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a California Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE GREGORIO GARCIA, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

INWESCO INCORPORATED, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV46833

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: December 8, 2020

Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff Jose
3 Gregorio Garcia (“Plaintiff”) individually and on behalf of the Settlement Class as defined below,
4 on the one hand; and defendant Inwesco Incorporated (“Defendant”), on the other hand, in the
5 lawsuit entitled *Jose Gregorio Garcia v. Inwesco Incorporated, et al.*, filed in the Los Angeles
6 County Superior Court, Case No. 20STCV46833 (the “Action”). Plaintiff and Defendant shall
7 be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties
8 to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the
9 terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means *Jose Gregorio Garcia v. Inwesco Incorporated, et al.* filed on
12 December 8, 2020 in the Los Angeles County Superior Court, Case No. 20STCV46833.

13 **B. “Aggrieved Employees”** means Class Members working for Defendant during
14 the PAGA Period as non-exempt, hourly-paid employees.

15 **C. “Class Counsel”** means: David D. Bibiyan, and Diego Aviles of Bibiyan Law
16 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
17 Counsel.”

18 **D. “Class Period”** means the period from December 8, 2016 through April 20, 2022.

19 **E. “Court”** means the Superior Court of the State of California for the County of
20 Los Angeles.

21 **F. “Defendant”** means Inwesco Incorporated.

22 **G. “Effective Final Settlement Date”** means: The effective date of this Settlement
23 or Final Settlement Date shall be: (1) the date of final affirmation of the Court’s signed Order
24 and Judgment granting final approval of this Settlement (“Final Approval”) from any appeal, the
25 expiration of the time for, or the denial of, a petition to review the Final Approval, or if review
26 is granted, the date of final affirmation of the Final Approval following review pursuant to that
27 grant; or (2) the date of final dismissal of any appeal from the Final Approval or the final
28 dismissal of any proceeding to review the Final Approval, provided that the Final Approval is

1 affirmed and/or not reversed in any part; or (3) if no class members intervene but objections are
2 filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final
3 Approval of the Settlement, as determined under Rule 8.104(a)(3) of the California Rules of
4 Court or (4) if no class members intervene and there are no objections, the date the Court enters
5 the Final Approval Order and Final Judgment.

6 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
7 the wage portions of the Individual Settlement Payments under the Federal Insurance
8 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
9 and contributions required of employers, such as for unemployment insurance.

10 **I. “General Release”** means the broader release of all claims by Plaintiff in the
11 Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

12 **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
13 Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00),¹ which shall be paid
14 by Defendant, fourteen (14) calendar days after the Effective Final Settlement Date, and from
15 which all payments for the Individual Settlement Payments to Participating Class Members, the
16 Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses
17 to Class Counsel, Settlement Administration Costs, the Service Award to Plaintiff, the PAGA
18 Payment, and the LWDA Payment shall be paid for resolution of Plaintiff’s cause of action for
19 civil penalties under the Labor Code Private Attorneys’ General Act, codified at Labor Code
20 Section 2698, *et seq.* (“PAGA”), interest and certain taxes shall be paid. It expressly excludes
21 Employer Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross
22 Settlement Amount.

23 **K. “Individual PAGA Payment”** means a payment made to an Aggrieved
24 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
25 Individual Settlement Share.

26 **L. “Individual Settlement Payment”** means a payment to a Participating Class
27

28 ¹ As the same may be increased in accordance with Paragraph 17, below.

1 Member of his or her net share of the Net Settlement Amount.

2 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
3 Amount that a Participating Class Member is eligible to receive based on the number of
4 Workweeks that he or she worked as a Participating Class Member during the Class Period if he
5 or she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment
6 to which he or she may be entitled if he or she is also an Aggrieved Employee.

7 **N. “LWDA Payment”** means the payment to the State of California Labor and
8 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
9 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
10 Settlement Amount. The Parties have agreed that Forty Thousand Dollars and Zero Cents
11 (\$40,000.00) shall be allocated toward PAGA penalties, of which Thirty Thousand Dollars and
12 Zero Cents (\$30,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Ten Thousand
13 Dollars and Zero Cents (\$10,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
14 based on the Workweeks worked in the PAGA Period (*i.e.*, the PAGA Payment).

