsidiaries and affiliates; past, present and future partners, shareholders, directors, officers,
23 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the
24 foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

25 The Final Approval Order shall be substantially in the form identified as **Exhibit 4** to this
26 Settlement.

27 PARTIES' AUTHORITY

28 28. The signatories hereto hereby represent that they are fully authorized to enter into

1 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

2 MUTUAL FULL COOPERATION

3 29. The Parties agree to fully cooperate with each other to accomplish the terms of
4 this Stipulation of Settlement, including but not limited to execution of such documents and
5 taking such other action as reasonably may be necessary to implement the terms of this
6 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
7 contemplated by this Stipulation of Settlement and any other efforts that may become necessary
8 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
9 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class
10 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
11 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

12 30. The Parties and their respective counsel agree that they will not attempt to
13 encourage or discourage Class Members from filing Requests for Exclusion.

14 NO PRIOR ASSIGNMENTS

15 31. The Parties and their counsel represent, covenant and warrant that they have not,
16 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
17 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
18 action or right herein released and discharged except as set forth herein.

19 NO ADMISSION

20 32. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
21 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
22 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
23 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
24 and expenses.

25 ENFORCEMENT ACTIONS

26 33. The Parties agree that the Sacramento County Superior Court shall retain
27 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil
28 Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement

1 institutes any legal action or other proceeding against any other Party or Parties to enforce the
2 provisions of this Stipulation of Settlement or to declare rights or obligations under this
3 Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the
4 unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert
5 witness fees, incurred in connection with any enforcement actions.

6
7 NOTICES

8 34. Unless otherwise specifically provided herein, all notices, demands or other
9 communications given hereunder shall be in writing and shall be deemed to have been duly
10 given as of the third (3rd) business day after mailing by United States registered or certified mail,
11 return receipt requested, addressed as follows:

12 **To Plaintiffs and the Settlement Class**

13 Justin Lo, Esq.
14 Edward Kim, Esq.
15 WORK LAWYERS, PC
22939 Hawthorne Blvd., #202
Torrance, CA 90505

16 **To Defendant**

17 Cary G. Palmer, Esq.
18 Erika M. Barbara, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

19 NO PUBLIC COMMENT

20 35. The Class Representatives and Class Counsel will not make any public disclosure
21 of the Settlement or this Confidential Memorandum of Understanding, except through Court
22 filings to approve the Settlement. Class Counsel will take all steps necessary to ensure that the
23 Class Representatives are aware of, and will ensure that Class Representatives adhere to, the
24 restriction against any public disclosure of the Settlement or this Confidential Memorandum of
25 Understanding. Following preliminary Court approval of the Settlement, the Class
26 Representatives and Class Counsel will not initiate any communications (directly or indirectly)
27 with the media regarding the Action. Class Counsel will take all steps reasonably necessary to
28 ensure that the Class Representatives are aware of, and will ensure that they will adhere to, the

1 restriction against any media comment on the Settlement and its terms.

2 CONSTRUCTION

3 36. The Parties hereto agree that the terms and conditions of this Stipulation of
4 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
5 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
6 the extent to which any party or his, her or its counsel participated in the drafting of this
7 Stipulation of Settlement.

8 CAPTIONS AND INTERPRETATIONS

9 37. Paragraph titles or captions contained herein are inserted as a matter of
10 convenience and for reference, and in no way define, limit, extend or describe the scope of this
11 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
12 contractual and not merely a recital.

13 MODIFICATION

14 38. This Stipulation of Settlement may not be changed, altered or modified, except in
15 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
16 Settlement may not be discharged except by performance in accordance with its terms or by
17 a writing signed by the Parties hereto.

18 INTEGRATION CLAUSE

19 39. This Stipulation of Settlement and Confidential Memorandum of Understanding
20 contain the entire agreement between the Parties relating to the Settlement and transaction
21 contemplated hereby, and all prior or contemporaneous agreements, understandings,
22 representations and statements, whether oral or written and whether by a Party or such Party's
23 legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

40. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS MEMBER SIGNATORIES

41. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

42. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

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

Plaintiffs and Class Representatives

Dated: 8/12/2022

DocuSigned by:

Brenda Hayden

BRENDA HAYDEN

Dated: 8/12/2022

DocuSigned by:

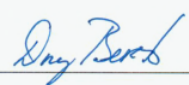
Calvin Stevens

CALVIN STEVENS

Defendant

Dated: August 8, 2022

AFTERMATH SERVICES LLC

By:  Authorized Officer or Agent

1 APPROVED AS TO FORM:

2
3 Dated: August 12, 2022

WORK LAWYERS, PC

By: 

Justin Lo

Edward Kim

Attorneys for Plaintiffs and
Class and PAGA Members

JACKSON LEWIS P.C.

4
5
6
7
8 Dated: August 12, 2022

By: 

Cary G. Palmer

Erika M. Barbara

Attorneys for Defendant
Aftermath Services LLC