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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MERCEDES RODRIGUEZ, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

ULTRA PRO INTERNATIONAL LLC, a
Delaware limited liability company;
CITISTAFF SOLUTIONS INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV11250

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. 6]

CLASS ACTION

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

Action Filed: March 22, 2021
Trial Date: None Set

This Stipulation re: Class Action and Representative Action Settlement (“Settlement” or
“Agreement” or “Settlement Agreement”) is made by and between plaintiff Mercedes Rodriguez
 (“Plaintiff”) individually and on behalf of the Settlement Class, on the one hand; and defendant

1 Ultra Pro International LLC (“Ultra Pro” or “Defendant”), on the other hand, in the lawsuit
2 entitled *Rodriguez v. Ultra Pro International, LLC, et al.*, filed in Los Angeles County Superior
3 Court, Case No. 21STCV11250 (the “Class Action”) and the lawsuit entitled *Rodriguez v. Ultra*
4 *Pro International, LLC, et al.* filed in Los Angeles County Superior Court, Case No.
5 21STCV10799 (the “PAGA Action”). Plaintiff and Defendant shall be, at times, collectively
6 referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever
7 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
8 Agreement.

9 **1. DEFINITIONS**

10 **A. “Action”** means, collectively *Rodriguez v. Ultra Pro International, LLC, et al.*,
11 filed in Los Angeles County Superior Court, Case No. 21STCV11250 and the lawsuit entitled
12 *Rodriguez v. Ultra Pro International, LLC, et al.* filed in Los Angeles County Superior Court,
13 Case No. 21STCV10799.

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

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

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

22 **E. “Class Period”** means the period from September 22, 2017 through: (1) the
23 Preliminary Approval Date; or (2) the date that the Workweeks worked by Class Members during
24 the Class Period reaches 27,732 if Defendant elects to shorten the Class Period pursuant to
25 Paragraph 17 of the Settlement Agreement.

26 **F. “Court”** means the Superior Court of the State of California for the County of
27 Los Angeles.

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

5 **H. “Defendant”** means Ultra Pro International, LLC.

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

12 **K. “Gross Settlement Amount” or “Gross Fund Value”** means a non-reversionary
13 fund in the sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00),¹ which shall
14 be paid by Defendant, from which all payments for the Individual Settlement Payments to
15 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
16 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
17 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
18 Employer Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross
19 Settlement Amount.

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

23 **M. “Individual Settlement Payment”** means a payment to a Participating Class
24 Member of his or her net share of the Net Settlement Amount.

25 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
26 Amount that a Participating Class Member is projected to receive based on the number of
27 Workweeks that he or she worked as a Settlement Class Member during the Class Period for

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

Defendant, whether directly or placed through a staffing agency or professional employer organization, during the Class Period, which shall be reflected in his or her Class Notice.

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

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

Q. “Operative Complaint” or “Complaint” means the First Amended Complaint filed with the Court in *Rodriguez v. Ultra Pro International, LLC, et al.*, in Los Angeles County Superior Court, Case No. 21STCV11250 (*i.e.*, the Class Action) that effectively consolidates the allegations of the PAGA Action into the Class Action for the purpose of settlement approval.

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

S. “PAGA Period” means the period from October 14, 2019 through the end of the Class Period.

1 **T. “Participating Class Members”** means all Settlement Class Members who do
2 not submit a timely and valid Request for Exclusion.

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

8 **V. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
9 Plaintiff Mercedes Rodriguez

10 **W. “Preliminary Approval Date”** means the date on which the Court enters an
11 Order granting preliminary approval of the Settlement.

12 **X. “Released Parties”** shall mean Defendant, its affiliates, parents, subsidiaries,
13 officers, directors, shareholders, employees and managing agents. Released Parties shall
14 expressly include any staffing agencies and professional employer organizations who placed
15 employees with Defendant, including, without limitation, CitiStaff Solutions Inc. (and any of its
16 affiliates, parents, subsidiaries, officers, directors, shareholders, employees and managing
17 agents) who remain liable for the allegations made against them in the Class Action and/or PAGA
18 Action.

19 **Y. “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.

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

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

6 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
9 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
10 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
11 taxes and withholdings, providing declarations, generating Individual Settlement Payment
12 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
13 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
14 reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the
15 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
16 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
17 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
18 not to exceed \$11,000.00 If the actual amount of the Settlement Administration Costs is less than
19 \$11,000.00 the difference between \$11,000.00 and the actual Settlement Administration Costs
20 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
21 \$11,000.00 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 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
25 agreed upon by the Parties that will be responsible for the administration of the Settlement
26 including, without limitation, translating the Class Notice in Spanish, the distribution of the
27 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
28 and related matters under this Agreement.

