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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DAVID ORTIZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ROLLING GREEN, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVDS2023754

[Assigned for all purposes to the Hon.
Jessica Morgan in Dept. S26]

**JOINT STIPULATION RE:
SETTLEMENT OF CLASS AND
REPRESENTATIVE ACTIONS**

ACTION FILED: October 30, 2020
TRIAL DATE: Unassigned

DAVID ORTIZ, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

ROLLING GREEN, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO: CIVSB2123095

[Assigned for all purposes to the Hon.
Jessica Morgan in Dept. S26]

ACTION FILED: August 11, 2021
TRIAL DATE: Unassigned

This *Joint Stipulation Regarding Settlement of Class and Representative Actions* ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiffs DAVID ORTIZ and JOSUE GASTELUM ("Plaintiffs"), on behalf of themselves and all others similarly situated and aggrieved, on one hand; and defendant, ROLLING GREEN, INC. ("Defendant"), on the other hand, in the consolidated civil actions entitled *David Ortiz, Et al. v. Rolling Green Inc.*, pending before the San Bernardino County Superior Court, Case No. CIVDS2023754, and *David Ortiz, Et al. v. Rolling Green, Inc.*, pending before the San Bernardino Superior Court, Case No. CIVSB21233095 (the "Actions"). Plaintiffs and Defendant shall be, at times, collectively referred to as the "Parties." This document is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Settlement Agreement.

1. DEFINITIONS

A. "Actions" means the consolidated civil actions entitled *David Ortiz v. Rolling Green, Inc.*, pending before the San Bernardino County Superior Court, Case No. CIVDS2023754, and *David Ortiz, Et al. v. Rolling Green, Inc.*, pending before the San Bernardino Superior Court, Case No. CIVSB21233095.

B. "Aggrieved Employees" means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer

organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

C. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

D. “Class Members,” “Settlement Class,” or “Settlement Class Members” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as hourly-paid, non-exempt employees at any time during the Class Period in the State of California

E. “Class Period” means the period from September 8, 2017, through December 7, 2023, unless shortened pursuant to Paragraph 17 of this Agreement.

F. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

G. “Court” means the Superior Court of the State of California for the County of San Bernardino.

H. “Defendant” means defendant Rolling Green, Inc.

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

J. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

K. “General Release” means the broader release of claims by Plaintiffs, which is in addition to Plaintiffs’ limited release of claims as a Participating Class Member.

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1 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
2 Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00),¹ which shall be
3 paid by Defendant, from which all payments for the Individual Settlement Payments to
4 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
5 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Incentive
6 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
7 Employer Taxes, which shall be paid by Defendant separately, apart, and in addition to the Gross
8 Settlement Amount.

9 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
10 for his or her share of the PAGA Payment, which may be in addition to his or her potential
11 Participating Individual Settlement Share if he or she is also a Participating Class Member.

12 **N. “Individual Settlement Payment”** means payment made to a Participating Class
13 Member of his or her net share of the Net Settlement Amount. The employees’ share of taxes and
14 withholdings with respect to the wage portion of the Participating Individual Settlement Share
15 will be withheld from the Participating Individual Settlement Share, as specified in this
16 Agreement, in order to yield the Individual Settlement Payment.

17 **O. “LWDA Payment”** means the payment to the Labor and Workforce Development
18 Agency of the State of California (“LWDA”) for its seventy-five percent (75%) share of the total
19 amount allocated toward penalties under the PAGA Allocation, all of which is to be paid from
20 the Gross Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero
21 Cents (\$50,000.00) shall be allocated toward PAGA penalties (“PAGA Allocation”), of which
22 Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be the LWDA
23 Payment, and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be paid
24 to Aggrieved Employees on a *pro rata* basis based on the Pay Periods worked in the PAGA
25 Period, as further set out herein (“PAGA Payment”).

26 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
27 that is available for distribution to the Participating Class Members after deductions for the Court-

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

1 approved allocations for Settlement Administration Costs, Incentive Awards to Plaintiffs, an
2 award of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, the
3 LWDA Payment and the PAGA Payment.

4 **Q. "Operative Complaint" or "Complaint"** means the Third Amended Complaint
5 to be filed in the Action.