15 **O. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
16 that is available for distribution to the Participating Class Members after deductions for the Court-
17 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
18 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
19 Payment, and the PAGA Payment.

20 **P. “Operative Complaint” or “Complaint”** means collectively the Complaint that
21 was filed with the Los Angeles Superior Court on December 8, 2020, and Plaintiff Jose
22 Gregorio’s written notice to the Labor and Workforce Development Agency dated August 13,
23 2020.

24 **Q. “PAGA Payment** is the is the Ten Thousand Dollars and Zero Cents (\$10,000.00)
25 portion, which is 25% of the Forty Thousand Dollars (\$40,000.00) that is allocated toward PAGA
26 penalties that will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks
27 worked in the PAGA Period, which would be in addition to their Individual Settlement Share if
28 they are Participating Class Members, as well.

- 1 **R. “PAGA Period”** means the period from August 13, 2019 through April 20, 2022.
- 2 **S. “Participating Class Members”** means all Settlement Class Members who do
- 3 not submit a timely and valid Request for Exclusion.
- 4 **T. “Participating Class Member’s Individual Settlement Share”** means the gross
- 5 amount of the Net Settlement Amount that a Participating Class Member is eligible to receive
- 6 based on the number of Workweeks that he or she worked as a Participating Class Member during
- 7 the Class Period once all opt-outs have been factored in, excluding any Individual PAGA
- 8 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.
- 9 **U. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
- 10 Plaintiff Jose Gregorio Garcia.
- 11 **V. “Preliminary Approval Date”** means the date on which the Court enters an
- 12 Order granting preliminary approval of the Settlement.
- 13 **W. “Released Parties”** shall mean Defendant and all of its past, present, and future
- 14 respective subsidiaries, dba’s, affiliates, PEOs, staffing agencies (including but not limited to
- 15 Allegis Group, Inc.), parents, predecessors, successors, divisions, joint ventures, investors, and
- 16 assigns and their respective current and former employees, managing agents, partners, owners,
- 17 servants, consultants, agents, directors, officers, members, principals, independent contractors,
- 18 representatives, insurers, co-insurers, reinsurers, attorneys and personal or legal representatives;
- 19 **X. “Response Deadline”** means the deadline for Settlement Class Members to mail
- 20 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
- 21 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
- 22 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
- 23 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
- 24 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
- 25 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
- 26 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
- 27 Workweek Dispute was submitted by the Response Deadline.
- 28 **Y. “Request for Exclusion”** means a written request to be excluded from the

Settlement Class pursuant to Paragraph 9(C) below.

Z. “Service Award” means monetary amounts to be paid to Plaintiff of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval, will be paid out of the Gross Settlement Amount.

AA. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Participating Class Member’s Individual Settlement Shares and associated taxes and withholdings, distributing Individual Settlement Share Payments, Individual PAGA Payments, and Participating Class Member’s Individual Settlement Shares, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the LWDA for the LWDA Payment, to Aggrieved Employees for their Individual PAGA Payments, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$9,950.00. If the actual amount of the Settlement Administration Costs is less than \$9,950.00, the difference between \$9,950.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$9,950.00 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

BB. “Settlement Administrator” means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

1 **CC. “Settlement Class” or “Settlement Class Members” or “Class Members”**
2 means all persons currently or formerly employed by Defendant either directly or through any
3 subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid
4 employee in the State of California during the Class Period.

5 **DD. “Workweeks”** means the number of weeks that a Participating Class Member was
6 employed by or worked for the Defendant in a non-exempt, hourly-paid position either directly
7 or through any subsidiary, staffing agency, or professional employer organization in California
8 during the Class Period, based on hire dates, re-hire dates, and termination dates.

9 **2. BACKGROUND**

10 **A.** On August 13, 2020, Plaintiff filed with the LWDA and served on Defendant a
11 notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to
12 recover civil penalties for Aggrieved Employees for various Labor Code violations. (“PAGA
13 Notice”).