1 **DD.** “**Settlement Class**” or “**Settlement Class Members**” means all persons currently
2 or formerly employed by Defendant, whether directly employed by UltraPro or placed there by
3 CitiStaff Solutions, Inc. (“CitiStaff”), another staffing agency, or a professional employer
4 organization as non-exempt, hourly paid employees in the State of California during the Class
5 Period.

6 **EE.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
7 employed by and worked for the Defendant in a non-exempt, hourly position during the Class
8 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
9 applicable).

10 **2. BACKGROUND**

11 **A.** On October 14, 2020, Plaintiff filed with the LWDA and served on Defendant,
12 and CitiStaff, a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a
13 proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code
14 violations. (“PAGA Notice”).

15 **B.** On March 22, 2020, Plaintiff filed a putative wage-and-hour class action alleging
16 that, during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay
17 overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
18 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
19 (5) failed to pay wages due upon separation from employment; (6) failed to issue accurate and
20 compliant wage statements; and (7) engaged in unfair competition.

21 **C.** On March 19, 2021 after sixty-five (65) days had passed without any Action by
22 the LWDA with respect to the alleged labor code violations, Plaintiff filed a separate
23 representative action under PAGA seeking PAGA civil penalties against Defendant, and
24 CitiStaff, on behalf of herself and all other non-exempt, hourly-paid employees for various Labor
25 Code violations as alleged in the PAGA Notice (*i.e.*, the PAGA Action).

26 **D.** 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 15% sampling
28 of time and payroll records for Class Members working through mediation; (2) hire dates and

1 termination dates for approximately 15% of Class Members working through mediation; (3)
2 contact information for 20 Class Members directly employed by Defendant and 20 putative class
3 members employed by CitiStaff placed to work for Defendant; (4) Defendant's employee
4 handbooks; and (5) all documents pertaining to Plaintiff in Defendants' possession.

5 **E.** On March 9, 2022 the Parties participated in a full-day mediation before Nikki
6 Tolt Esquire, a well-regarded mediator experienced in mediating complex labor and employment
7 matters. With the aid of the mediator's evaluation, the Parties reached the Settlement, subject to
8 Court approval, to resolve the Action. To facilitate the Settlement, Plaintiff will file a First
9 Amended Complaint in the Class Action that effectively consolidates the allegations in the Class
10 Action and PAGA Action into the Class Action, as further set out below, and, thereafter, dismiss
11 the PAGA Action without prejudice.

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

20 **G.** Defendant has concluded that, because of the substantial expense of defending
21 against the Action, the length of time necessary to resolve the issues presented herein, the
22 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
23 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
24 claims asserted against it in the Action and the PAGA Notice. However, Defendant desires to
25 settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
26 litigation and for the purpose of putting to rest the controversies engendered by the Action.
27 Defendant expressly reserves its right to seek contribution, indemnification, or any other
28 recovery as may be allowed by law or equity, from CitiStaff for all amounts it may be required

1 to pay in connection with this Settlement including, but not limited to, the full amount of the
2 Gross Settlement Amount. Plaintiff and Ultra Pro, also seek an Order from this Court ordering
3 CitiStaff to pay its share of the Employer's Taxes for its workers, cooperate with the Settlement
4 Administrator to provide prepare the Class Member notice, the Class List, respond to Workweek
5 Data disputes, and otherwise cooperate with the Settlement Administrator to ensure the
6 distribution of settlement payments to the Class Members, as set forth in §§ 9 and 10 below.

7 **H.** This Agreement is intended to and does effectuate the full, final, and complete
8 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
9 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
10 and Aggrieved Employees, except the claims for contribution, indemnification, or the recovery
11 of the Gross Settlement Fund by Ultra Pro against CitiStaff.

12 **3. JURISDICTION**

13 The Court has jurisdiction over the Parties and the subject matter of the Action. The
14 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
15 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
16 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
17 pursuant to California Rule of Court, Rule 3.769, subdivision (h).

18 **4. STIPULATION OF CLASS CERTIFICATION**

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

21 **5. AMENDMENT OF PLEADINGS AND MOTIONS FOR APPROVAL**
22 **OF SETTLEMENT**

23 The Parties hereby stipulate to the filing of a First Amended Complaint in the Class
24 Action that includes all of the allegations in the PAGA Action. When the First Amended
25 Complaint is filed, Plaintiff will dismiss the PAGA Action without prejudice, thereby effectively
26 consolidating all allegations in the PAGA Action into the Class Action.