6 **R. "PAGA Payment"** is the 25% portion of the Fifty Thousand Dollars and Zero
7 Cents (\$50,000.00) that is allocated toward PAGA penalties (Twelve Thousand Five Hundred
8 Dollars and Zero Cents (\$12,500.00)) that will be paid to Aggrieved Employees on a *pro rata*
9 basis based on the Pay Periods worked as non-exempt, hourly-paid employees in California in
10 the PAGA Period, which would be in addition to their Individual Settlement Payment if they are
11 Participating Class Members, as well.

12 **S. "PAGA Period"** means the period from September 24, 2019 through the end of
13 the Class Period.

14 **T. "Participating Class Members"** means all Settlement Class Members who do
15 not submit a timely and valid Request for Exclusion.

16 **U. "Participating Individual Settlement Share"** means the gross amount of the Net
17 Settlement Amount that a Participating Class Member is eligible to receive based on the number
18 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
19 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
20 may be entitled if he or she is also an Aggrieved Employee.

21 **V. "Pay Period"** means any pay period during which an Aggrieved Employee
22 worked for Defendant for at least one day during the PAGA Period, based on dates of
23 employment (*i.e.* hire dates, re-hire dates [as applicable], and termination dates [as applicable]).

24 **W. "Plaintiffs," "Named Plaintiffs," or "Class Representatives"** shall refer to
25 plaintiffs David Ortiz and Josue Gastelum.

26 **X. "Preliminary Approval Date"** means the date the Court enters an Order granting
27 preliminary approval of the Settlement.

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1 **Y. “Released Parties”** shall mean Defendant and its past, present and/or future,
2 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
3 representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and
4 assigns.

5 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
6 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
7 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
8 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
9 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
10 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, to mail
11 any Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be
12 the exclusive means for determining whether a Request for Exclusion, Objection or Workweek
13 Dispute was submitted within the Response Deadline.

14 **AA. “Request for Exclusion”** means a written request to be excluded from the
15 Settlement Class pursuant to Paragraph 9 (C) below.

16 **BB. “Incentive Awards”** means monetary amounts to be paid to plaintiff David Ortiz
17 of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), and plaintiff Josue
18 Gastelum of up to Five Thousand Dollars and Zero Cents (\$5,000.00), for a total of Twelve
19 Thousand Five Hundred (\$12,500.00) , which, subject to Court approval, will be paid out of the
20 Gross Settlement Amount.

21 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, translating the
23 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
24 Spanish, calculating Participating Individual Settlement Shares Individual Settlement Payments,
25 Individual PAGA Payments, as well as associated taxes and withholdings, providing
26 declarations, generating Individual Settlement Payment checks and related tax reporting forms,
27 doing administrative work related to unclaimed checks, transmitting payment to Class Counsel
28 for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and

1 expenses, to Plaintiffs for their Incentive Awards and to the LWDA for the LWDA Payment,
2 providing weekly reports of opt-outs, objections and related information, and any other actions
3 of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this
4 Agreement. The Settlement Administration Costs are estimated not to exceed \$12,950.00. If the
5 actual amount of the Settlement Administration Costs is less than \$12,950.00, the difference
6 between \$12,950.00 and the actual Settlement Administration Costs shall be a part of the Net
7 Settlement Amount. If the Settlement Administration Costs exceed \$12,950.00, then such excess
8 will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for
9 paying any additional funds to pay these additional costs.

10 **DD. “Settlement Administrator”** means the Third-Party Administrator chosen by the
11 Plaintiffs, through Class Counsel, that will be responsible for the administration of the Settlement
12 including, without limitation, translating the Class Notice in Spanish, distribution of the
13 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
14 and related matters under this Agreement. Through Class Counsel, Plaintiffs have selected
15 Phoenix Class Action Administration Solutions (“Phoenix”).

16 **FF. “Workweeks”** means the number of weeks that a Settlement Class Member was
17 employed by Defendant for at least one day in a non-exempt, hourly position during the Class
18 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
19 applicable).

20 **2. BACKGROUND**

21 **A.** On September 24, 2020, plaintiff David Ortiz filed with the LWDA and served on
22 Defendant a notice under Labor Code section 2699.3, stating he intended to serve as a proxy of
23 the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
24 violations (“PAGA Notice”).

25 **B.** On October 30, 2020, plaintiff David Ortiz filed a putative wage-and-hour class
26 action, alleging causes of action against Defendant in the San Bernardino Superior Court, Case
27 No. CIVDS2023754, for: (1) failure to pay overtime wages; (2) failure to pay minimum wages;
28 (3) failure to provide meal periods or compensation in lieu thereof; (4) failed to provide rest

1 periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from
2 employment; (6) failure to provide accurate wage statements; (7) failure to indemnify for
3 business expenses; and (8) engaging in unfair competition (the “Class Action”).