14 **B.** On December 8, 2020, after sixty-five (65) days had passed without any action by
15 the LWDA with respect to the alleged labor code violations, Plaintiff filed a putative wage-and-
16 hour class action and representative action alleging that, during the Class Period and PAGA
17 Period, Defendant, as it pertains to Class Members and Aggrieved Employees, respectively: (1)
18 failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods
19 or compensation and penalties in lieu thereof; (4) failed to provide rest periods or compensation
20 and penalties in lieu thereof; (5) failed to pay wages due upon separation from employment; (6)
21 failed to provide accurate itemized wage statements; (7) failed to reimburse employees for
22 business expenses; (8) engaged in unfair competition; (9) violated Labor Code sections 227.3,
23 558, and 1197.1; and (10) violated the Labor Code for which Plaintiff sought civil penalties under
24 the Labor Code Private Attorneys’ General Act of 2004 (“PAGA”) pursuant to Labor Code
25 sections 210, 226.3, 558, 1197.1, and 2699.

26 **C.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
27 an early mediation, in which Plaintiff was provided with, among other things: (1) a sampling of
28 time and payroll records for Class Members; (2) data points for Class Members, which include,

1 but not limited to, hire dates, termination dates, re-hire dates (if applicable), and rates of pay; (3)
2 all documents pertaining to Plaintiff in Defendant's custody, possession, or control; and (4) all
3 of Defendant's applicable employment policies, including Defendant's Employee Handbook.

4 **D.** On January 20, 2022, the Parties participated in a full-day mediation before Marc
5 J. Feder, Esquire, a well-regarded mediator experienced in mediating complex labor and
6 employment matters. With the aid of the mediator's evaluation, the Parties reached the
7 Settlement to resolve the Action and the claims asserted in the PAGA Notice.

8 **E.** Class Counsel has conducted significant investigation of the law and facts relating
9 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
10 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
11 Class, taking into account the sharply contested issues involved, the expense and time necessary
12 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
13 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
14 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
15 to be received by Settlement Class Members.

16 **F.** Defendant has concluded that, because of the substantial expense of defending
17 against the Action, the length of time necessary to resolve the issues presented herein, the
18 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
19 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
20 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
21 desires to settle the Action and claims asserted in the PAGA Notice for the purpose of avoiding
22 the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest
23 the controversies engendered by the Action. Defendant entering into this Agreement does not
24 constitute an admission of liability as to any allegation asserted against Defendant in the Action
25 or PAGA Notice.

26 **G.** This Agreement is intended to and does effectuate the full, final, and complete
27 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
28 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California

and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Effective Final Settlement Date, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only. This Stipulation is contingent upon the Preliminary and Final approval and certification of the Settlement Class only for purposes of settlement. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in the Action or in any other lawsuit. Defendant expressly reserves the right to oppose class certification and/or to proactively move to deny class certification should there be no Effective Final Settlement.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing or

at the time of the Final Approval Hearing if that is when the Objections are first lodged.

6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further deny any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action or the PAGA Notice. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Upon the Effective Final Settlement Date and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members waive, release, discharge, all claims against the Released Parties asserted in the Action or any and all claims that could be asserted against the Released Parties based on the factual allegations in the Action as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods and associated compensation and/or premium pay in lieu thereof; (d) all claims for failure to provide compliant rest periods and associated compensation and/or premium pay in lieu thereof (e) all claims for the failure to timely pay wages upon separation from employment; (f) all claims for non-compliant wage statements; (g) all claims for failure to furnish employees with legally compliant documents to obtain or hold employment; (h) all claims for failure to provide reimbursements for necessary work-related expenses pursuant to Labor Code Section 2802 (i) all claims for failure to maintain and produce