27 After full execution of this Agreement, Plaintiff will move for an order granting
28 preliminary approval of the Settlement, approving and directing the mailing of the proposed

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

9 The Parties hereby expressly agree that whether or not the Court finally approves the
10 Settlement, Plaintiff’s allegations from the PAGA Action will be effectively consolidated into
11 the Class Action, will relate back to the date on which Plaintiff filed the PAGA Notice, and
12 Defendant will be estopped from making any argument that there is any adverse effect on the
13 statute of limitations caused by Plaintiff’s dismissal of the PAGA Action without prejudice to
14 effectuate this consolidation.

15 **6. STATEMENT OF NO ADMISSION**

16 Defendant denies any wrongdoing of any sort and further deny any liability to Plaintiff
17 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
18 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
19 or allegations asserted in the Action or the PAGA Notice. Defendant contends that it has
20 complied at all times with the California Labor Code and the regulations of and Wage Orders
21 issued by the Industrial Welfare Commission, and denies that any Class Member is entitled to
22 any additional compensation, penalties, restitution, interest or payment of any kind. Nothing in
23 this Agreement shall be construed or deemed an admission of fault, liability, culpability,
24 negligence, or wrongdoing on the part of Defendant, and Defendant denies any such liability.
25 Each of the Parties has entered into this Agreement with the intention to avoid further disputes
26 and litigation. Except as set forth elsewhere herein, in the event that this Agreement is not
27 approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable,
28 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 and 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.

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 of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims against the Released Parties asserted in the Operative Complaint, or any and all claims that may be or could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For the duration of the Class Period, the release includes, for all Participating Class Members all claims, rights, demands, liabilities, and causes of action, contingent or vested, in law in equity, brought by the Class Members or that could have been brought by Plaintiff or any Class Member against Defendant, including but not limited to: (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, or compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (e) all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for non-compliant wage statements; and (g) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the 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 asserted in the PAGA Notice and thereafter alleged in the Operative Complaint for PAGA civil penalties, or that could have been asserted based on the facts alleged in the PAGA Notice and Operative Complaint, including claims for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and

1 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
2 204, 226, 226. 7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 1102.5, 1174, 1174.5, 1194,
3 1197, 1197.5, 1198.5, 2802, 2810.3, and 2810.5, (the “PAGA Released Claims”). The Class
4 Released Claims and PAGA Released Claims shall be referred to herein as the “Released
5 Claims”.

6 **D. General Release.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
8 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full
9 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
10 addition to the Released Claims, Plaintiff makes the additional following General Release:
11 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
12 action of every nature and description whatsoever, known or unknown, asserted or that might
13 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
14 law or regulation arising out of, relating to, or in connection with any act or omission of the
15 Released Parties through the date of full execution of this Agreement in connection with
16 Plaintiff’s employment with Defendant or the termination thereof, except for any and all other
17 claims that may not be released as a matter of law through this Agreement. To the extent of the
18 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
19 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the
20 Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes
21 necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the
22 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
23 California Civil Code, or any other similar provision under federal or state law, which provides:

24 A general release does not extend to claims which the creditor
25 does not know or suspect to exist in his or her favor at the time of
26 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor or
released party.

27 **8. SETTLEMENT ADMINISTRATOR**

28 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix

Settlement Administrators to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$11,000.00 will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$11,000.00, the difference between \$11,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$11,000.00 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.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

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

1 of notice to any Settlement Class Member, for at least four (4) years from the Final Approval
2 Date.

3 (2) The Class Notice will set forth:

- 4 (a) the Settlement Class Member's estimated Individual
5 Settlement Payment and Individual PAGA Payment,
6 and the basis for each;
- 7 (b) the information required by California Rule of Court,
8 rule 3.766, subdivision (d);
- 9 (c) the material terms of the Settlement;
- 10 (d) the proposed Settlement Administration Costs;
- 11 (e) the definition of the Settlement Class;
- 12 (f) a statement that the Court has preliminarily approved
13 the Settlement;
- 14 (g) how the Settlement Class Member can obtain
15 additional information, including contact information
16 for Class Counsel;
- 17 (h) information regarding opt-out and objection
18 procedures;
- 19 (i) the date and location of the Final Approval Hearing;
20 and
- 21 (j) that the Settlement Class Member must notify the
22 Settlement Administrator no later than the Response
23 Deadline if the Settlement Class Member disputes the
24 accuracy of the number of Workweeks as set forth on
25 his or her Class Notice ("Workweek Dispute"). If a
26 Settlement Class Member fails to timely dispute the
27 number of Workweeks attributed to him or her in
28 conformity with the instructions in the Class Notice,

then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

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

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the 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 or phone number 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 Plaintiff's 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

