

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Steve Diab Qawas (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Socal Framing, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Spencer C. Skeen, Nikolas T. Djordjeovski, and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

The Settlement Agreement does not include any provision that the Court’s Case Management Order prohibits from being included. The Settlement Agreement is signed by all necessary parties.

On or about April 23, 2019, Plaintiff filed a class action complaint against Defendant in Riverside County Superior Court titled *Steve Diab Qawas, et al. v. Socal Framing, Inc.*, Case No. RIC1902588 (the “Action”). The Action alleges that Defendant: (i) failed to pay minimum wages; (ii) failed to pay overtime wages; (iii) failed to separately compensate all rest periods; (iv) failed to provide all meal periods; and (v) engaged in unfair and unlawful business practices.

On April 23, 2020, the Parties attended private mediation with Mark Rudy, Esq. and reached a classwide resolution of all claims at issue in the Action. As a material term of the Parties’ settlement, Plaintiff agrees to file a First Amended Complaint (“FAC”) which will add factual allegations and classwide causes of action for wage statement penalties (Labor Code § 226 *et seq.*), waiting time penalties (Labor Code §§ 201-203), and civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) based on the underlying Labor Code violations pled therein.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Socal Framing, Inc. who worked in California between April 23, 2015, and the date of preliminary approval of the settlement (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties will revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) along with their respective heirs, beneficiaries,

guardians, and assigns, will fully release and discharge Defendant, its officers, directors, employees, and agents (collectively, the “Released Parties”), as follows:

- A. Settlement Class Members and their heirs, beneficiaries, guardians, and assigns, will release the Released Parties from any and all claims stated in the complaint filed in the Action and those based solely upon the facts alleged in the complaint filed in the Action, including claims for: minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to accurately pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); rest period violations (Labor Code §§ 226.7, 516, 558); meal period violations (Labor Code §§ 226.7, 512, 558); wage statement violations (Labor Code § 226 *et seq.*); waiting time penalties (Labor Code §§ 201-203); unfair competition (Business and Professions Code § 17200 *et seq.*) (collectively, the “Released Claims”). The time period covered by this release is April 23, 2015, to the date of preliminary approval of the settlement.

The release will become effective upon the occurrence of all of the following events: (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters an order granting final approval of the Settlement; and (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement or the time for challenging the Settlement, whether by objection or appeal, has expired without such challenge being filed (the “Effective Date”).

- B. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA (including those under Labor Code § 2698 *et seq.*, also known as PAGA); Plaintiff does not release any aggrieved employee’s claim for wages or damages. The time period covered by this release is September 8, 2019, to the date of preliminary approval of the settlement.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and on behalf of his heirs, beneficiaries, guardians, and assigns, and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims or any other claims which cannot be released as a matter of law. Specifically excluded from this general release are any and all claims pertaining to Plaintiff’s pending workers’ compensation action, EAMS Case No. ADJ10613218. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by

him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of \$1,475,000.00 in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
 - B. Defendant will fund the Maximum Settlement Amount within 30 calendar days of the Effective Date.
 - C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class Members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$16,750.00;
 - (3) Up to \$5,000.00 for Plaintiff’s Class Representative Enhancement Payment in recognition for Plaintiff’s contributions to the Action and Plaintiff’s service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff will not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to 1/3 of the Maximum Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated at \$491,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$25,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees or costs, Class Counsel will not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) \$50,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of this amount (\$37,500.00) will be payable to the California Labor & Workforce Development Agency (“LWDA”), and the remaining 25% (\$12,500.00) will be payable to the Settlement Class Members as the “PAGA Amount,” as described below.
 - D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class Members who do not opt-out.
 - E. **Escalator Clause.** Defendant represents that the Settlement Class includes approximately 1,371 putative class members who performed work for Defendant

in California during the Class Period. If, as of the close of the Class Period, the number of putative class members has increased by 10% or more (i.e., if there are 1,509 or more putative class members), then Defendant agrees to increase the Maximum Settlement Amount on a proportional basis (e.g. if the actual number of putative class members is 20% greater than 1,371, Defendant agrees to increase the Maximum Settlement Amount by 20%).

F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include Employer Payroll Taxes, which will be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

G. If more than 10% of the Settlement Class Members opt-out of the Settlement, Defendant may rescind this Settlement Agreement by communicating that decision to both the Settlement Administrator and Plaintiff in writing.

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator will first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount will be known as the “Net Settlement Amount.”