1 accurate payroll and employment records; (j) all claims asserted through California Business &
2 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in
3 the Action; and (k) all claims for violations of Labor Code sections 201, 202, 203, 226, 226(c),
4 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, and 2802 (the “Class Released Claims”). For
5 Aggrieved Employees, and, to the extent permitted by law, the State of California, the release
6 includes for the duration of the PAGA Period, all claims for civil penalties for the Class Released
7 Claims as well as those asserted in the PAGA Notice and alleged in the Operative Complaint, for
8 PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 based
9 on the factual allegations and Labor Code sections alleged or that could have been alleged based
10 on the factual allegations to have been violated in the Action, including, without limitation, Labor
11 Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 246, 404, 432, 510, 512, 558.1, 1174,
12 1194, 1194.2, 1197, 1197.1, 2802, and 2810.5 (the “PAGA Released Claims”). The release also
13 includes a release from the State of California (to the extent Plaintiff is permitted to provide such
14 a release for the State of California for the PAGA period) of all PAGA claims alleged in the
15 Operative Complaint which occurred during the PAGA Period. The release expressly excludes
16 all other claims, including claims for vested benefits, wrongful termination, unemployment
17 insurance, disability, social security, workers’ compensation, and any other claims outside of the
18 Class Released Claims of Participating Class Members arising during the Class Period and the
19 PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State
20 of California) arising outside of the PAGA Period. The Class Released Claims and PAGA
21 Released Claims shall collectively be referred to herein as the “Released Claims”.

22 **B. General Release.**

23 Upon the Effective Final Settlement Date and payment by Defendant to the Settlement
24 Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to
25 effectuate the Settlement, in addition to the Released Claims, Plaintiff makes the additional
26 following General Release:

27 Plaintiff for himself and his spouse, heirs and assigns fully and finally releases the
28 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,

1 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
2 losses, debts, penalties and expenses of any nature and description whatsoever, known or
3 unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort,
4 contract, equity, or otherwise, arising out of Plaintiff's employment with Defendants, payment
5 of wages during that employment and the cessation of that employment and/or violation of any
6 federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited
7 to, all claims for unpaid wages; failing to provide meal and/or rest breaks and payments for
8 violations; wage statements; failure to pay all wages due to former hourly employees; unfair
9 business practices; penalties, including, but not limited to, wage statement penalties, minimum-
10 wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' General
11 Release also include, but are not limited to, all claims arising under the Labor Code (including,
12 but not limited to, §§200, 201, 201.1, 201.3, 202, 203, 204, 206, 216, 218, 218.5, 218.6, 221,
13 222, 225.5, 226, 226.7, 256, 510, 512, 516, 550, 551, 552, 1174, , 1182.12, 1194, 1194.2, 1197,
14 , 1197.2, 1198, 2802, and 2810.5); to the extent permitted by law, claims for civil penalties under
15 PAGA, including Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2698 *et seq* and 2699
16 *et seq*; all claims arising under: the Wage Orders of the California Industrial Welfare
17 Commission; California Business and Professions Code §§17200, *et seq.*; California Civil Code,
18 to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil
19 Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR
20 §778.315; federal common law and, to the extent permitted by law, the Employee Retirement
21 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law.
22 Plaintiff's General Release also include, but are not limited to, all claims for lost wages and
23 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising
24 under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
25 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the
26 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
27 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and
28 the law of contract and tort. This release excludes the release of claims not permitted by law.

1 Plaintiff's General Release include all claims, whether known or unknown. Even if
2 Plaintiff discovers facts in addition to or different from those he now knows or believes to be true
3 with respect to the subject matter of Plaintiff's General Release, those claims will remain released
4 and forever barred. Thus, as of the Effective Final Settlement Date, Plaintiff shall be deemed to
5 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
6 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision
7 under federal or state law, which provides:

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

12 **8. SETTLEMENT ADMINISTRATOR**

13 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
14 Settlement Administrators to administer the Settlement, which includes but is not limited to
15 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
16 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
17 expenses of the Settlement Administrator, currently estimated to be \$9,950.00 will be paid from
18 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
19 less than \$9,950.00, the difference between \$9,950.00 and the actual Settlement Administration
20 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
21 \$9,950.00, then such excess will be paid solely from the Gross Settlement Amount and
22 Defendant will not be responsible for paying any additional funds in order to pay these additional
23 costs.