1 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
2 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
3 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
4 will remain a member of the Settlement Class and if the Court approves this Agreement, the
5 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
6 the same extent as a Settlement Class Member who does not object. The date of mailing of the
7 Class Notice to the objecting Settlement Class Member shall be conclusively determined
8 according to the records of the Settlement Administrator. Settlement Class Members need not
9 object in writing to be heard at the Final Approval Hearing; they may object or comment in
10 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
11 to any objection lodged with the Court up to five (5) court days before the Final Approval
12 Hearing.

13 **C. Requesting Exclusion.**

14 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
15 Settlement by mailing a written request to be excluded from the Settlement ("Request for
16 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
17 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
18 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
19 statement: "Please exclude me from the Settlement Class in the *Rodriguez v. Ultra Pro*
20 *International, LLC, et al.* matter" or any statement of similar meaning standing for the
21 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
22 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
23 and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the
24 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
25 Class Member who requests exclusion using this procedure will not be entitled to receive any
26 payment from the Settlement and will not be bound by the Settlement Agreement or have any
27 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
28 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will

1 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
2 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
3 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
4 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
5 Request for Exclusion will control and the Objection will be overruled. Settlement Class
6 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
7 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
8 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

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

10 Each Settlement Class Member may dispute the number of Workweeks attributed to him
11 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
12 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
13 Response Deadline. The Settlement Administrator shall immediately provide copies of all
14 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
15 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
16 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
17 dispute.

18 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
19 **PAGA PAYMENTS**

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

28 **A.** The Settlement Administrator will determine the total number of Workweeks

1 worked by each Settlement Class Member during the Class Period (“Class Member’s
2 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
3 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
4 Administrator will determine the total number of Workweeks worked by each Aggrieved
5 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
6 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
7 (“PAGA Workweeks”).

8 ///

9 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
10 Settlement Administrator will use the following formula: Individual Settlement Share =
11 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

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

18 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
19 to Participating Class Members by way of check and is referred to as “Individual Settlement
20 Payment(s)”.

21 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
22 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
23 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) × \$10,000.00
24 (the PAGA Payment).

25 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
26 to Participating Class Members and/or Aggrieved Employees by way of check. When a
27 Participating Class Member is also an Aggrieved Employee, one check may be issued that
28 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

1 **11. DISTRIBUTION OF PAYMENTS**

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

3 Participating Class Members will receive an Individual Settlement Payment and
4 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
5 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
6 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
7 calendar days after expiration of the 180-day period, checks for such payments shall be
8 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
9 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
10 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
11 Procedure section 384, shall be transmitted to Court Appointed Special Advocates (“CASA”)
12 for use in Los Angeles County. The Parties and their counsel, by signing this Agreement, agree
13 that they have no interest in the governance of the *cy pres* recipient, nor do they have a conflict
14 of interest with the *cy pres* recipient designated herein. The Settlement Administrator shall
15 prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section
16 384 and the report shall be presented to the Court by Class Counsel along with a proposed
17 amended judgment that is consistent with the provisions of Code of Civil Procedure section
18 384.

19 **B. Funding of Settlement.**

20 Defendant shall make payment of the Gross Settlement Amount (as the same may be
21 escalated pursuant to Paragraph 17 of this Agreement) as follows: (1) within ten(10) calendar
22 days after the Preliminary Approval Date, make payment of the one-third (1/3) of the Gross
23 Settlement Amount to the Settlement Administrator for deposit in an interest-bearing qualified
24 settlement account (“QSA”) with an FDIC insured banking institution; (2) and will make two
25 further one-third (1/3) payments of the Gross Settlement Amount to the Settlement Administrator
26 for deposit into the QSA no later than thirty (30) calendar days after the Final Approval Date and
27 Employer Taxes to the Settlement Administrator for deposit into the QSA for distribution in
28 accordance with this Agreement and the Court’s Orders and subject to the conditions described

herein.

In the event the Gross Settlement Amount is increased pursuant to Paragraph 17 of this Agreement, the difference between the escalated Gross Settlement Amount and \$500,000.00 shall be paid within thirty (30) calendar days of the Final Approval Date.

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.

12. 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 One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). 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 Twenty Thousand Dollars and Zero Cents (\$20,000.00). 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 breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. 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. SERVICE AWARD TO PLAINTIFF

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

14. TAXATION AND ALLOCATION

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

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the

1 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
2 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
3 set forth in this Section may be modified in a manner to bring Defendant into compliance with
4 any such changes.