4 **C.** On August 11, 2021, after sixty-five (65) days had passed since plaintiff David
5 Ortiz filed the PAGA Notice, without any action by the LWDA concerning the alleged Labor
6 Code violations, plaintiff David Ortiz filed a separate representative action in the San Bernardino
7 Superior Court, Case No. CIVSB2123095, seeking PAGA civil penalties against Defendant for
8 Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

9 **D.** On November 19, 2021, the Court in the PAGA Action deemed the PAGA Action
10 to be related to the Class Action.

11 **E.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
12 mediation, in which Defendant agreed to produce, among other things: (1) a sample of timecards
13 from 2017-2022; (2) a sample of payroll records for Defendant’s current and former employees;
14 (3) putative class data points, including the total hours worked by putative class members and
15 the number of pay periods from October 30, 2016 through mediation, average hourly rates of
16 pay, and the number of putative class members separated from employment in the waiting time
17 penalty period; (4) all policy documents of Defendants; (5) Defendant’s employee handbook;
18 and (6) relevant collective bargaining agreements.

19 **F.** On December 7, 2023, the Parties participated in a full-day mediation before Lynn
20 Frank, Esquire, a well-regarded mediator experienced in mediating complex labor and
21 employment matters. With the mediator’s evaluation and assistance, the Parties reached the
22 Settlement to resolve the Action. As part of this Agreement, the Parties agree to stipulate to
23 plaintiff David Ortiz’s filing of a Third Amended Complaint in the Class Action, adding all
24 allegations brought in the PAGA Action and Josue Gastelum as a named representative, and
25 request for dismissal of the PAGA Action, without prejudice, thereby effectively consolidating
26 the PAGA Action into the Class Action for purposes of this Settlement (hereinafter, the
27 “Action”).

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1 **G.** Class Counsel have conducted significant investigation of the law and facts
2 relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the
3 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
4 Class, taking into account the sharply contested issues involved, the expense and time necessary
5 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
6 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
7 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
8 to be received by Settlement Class Members.

9 **H.** Defendant desires to settle the Action for the purpose of avoiding the burden,
10 expense and uncertainty of continuing litigation, and for the purpose of putting to rest the
11 controversies engendered by the Action.

12 **I.** Defendant has concluded that, because of the substantial expense of defending
13 against the Action, the length of time necessary to resolve the issues presented herein, the
14 inconvenience involved and the concomitant disruption to its business operations, it is in its best
15 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
16 claims asserted against them in the Action and the PAGA Notice. However, Defendant
17 nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and
18 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
19 engendered by the Action.

20 **J.** This Agreement is intended to and does effectuate the full, final, and complete
21 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
22 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
23 and Aggrieved Employees.

24 **3. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of the Action. The
26 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
27 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
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1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rules of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. AMENDED COMPLAINT AND MOTIONS FOR APPROVAL OF**
7 **SETTLEMENT**

8 The Parties hereby stipulate to plaintiff David Ortiz's filing of a Third Amended
9 Complaint in the Class Action, adding all allegations brought in the PAGA Action and adding
10 plaintiff Josue Gastelum as a named representative, and request for dismissal of the PAGA
11 Action, without prejudice, thereby effectively consolidating the PAGA Action into the Class
12 Action for purposes of this Settlement (the "Operative Complaint"). The Parties hereby expressly
13 agree that should the Court finally approve the Settlement, Plaintiff's PAGA claims from the
14 PAGA Action will be effectively added into the Operative Complaint and will relate back to the
15 date on which Plaintiff filed the PAGA Notice. In the event the Court does not grant final
16 approval of this Settlement, Plaintiffs will be permitted to separately refile the PAGA Action
17 without prejudice and the filing shall relate back to the original filing date of the PAGA Action.

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

1 **6. STATEMENT OF NO ADMISSION**

2 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiffs and the
3 Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA
4 Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
5 allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in
6 the event that this Agreement is not approved by the Court or any appellate court, is terminated,
7 or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or
8 affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice,
9 and Defendant will not be deemed to have waived, limited or affected in any way any of their
10 objections or defenses in the Action and the PAGA Notice. The Parties shall be restored to their
11 respective positions in the Action prior to the execution of this Settlement. Payment of wages
12 under this Settlement neither extends nor alters the Class Members' period of employment with
13 Defendant for any purpose.