24 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
25 **PROCESS**

26 **A. Notice to the Settlement Class Members**

27 (1) Within ten (10) calendar days after the Preliminary Approval Date,
28 Defendant's Counsel shall provide the Settlement Administrator with information with respect

1 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
2 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
3 currently in Defendant's possession, custody, or control; (4) Social Security Number(s) in
4 Defendant's possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates,
5 and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member
6 ("Class List"). The Settlement Administrator shall perform an address search using the United
7 States Postal Service National Change of Address ("NCOA") database and update the addresses
8 contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar
9 days of receiving the Class List from Defendant, the Settlement Administrator shall mail the
10 Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S.
11 Mail using the most current mailing address information available. The Settlement Administrator
12 shall maintain the Class List and digital copies of all the Settlement Administrator's records
13 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
14 the Effective Final Settlement Date.

15 (2) The Class Notice will set forth:

- 16 (a) the Settlement Class Member's estimated Individual
17 Settlement Payment and Individual PAGA Payment,
18 and the basis for each;
- 19 (b) the information required by California Rule of Court,
20 rule 3.766, subdivision (d);
- 21 (c) the material terms of the Settlement;
- 22 (d) the proposed Settlement Administration Costs;
- 23 (e) the definition of the Settlement Class;
- 24 (f) a statement that the Court has preliminarily approved
25 the Settlement;
- 26 (g) how the Settlement Class Member can obtain
27 additional information, including contact information
28 for Class Counsel;

- 1 (h) information regarding opt-out and objection
2 procedures;
- 3 (i) the date and location of the Final Approval Hearing;
4 and
- 5 (j) that the Settlement Class Member must notify the
6 Settlement Administrator no later than the Response
7 Deadline if the Settlement Class Member disputes the
8 accuracy of the number of Workweeks as set forth on
9 his or her Class Notice (“Workweek Dispute”). If a
10 Settlement Class Member fails to timely dispute the
11 number of Workweeks attributed to him or her in
12 conformity with the instructions in the Class Notice,
13 then he or she shall be deemed to have waived any
14 objection to its accuracy and any claim to any
15 additional settlement payment based on different data.

16 (3) If a Class Notice from the initial notice mailing is returned as
17 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
18 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
19 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
20 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
21 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
22 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
23 Administrator with a forwarding address before the Response Deadline shall be promptly re-
24 mailed to the forwarding address affixed thereto.

25 (4) No later than seven (7) calendar days from the Response Deadline, the
26 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
27 completion of the notice process, including the number of attempts to obtain valid mailing
28 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,

1 and copies of all Requests for Exclusion (opt-outs) and Objections received by the Settlement
2 Administrator.

3 **B. Objections.**

4 Only Participating Class Members may object to the Settlement. In order for any
5 Participating Class Member to object to this Settlement in writing, or any term of it, he or she
6 must do so by mailing a written objection to the Settlement Administrator at the address or phone
7 number provided on the Class Notice no later than the Response Deadline. The Settlement
8 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
9 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
10 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
11 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
12 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
13 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
14 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
15 Objection. If a Participating Class Member objects to the Settlement, he/she will remain a
16 member of the Settlement Class and if the Court approves this Agreement, the Participating Class
17 Member will be bound by the terms of the Settlement in the same way and to the same extent as
18 a Participating Class Member who does not object. The date of mailing of the Class Notice to
19 the objecting Participating Class Member shall be conclusively determined according to the
20 records of the Settlement Administrator. Participating Class Members need not object in writing
21 to be heard at the Final Approval Hearing; they may object or comment in person at the hearing
22 at their own expense. Class Counsel and Defendant's Counsel may respond to any objection
23 lodged with the Court up to five (5) court days before the Final Approval Hearing or at the Final
24 Approval Hearing.

25 **C. Requesting Exclusion.**

26 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
27 Settlement by mailing a written request to be excluded from the Settlement ("Request for
28 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.

1 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
2 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
3 statement: "Please exclude me from the Settlement Class in the *Jose Gregorio Garcia v. Inwesco*
4 *Incorporated, et al.* matter" or a statement of similar meaning. The Settlement Administrator
5 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
6 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
7 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
8 Member who requests exclusion using this procedure will not be entitled to receive any payment
9 from the Settlement and will not be bound by the Settlement Agreement or have any right to
10 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
11 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
12 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
13 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
14 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
15 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
16 Exclusion will control and the Objection will be overruled. Settlement Class Members who
17 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
18 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
19 Payments, and will be bound by the release of the PAGA Released Claims.