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula:

- i. Wage Statement: 10% of the Net Settlement Amount plus the \$12,500.00 payable to the Settlement Class Members as the PAGA Amount will be designated as the “Wage Statement Amount.” Each participating Settlement Class Member who was employed by Defendant in California between April 23, 2018, and the close of the Class Period will receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- ii. PAGA Amount: The \$12,500.00 payable to the aggrieved employee with standing for PAGA penalties will be designated as the “PAGA Amount.” Each participating Settlement Class Member who was employed by Defendant in California between September 8, 2019, and the close of the Class Period will receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- iii. Waiting Time Amount: 10% of the Net Settlement Amount will be designated as the “Waiting Time Amount.” The Waiting Time Amount will

be distributed in equal shares to each participating Settlement Class Member who separated their employment with Defendant on or after April 23, 2016.

- iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.
 - C. Within 10 business days following the funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
 - D. Each Individual Settlement Payment (not including any PAGA Amount) will be allocated as 1/3 wages and 2/3 penalties and interest. The PAGA Amount will be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment.
 - E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks are not cashed within 180 days after mailing will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that they claim their property.
 - F. Neither Plaintiff nor Defendant will bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 1/3 of the Maximum Settlement Amount, which is currently estimated to be \$491,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and

all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including responding to any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and will be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$16,750.00 for the administration services to be paid from the Maximum Settlement Amount. The Settlement Administrator will be responsible for depositing into an account and holding the various payments from Defendant comprising the Maximum Settlement Amount, sending Notice Packets to the Settlement Class Members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator will be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff will apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Steve Diab Qawas as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Settlement Award, and Request for Exclusion), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class will be notified as follows:

- A. Within 10 business days after entry of an order preliminarily approving the Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and workweek data for the Settlement Administrator to use to determine the number of workweeks worked by each Settlement Class Member during the Class Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator will (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class Member; and (iv) mail a Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator will resend the Notice Packet to the Settlement Class Member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator will have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed will inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet will state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information

listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. Employees entitled to a share of the PAGA Amount will receive payment for their share of the PAGA Amount even if they request exclusion from the class and do not receive a class portion of their Individual Settlement Payment.
- iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class Member to appeal from the final judgment.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who will serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Any objections shall (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) state the basis of the Settlement Class Member's objection to the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. Defendant's counsel and Class Counsel will file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class Member who wishes to may also appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member will disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement

Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

- G. Defendant understands its legal obligation not to retaliate against the Settlement Class Members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff will apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement will operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Settlement does not receive final approval by the Court, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **No Tax Advice.** Each of the Parties acknowledges and agrees that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their counsel and other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each of the Parties (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any of the other Parties or any counsel or advisor to any of the other Parties, and (c) is not entitled to rely upon any communication or disclosure by any other counsel or advisor to any of the other Parties to avoid any tax penalty that may be imposed on any of the Parties; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such

limitation is legally binding) upon disclosure by any of the Parties of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

14. Confidentiality. The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff and his counsel agree that they have not and will not publish the Agreement. Plaintiff's counsel will not report the Agreement in any medium or in any publication, will not post or report anything regarding the claims of Plaintiff or the Settlement Class or the Agreement on their website, and will not contact any reporters or media regarding the Agreement. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the California Labor and Workforce Development Agency ("LWDA"), and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class Members and/or otherwise answering their questions regarding the Settlement.

15. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement will be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

to Defendant: Nikolas T. Djordjevski of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4370 La Jolla Village Drive, Suite 990, San Diego, CA 92122
nikolas.djordjevski@ogletree.com

16. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. Counterparts. This Settlement Agreement may be executed electronically by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together will be deemed to constitute one and the same instrument.

18. Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All terms and conditions of this Settlement will be governed by and

interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

19. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure section 664.6, the Imperial County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED:

6/9/21

DEFENDANT SOCAL FRAMING, INC.

By: Stephen Wilson
Name: STEPHEN WILSON
Title: PIRPS.

DATED:

PLAINTIFF STEVE DIAB QAWAS

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 06/09/2021

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: Spencer C. Skeen
Spencer C. Skeen
Nikolas T. Djordjevski
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

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DATED:

DEFENDANT SOCAL FRAMING, INC.

By: _____
Name: _____
Title: _____

DATED: 6/11/21

PLAINTIFF STEVE DIAB QAWAS

By:  6/11/21
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____
Spencer C. Skeen
Nikolas T. Djordjevski
Attorneys for Defendant

DATED: 6/17/2021

HAINES LAW GROUP, APC

By:  _____
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

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