14 **7. RELEASE OF CLAIMS**

15 **A. Release by All Participating Class Members.**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
17 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
18 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and
19 all Participating Class Members, release all claims, rights, demands, damages, liabilities, and
20 causes of action, in law or in equity, arising at any time during the Class Period for the claims
21 that were alleged or reasonably could have been alleged based on the facts stated in the Operative
22 Complaint, including, but not limited to: (1) all claims for failure to pay overtime wages; (2) all
23 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or
24 compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in
25 lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6)
26 all claims for failure to provide accurate wage statements; (7) all claims for failure to indemnify
27 for business expenses; (8) all claims for failure to allow inspection and copying of personnel
28 records; and (9) all claims asserted through California Business & Profession Code section

17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint (the “Class Released Claims”).

B. Release by All Aggrieved Employees

For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims for PAGA civil penalties asserted in the Operative Complaint and the PAGA Notice or that could have been based on the factual allegations asserted in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, *et seq.*, 404, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among others (the “PAGA Released Claims”). The Class Released Claims and the PAGA Released Claims shall be referred to herein as the “Released Claims.”

C. Claims Not Released

The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

D. General Release

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation

1 arising out of, relating to, or in connection with any act or omission of the Released Parties
2 through the date of entry of an order granting final approval of the Settlement in connection with
3 Plaintiffs' employment with Defendant or termination thereof, except for any and all other claims
4 that may not be released as a matter of law through this Agreement. To the extent of the General
5 Release provided herein, Plaintiffs stipulate and agree that, upon entry of an Order granting Final
6 Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement
7 Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to
8 effectuate the Settlement, they shall have expressly waived and relinquished, to the fullest extent
9 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
10 or any other similar provision under federal or state law, which provides:

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

15 **8. SETTLEMENT ADMINISTRATOR**

16 Phoenix shall administer the Settlement, which includes, but is not limited to, translating
17 the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and
18 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
19 the Settlement Administrator, currently estimated to be \$12,950.00, will be paid from the Gross
20 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
21 \$12,950.00, the difference between \$12,950.00 and the actual Settlement Administration Costs
22 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
23 \$12,950.00, then such excess will be paid solely from the Gross Settlement Amount and
24 Defendant will not be responsible for paying any additional funds in order to pay these additional
25 costs.

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1 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
2 **PROCESS**

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

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

19 (2) The Class Notice will set forth:

- 20 (a) the Settlement Class Member's estimated Participating Individual
21 Settlement Share and Individual PAGA Payment, and the basis for
22 each;
23 (b) the information required by California Rule of Court, rule 3.766,
24 subdivision (d);
25 (c) the material terms of the Settlement;
26 (d) the proposed Settlement Administration Costs;
27 (e) the definition of the Settlement Class;

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

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

26 (4) No later than seven (7) calendar days from the Response Deadline, the
27 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
28 completion of the notice process, including the number of attempts to obtain valid mailing

addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections

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

C. Requesting Exclusion

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

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

22 Each Settlement Class Member may dispute the number of Workweeks attributed to him
23 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
24 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
25 Response Deadline. The Settlement Administrator shall immediately provide copies of all
26 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
27 such disputes directly with relevant Settlement Class Member(s) with the assistance of
28

Defendant’s Counsel and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. 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 worked 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 Pay Periods worked during the PAGA Period. Specific calculations of the Participating Individual Settlement Share 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 Settlement Class Member during the Class Period (“Class Member’s Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”).

B. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Participating Individual Settlement Share = (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net Settlement Amount.

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1 C. The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s).”

4 D. To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = (Aggrieved Employee’s Pay Periods worked ÷ PAGA Pay Periods) x
7 \$12,500.00 (the PAGA Payment).