20 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

21 Each Participating Class Member may dispute the number of Workweeks attributed to
22 him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed
23 to the Settlement Administrator by the Settlement Class Member, postmarked on or before the
24 Response Deadline. Absent evidence rebutting Defendants' records, Defendants' records may
25 be presumed determinative. However, if a Participating Class Member produces evidence to the
26 contrary, the Settlement Administrator shall immediately provide copies of all disputes to Class
27 Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes
28 directly with relevant Participating Class Member(s) with the assistance of Defendant and Class

Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. NULLIFICATION OF THE SETTLEMENT AGREEMENT

A. Defendant's Option to Nullify the Settlement Agreement. If Participating Class Members representing more than an aggregate total of ten percent (10%) of the verified workweeks opt out of the Settlement, Defendant, in its sole discretion, shall have the option of nullifying the Settlement Agreement. Defendant shall give written notice to Class Counsel within seven (7) calendar days after the Settlement Administrator informs the Parties that the opt out rate exceeds the aggregate total of ten percent (10%) of the verified workweeks. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

B. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein without requiring material changes to the basic Settlement terms (basic Settlement terms include monetary sums to be paid in the Settlement; the parameters of the Released Claims and the covered Class Period; revisions to the Increase In Workweeks provision contained herein; and revisions to Defendants' Option To Nullify The Settlement Agreement provision contained herein); (ii) the Court does not finally approve the Settlement as provided herein without requiring material changes to the basic Settlement terms (basic Settlement terms include monetary sums to be paid in the Settlement; the parameters of the Released Claims and the covered Class Period; revisions to the Increase In Workweeks provision contained herein; and revisions to Defendants' Option To Nullify The Settlement Agreement provision contained herein); (iii) Defendants exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties shall be returned

to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

11. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Participating Class Members' Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Participating Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

B. To determine each Participating Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$10,000.00 (the PAGA Payment).

1 **D.** Individual Settlement Payments and Individual PAGA Payments shall be paid
2 to Participating Class Members and/or Aggrieved Employees by way of check. When a
3 Participating Class Member is also an Aggrieved Employee, one check may be issued that
4 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

5 **12. DISTRIBUTION OF PAYMENTS**

6 **A. Distribution of Individual Settlement Payments and Individual PAGA**
7 **Payments.**

8 Participating Class Members will receive an Individual Settlement Payment and
9 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
10 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
11 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
12 calendar days after expiration of the 180-day period, checks for such payments shall be
13 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
14 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
15 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
16 Procedure section 384, shall be transmitted to the California Controller’s Unclaimed Property
17 Fund. The Settlement Administrator shall prepare a report regarding the distribution plan
18 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
19 by Class Counsel along with a proposed amended judgment that is consistent with the
20 provisions of Code of Civil Procedure section 384.

21 **B. Funding of Settlement.**

22 Defendant shall, within twenty-one (21) calendar days of the Effective Final Settlement
23 Date, make payment of the Gross Settlement Amount and Employer Taxes to the Settlement
24 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
25 bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for
26 distribution in accordance with this Agreement and the Court’s Orders and subject to the
27 conditions described herein. Defendant shall, within seven (7) calendar days of the Settlement
28 Administrator notifying Defendant of the amount of Defendant’s share of taxes owed on the

wages portion of the settlement (“Employer’s Taxes”), make payment of said Employer’s Taxes to the Settlement Administrator for deposit into an interest-bearing QSA with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders subject to the conditions described herein. Individual Settlement Payments for Class Members and Individual PAGA Payments to Aggrieved Employees shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this Agreement and approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

13. ATTORNEYS’ FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’ fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00). Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel’s prosecution of this matter as set forth by declaration testimony in an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Awards of attorneys’ fees and costs shall

1 be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs
2 necessary to prosecute, settle, and obtain an Effective Final Settlement in the Action. The
3 "future" aspect of the amounts stated herein includes, without limitation, all time and expenses
4 expended by Class Counsel (including any appeals therein). There will be no additional charge
5 of any kind to either the Participating Class Members or request for additional consideration from
6 Defendant for such work. unless, Defendant materially breach this Agreement, including any
7 term regarding funding, and further efforts are necessary from Class Counsel to remedy said
8 breach, including, without limitation, moving the Court to enforce the Agreement. Should the
9 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
10 the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
11 Settlement Amount.