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

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

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

13 The Parties agree to allocate Forty-Thousand Dollars and Zero Cents (\$40,000.00) of the
14 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
15 (75%) of the amount allocated toward PAGA (\$30,000.00) will be paid to the LWDA and twenty-
16 five percent (25%) (\$10,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis
17 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
18 Period.

19 **16. COURT APPROVAL**

20 This Agreement is contingent upon an order by the Court granting Final Approval of the
21 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
22 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
23 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
24 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
25 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
26 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
27 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
28 the Settlement Agreement being voided or not approved, and which control in such an event.

1 **17. INCREASE IN WORKWEEKS**

2 Defendant represents that there are no more than 25,122 Workweeks worked during the
3 Class Period. In the event the number of Workweeks worked by Class Members during the
4 Class Period increases by more than 10%, or 2,521 Workweeks, then Defendant may elect to:
5 (1) shorten the Class Period to end on a date prior to the Preliminary Approval Date which
6 results in less than a 10% increase in the total number of Workweeks; or (2) increase the Gross
7 Settlement Amount proportionally by the Workweeks in excess of 25,122 Workweeks
8 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the
9 originally agreed-upon Gross Settlement Amount (\$500,000.00) by 25,122 Workweeks, which
10 amounts to a Workweek Value of \$19.90. Thus, for example, should there be 28,000
11 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
12 \$57,272.20. ((28,000 Workweeks – 25,212 Workweeks) x \$19.90 per Workweek.)

13 **18. NOTICE OF JUDGMENT**

14 In addition to any duties set out herein, the Settlement Administrator shall provide
15 notice of the Final Judgment entered in the Action by posting the same on its website for a
16 period of no less than four (4) years.

17 **19. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement.**

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

1 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
2 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
3 and each of them, participated in the negotiation and drafting of this Agreement and had available
4 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
5 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
6 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
7 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. The Parties agree that they
12 will not take any action inconsistent with this Agreement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
14 Party has taken actions inconsistent with the Settlement, including, without limitation,
15 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
16 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
17 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
18 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
19 opt-outs and/or objections.

20 **C. Counterparts.**

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

24 **D. Authority.**

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

27 **E. 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 **F. 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. Confidentiality.**

7 The Parties agree not to disclose or publicize the settlement, including the MOU, the fact
8 of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
9 manner or form, directly or indirectly, to any person or entity, except those, like the Settlement
10 Administrator, who are required to effectuate the terms of the Settlement, or Class Members who
11 may contact Class Counsel about its terms.

12 **I. Severability.**

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

18
19 **IT IS SO AGREED:**

20 Dated: Sep 20, 2022, 2022


Mercedes Rodríguez (Sep 20, 2022 16:42 PDT)

MERCEDES RODRIGUEZ
Plaintiff and Class Representative

21
22
23 Dated: _____, 2022

ULTRA PRO INTERNATIONAL, LLC
Defendant
By:
Its:

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25
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27 ///

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

3 **F. 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. Confidentiality.**

7 The Parties agree not to disclose or publicize the settlement, including the MOU, the fact
8 of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
9 manner or form, directly or indirectly, to any person or entity, except those, like the Settlement
10 Administrator, who are required to effectuate the terms of the Settlement, or Class Members who
11 may contact Class Counsel about its terms.

12 **I. Severability.**

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

18
19 **IT IS SO AGREED:**

20 Dated: _____, 2022

MERCEDES RODRIGUEZ
Plaintiff and Class Representative

21
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23 Dated: September 20, 2022, 2022

ULTRA PRO INTERNATIONAL, LLC
Defendant
By: Jay Kuo
Its: President

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AGREED AS TO FORM:

Dated: September 27, 2022

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff MERCEDES
RODRIGUEZ**

Dated: _____, 2022

JOHN A. CONKLE
AMANDA R. WASHTON

**Counsel for Defendant, ULTRA PRO
INTERNATIONAL, LLC**

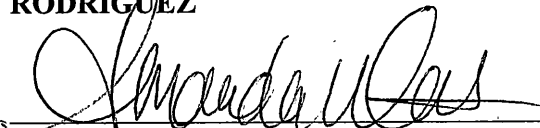
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AGREED AS TO FORM:

Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff MERCEDES
RODRIGUEZ

Dated: 9/29, 2022



JOHN A. CONKLE
AMANDA R. WASHTON

Counsel for Defendant, ULTRA PRO
INTERNATIONAL, LLC