8 E. Individual Settlement Payments and Individual PAGA Payments shall be paid
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments**

14 Participating Class Members will receive an Individual Settlement Payment. Individual
15 Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180)
16 calendar days after the date of their issuance. Thereafter, checks for such payments shall be
17 canceled and funds associated with such checks shall be considered unpaid, unclaimed, or
18 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).
19 The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section
20 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San
21 Francisco, California 94104 for use in San Bernardino County. The Settlement Administrator
22 shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section
23 384 and the report shall be presented to the Court by Class Counsel along with a proposed
24 amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

25 **B. Settlement Administrator’s Report Following Settlement Distribution**

26 After settlement fund distribution, and at the Parties’ and Parties Counsel’s joint or
27 independent requests, the Settlement Administrator shall provide written reports or declarations
28 to the Parties and Parties Counsels’ describing, among other things, the results of the settlement

1 fund distribution process, including an accounting of: (1) Individual Settlement Payments; (2)
2 Settlement Administration Costs; (3) the LWDA Payment; (4) Individual PAGA Payments; (5)
3 the Incentive Award payments; and (6) the Attorneys' Fees and Cost Award payable under this
4 Settlement as well as the transfer of all amounts associated with any voided checks, which report
5 or declarations Plaintiffs will file with the Court if required by the Court.

6 **C. Funding of Settlement**

7 Defendant shall have two (2) calendar years to fund the Gross Settlement Amount , in
8 twenty-four (24) equal monthly installment payments to the Settlement Administrator beginning
9 January 2024, including Employer Taxes pursuant to Internal Revenue Code section 1.468B-1,
10 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured
11 banking institution, for distribution in accordance with this Agreement and the Court's Orders
12 and subject to the conditions described herein. If Defendant chooses to increase the Gross
13 Settlement Amount pursuant to Paragraph 17 of this Agreement, Defendant shall fully fund the
14 Gross Settlement Amount no later than one (1) year from the Final Approval Date. The last
15 installment will include Defendant's share of taxes owed on the wages portion of the settlement.

16 **D. Time for Distribution**

17 Within fourteen (14) calendar days after payment of the full Gross Settlement Amount
18 and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement
19 Administrator shall distribute all payments due from the QSA for: (1) the Incentive Awards to
20 Plaintiffs, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and
21 Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the
22 Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the
23 Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5)
24 Individual PAGA Payments to Aggrieved Employees, as specified in this Agreement and
25 approved by the Court; and (6) Individual Settlement Payments to Participating Class Members,
26 less applicable taxes and withholdings, as specified in this Agreement and approved by the Court.
27 All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata*
28 basis to Participating Class Members based on the number of Workweeks worked by them in the

Class Period.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to Four Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$437,500.00). 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 be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and Class Counsel has to move the Court to enforce the Agreement in order to remedy said breach. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. INCENTIVE AWARDS TO PLAINTIFFS

Named Plaintiffs shall seek, and Defendant shall not oppose, Incentive Awards in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to plaintiff David Ortiz and Five Thousand Dollars and Zero Cents (\$5,000.00) to plaintiff Josue Gastelum, for a total of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiffs, for their participation in and assistance with the Action. Any Incentive Awards and additional consideration awarded and/or paid to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Incentive Award

1 in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net
2 Settlement Amount.

3 **14. TAXATION AND ALLOCATION**

4 a. Each Participating Individual Settlement Share shall be allocated as follows: 20%
5 as wages (to be reported on an IRS Form W-2); and 80% as interest and penalties (to be reported
6 on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties.
7 The Parties agree that the employees' share of taxes and withholdings with respect to the wage
8 portion of the Participating Individual Settlement Share will be withheld from the Participating
9 Individual Settlement Share in order to yield the Individual Settlement Payment. If applicable,
10 the amount of federal income tax withholding will be based upon a flat withholding rate for
11 supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as
12 amended or supplemented. Income tax withholding will also be made pursuant to applicable
13 state and/or local withholding codes or regulations.

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

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

23 d. Neither Counsel for Plaintiffs nor Defendant intend anything contained in this
24 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
25 be relied upon as such within the meaning of United States Treasury Department Circular 230
26 (31 C.F.R. Part 10, as amended) or otherwise.

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1 **15. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

2 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
3 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
4 (75%) of the amount allocated toward PAGA or \$37,500.00 will be paid to the LWDA and
5 twenty-five percent (25%) or \$12,500.00 will be distributed to Aggrieved Employees on a *pro*
6 *rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the
7 PAGA Period.

8 **16. COURT APPROVAL**

9 This Agreement is contingent upon an Order by the Court granting Final Approval of the
10 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
11 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
12 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
13 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
14 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
15 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
16 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
17 the Settlement Agreement being voided or not approved, and which control in such an event. In
18 the event the Court does not grant final approval of this Settlement, Plaintiffs will be permitted
19 to separately refile the PAGA Action without prejudice and the filing shall relate back to the
20 original filing date of the PAGA Action.