12 **14. SERVICE AWARD TO PLAINTIFF**

13 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
14 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
15 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
16 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
17 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
18 the unapproved portion(s) shall be a part of the Net Settlement Amount.

19 **15. TAXATION AND ALLOCATION**

20 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
21 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
22 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
23 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
24 Participating Class Member's Individual Settlement Share will be withheld from the Individual
25 Settlement Share in order to yield the Individual Settlement Payment. The amount of federal
26 income tax withholding will be based upon a flat withholding rate for supplemental wage
27 payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or
28 supplemented. Income tax withholding will also be made pursuant to applicable state and/or

1 local withholding codes or regulations.

2 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
3 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
4 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
5 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
6 set forth in this Section may be modified in a manner to bring Defendant into compliance with
7 any such changes.

8 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
9 the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of
10 payroll taxes as described above.

11 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
12 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
13 be relied upon as such within the meaning of United States Treasury Department Circular 230
14 (31 C.F.R. Part 10, as amended) or otherwise.

15 **16. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

16 The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the
17 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
18 (75%) of the amount allocated toward PAGA penalties (\$30,000.00) will be paid to the LWDA
19 and twenty-five percent (25%) (\$10,000.00) will be distributed to Aggrieved Employees on a *pro*
20 *rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the
21 PAGA Period.

22 **17. COURT APPROVAL**

23 This Agreement is contingent upon obtaining an Effective Final Settlement. In the event
24 it becomes impossible to obtain an Effective Final Settlement, the Parties shall be restored to
25 their respective positions in the Action prior to entry of this Settlement. If this Settlement
26 Agreement is voided and/or there is no Effective Final Settlement, this Settlement Agreement
27 shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the
28 Court reserves any authority to issue any appropriate orders when denying approval; and/or (b)

there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

18. INCREASE IN WORKWEEKS

Defendant represents that there are no more than 19,555 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or 1,955 Workweeks, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally by the workweeks in excess of 21,510 multiplied by the workweek value; or (b) cap the Release Period as of the date that the 10% of workweeks is exceeded. In the event Defendant chooses option (a) to increase the Gross Settlement Amount, the workweek value shall be calculated by dividing the Gross Settlement Amount by 19,555. The Parties agree that the workweek value amounts to and the settlement amounts to \$71.59 per workweek (\$1,400,000 / 19,555 workweeks). Thus, for example, should there be 22,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$35,079.10. (22,000 workweeks – 21,510 workweeks x \$71.59/workweek.)

19. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website.

20. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior

1 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
2 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
3 therewith. The Parties, and each of them, participated in the negotiation and drafting of this
4 Agreement and had available to them the advice and assistance of independent counsel. As such,
5 neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be
6 construed against the other. The Agreement may be modified only by a writing signed by counsel
7 for the Parties and approved by the Court.

8 **B. Further Cooperation.**

9 The Parties and their respective attorneys shall proceed diligently to prepare and execute
10 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
11 necessary to consummate the Settlement as expeditiously as possible.

12 **C. Counterparts.**

13 The Agreement may be executed in one or more actual or non-original counterparts, all
14 of which will be considered one and the same instrument and all of which will be considered
15 duplicate originals.

16 **D. Authority.**

17 Each individual signing below warrants that he or she has the authority to execute this
18 Agreement on behalf of the Party for whom or which that individual signs.

19 **E. Force Majure.**

20 The failure of any party to perform any of its obligations hereunder shall not subject such
21 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
22 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
23 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
24 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,
25 terrorist acts, acts or failures to act of any third parties, or any other similar or different
26 circumstances or causes beyond the reasonable control of such party.

27 **F. No Third-Party Beneficiaries.**

28 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,

1 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
2 party beneficiaries.

3 **G. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
5 or legal holiday, that deadline shall be continued until the following business day.

6 **H. Severability.**

7 In the event that one or more of the provisions contained in this Agreement shall for any
8 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
9 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
10 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
11 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12 **I. Non-Admission of Liability; No Waiver of Arbitration Agreements.**

13 The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between
14 them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement
15 Agreement, Defendant does not admit, and specifically deny, having any federal, state, or local law;
16 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
17 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any
18 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees.
19 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
20 connected with it, shall be construed as an admission or concession by Defendant of any such violations
21 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
22 of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered
23 or received as evidence in any action or proceeding to establish any liability or admission on the part of
24 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
25 with, federal, state, local or other applicable law. Nor shall anything in this Settlement Agreement be
26 construed or deemed an admission that the Action was properly brought as a class action pursuant to
27 California Code of Civil Procedure section 382, a representative action under California Business and
28 Professions Code section 17200 and/or a private attorney general action under PAGA. Nor shall anything

1 in this Settlement Agreement or in the Preliminary Approval or Order Granting Final Approval be
2 deemed a waiver of Defendant's right to enforce the applicable arbitration agreements, if any, of Class
3 Members in the future as to Plaintiff, members of the Class or otherwise.

4 **J. Publicity.**

5 Plaintiff and Class Counsel represent that they will not issue any press, publications, or other
6 media releases about the Settlement (including, but not necessarily limited to advertising or marketing
7 materials or on social media that identifies Defendants) or have any communication with the press or
8 media regarding the Settlement. Nothing in this paragraph shall be construed to prohibit Class Counsel
9 from communicating with Class Members for the sole purpose of administering this settlement or
10 correcting any known misinformation regarding the Settlement after receiving approval from Defendants
11 and/or their counsel of record. Nor shall anything in this Paragraph prevent Class Counsel from
12 working with the Settlement Administrator for notice of the Settlement to reach Class Members.

13
14 **IT IS SO AGREED:**

15 Dated: 03/25/2022, 2022


Jose Garcia (Mar 25, 2022 10:19 PDT)

JOSE GREGORIO GARCIA
Plaintiff and Class Representative

16
17
18 Dated: _____, 2022

INWESCO INCORPORATED
Defendant
By:
Its:

19
20
21
22 **AGREED AS TO FORM:**

23 Dated: May 2, 2022


DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Jose Gregorio Garcia

1 in this Settlement Agreement or in the Preliminary Approval or Order Granting Final Approval be
2 deemed a waiver of Defendant's right to enforce the applicable arbitration agreements, if any, of Class
3 Members in the future as to Plaintiff, members of the Class or otherwise.

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6 media releases about the Settlement (including, but not necessarily limited to advertising or marketing
7 materials or on social media that identifies Defendants) or have any communication with the press or
8 media regarding the Settlement. Nothing in this paragraph shall be construed to prohibit Class Counsel
9 from communicating with Class Members for the sole purpose of administering this settlement or
10 correcting any known misinformation regarding the Settlement after receiving approval from Defendants
11 and/or their counsel of record. Nor shall anything in this Paragraph prevent Class Counsel from
12 working with the Settlement Administrator for notice of the Settlement to reach Class Members.

13
14 **IT IS SO AGREED:**

15 Dated: _____, 2022

16 JOSE GREGORIO GARCIA
17 Plaintiff and Class Representative

18 Dated: MARCH 22, 2022

David J. Mous COO
19 INWESCO INCORPORATED

20 Defendant

21 By: DAVID L. MOPPIN
Its:

22 **AGREED AS TO FORM:**

23 Dated: _____, 2022

24 DAVID D. BIBIYAN
25 VEDANG J. PATEL
26 Counsel for Plaintiff Jose Gregorio Garcia

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Dated: April 26, 2022



CHRISTINE D. BARAN
ANDREW C. CRANE
**Counsel for Defendant, IMWESCO
INCORPORATED**