21 **17. INCREASE IN WORKWEEKS**

22 Defendant represents that there are no more than 60,000 Workweeks worked by Class
23 Members during the Class Period. In the event the number of Workweeks worked by Class
24 members during the Class Period increases by more than 10% or 6,000 Workweeks, then, at its
25 option, Defendant may elect to: (A) increase the Gross Settlement Amount in proportion to the
26 increased percentage For example, if such increase in Workweeks is 15% over 60,000
27 Workweeks, then Gross Settlement Amount will increase by 5%, or (B) end the Class Period on
28 the date on which the number of Workweeks reaches 66,000. If Defendant elects to shorten the

1 Class Period to prevent an increase in the Gross Settlement Amount, then the Class Period will
2 be shortened to the date on which the number of Work Weeks reaches 66,000. The Workweek
3 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
4 (\$1,250,000.00) by 60,000. The Parties agree that the Workweek Value amounts to, and the
5 settlement amounts to \$20.83 per Workweek (\$1,250,000 / 60,000 Workweeks). Thus, for
6 example, should there be 67,000 Workweeks worked by Class Members during the Class Period,
7 and should Defendant elect the first of these two options, then the Gross Settlement Amount shall
8 be increased by \$20,830. (67,000 Workweeks – 66,000 Workweeks x \$20.83/Workweek.)

9 **18. NOTICE OF JUDGMENT**

10 In addition to any duties set out herein, the Settlement Administrator shall provide
11 notice of the Final Judgment entered in the Action by posting the same on its website for a
12 period of no less than one (1) year.

13 **19. MISCELLANEOUS PROVISIONS**

14 **A. Interpretation of the Agreement**

15 This Agreement constitutes the entire agreement between the Parties with respect to its
16 subject matter. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary, or contradict its terms. In entering into this
19 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of law provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of San Bernardino, and Plaintiffs and Defendant
25 hereby consents to the personal jurisdiction of the Court in the Action over it solely in connection
26 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
27 each of them, participated in the negotiation and drafting of this Agreement and had available to
28 them the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendant

1 may claim that any ambiguity in this Agreement should be construed against the other. The
2 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
3 the Court.

4 **B. Further Cooperation**

5 The Parties and their respective attorneys shall proceed diligently to prepare and execute
6 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
7 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
8 will not take any action inconsistent with this Agreement, including, without limitation,
9 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
10 Party has taken actions inconsistent with the Settlement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
12 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
13 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
14 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
15 opt-outs and/or objections.

16 **C. Counterparts**

17 The Agreement may be executed in one or more actual or non-original counterparts,
18 including electronic signatures , all of which will be considered one and the same instrument and
19 all of which will be considered duplicate originals.

20 **D. Authority**

21 Each individual signing below warrants that he or she has the authority to execute this
22 Agreement on behalf of the Party for whom or for which those individuals sign.

23 **E. No Third-Party Beneficiaries**

24 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
25 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
26 party beneficiaries.

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1 **F. Deadlines Falling on Weekends or Holidays**

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

4 **F. Jurisdiction of the Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
7 of this Settlement Agreement and all orders and judgments entered in connection therewith,
8 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing, and enforcing the settlement embodied in this Settlement
10 Agreement and all orders and judgments entered in connection therewith.

11 **H. Severability**

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

17 **IT IS SO AGREED:**

18
19 Dated: 8/20, 2024


David Ortiz (Aug 20, 2024 16:57 PDT)

DAVID ORTIZ
Plaintiff and Class Representative

20
21
22 Dated: 8/19, 2024


Josue Gastelum (Aug 19, 2024 15:56 PDT)

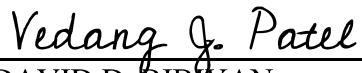
JOSUE GASTELUM
Plaintiff and Class Representative

23
24
25 Dated: 08/27/24, 2024


Carlos Valderrama (Aug 27, 2024 09:52 CDT)
ROLLING GREEN, INC.
Defendant
By: Carlos Valderrama
Its: CEO/CFO

APPROVED AS TO FORM:

Dated: August 20, 2024



DAVID D. BIBIYAN

VEDANG J. PATEL

Counsel for Plaintiffs, DAVID ORTIZ and
JOSUE GASTELUM

Dated: August 23, 2024



JAVIER RIVERA CARBONE

Counsel for Defendant, ROLLING GREEN,
INC.