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21
22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **FOR THE COUNTY OF VENTURA**

24 **Fernando Romero**, individually and on behalf of
25 all similarly situated individuals,

26 Plaintiff,

27 vs.

28 **Retrofitting360, Inc.**, a California corporation;
29 **Arie Aharon**, an individual; and **Does 1-100**;

30 Defendants.

CASE NO. 56-2020-00546674-CU-OE-VTA

[Assigned to Honorable Jeffrey G. Bennett,
Department 21]

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS ACTION**

Complaint Filed: November 2, 2020
Trial Date: None Set.

1 This Joint Stipulation of Settlement and Release of Class Action (“Agreement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff Fernando Romero (“Plaintiff” or
3 “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants
4 Retrofitting360, Inc. and Arie Aharon (“Defendants”) (Plaintiff and Defendants are referred to herein
5 as the “Parties”).

6 This Stipulation is subject to the approval of the Court, pursuant to California Rules of Court,
7 Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of
8 the Action on a class-wide basis subject to the following terms and conditions.

9 This settlement shall be binding on Plaintiff and the Settlement Class and Aggrieved Employees
10 Plaintiff represents, on the one hand, and Defendants, on the other, subject to the terms and conditions
11 hereof and the approval of the Court.

12 RECITALS

13 1. Romero’s complaint was filed on November 2, 2020 against Defendants in Ventura County
14 Superior Court entitled *Fernando Romero v. Retrofitting360, Inc., et al.* Case Number No. 56-2020-
15 00546674, which sets forth the following causes of action: (1) failure to provide rest periods; (2) failure
16 to provide and maintain accurate records; (3) failure to timely pay wages; (4) civil penalties under the
17 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (5)
18 Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”). The complaint
19 was amended to allege causes of action for: (1) failure to pay all minimum wages owed; (2) failure to pay
20 all overtime wages owed; (3) failure to provide rest periods; (4) failure to provide meal periods; (5)
21 failure to provide and maintain accurate records; (6) failure to timely pay wages; (7) civil penalties under
22 the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and
23 (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”).

24 2. Defendants deny all material allegations set forth in the Action and have asserted
25 numerous affirmative and other defenses.

26 3. Notwithstanding, in the interest of avoiding further litigation, the Parties desire to fully
27 and finally settle all actual or potential claims by the Class Members.

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1 4. Class Counsel has conducted significant investigation during the prosecution of the
2 Action. This investigation has included, among other things, (a) numerous telephonic conferences with
3 Plaintiff; (b) inspection and analysis of numerous payroll and policy documents and other information
4 produced by Plaintiff and Defendants; (c) analysis of the legal positions taken by Defendants; (d)
5 investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of
6 potential class-wide damages, including information sufficient to understand Defendants' potential
7 defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the
8 Action and the potential defenses thereto; (g) assembling and analyzing of data for calculating damages;
9 and (h) hiring the services of an expert to analyse and prepare Defendants' exposure. Defendants also
10 agreed to provide Class Counsel with financial data establishing their ability to pay any potential
11 settlement.

12 5. The extensive informal discovery conducted in this matter, as well as discussions between
13 counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding
14 of the merits of their positions and to evaluate the risks of continued litigation and the value of the
15 Settlement Class' claims. The informal discovery and investigation conducted in this Action and the
16 information exchanged by the Parties through discovery and settlement discussions are sufficient to
17 reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and
18 equitable basis.

19 6. On September 23, 2021, the Parties participated in mediation before Nikki Tolt of ACT
20 Mediation (the "Mediator"), a well-respected mediator of employment and wage and hour class actions.
21 While the case did not settle at the mediation, the Parties continued to negotiate the terms of this
22 Settlement with the assistance of Ms. Tolt. Ultimately, the Parties agreed to the principal terms of a
23 class action and PAGA settlement that were reduced to writing in this Stipulation.

24 7. The settlement discussions before, during, and after mediation were conducted at arm's
25 length and the settlement is the result of an informed and detailed analysis of Defendants' potential
26 liability in relation to the costs and risks associated with continued litigation.

27 8. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and
28 contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and

1 acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action
2 against Defendants through trial and through appeals. Class Counsel has taken into account the
3 uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as
4 well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining
5 certification of the Action as well as trying the claims of the class. Class Counsel is mindful of the
6 potential problems of proof under, and possible defenses to, the claims alleged in the Action and
7 litigation of those claims on a class-wide basis.

8 9. Class Counsel believes that the Settlement set forth in this Stipulation confers substantial
9 benefits upon Plaintiff and the Class Members and that an independent review of this Stipulation by the
10 Court in the approval process will confirm this conclusion. Based on their own independent investigation
11 and evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation is in the
12 best interests of Plaintiff and the Class Members.

13 10. Based on the data and documents produced during informal discovery and in response to
14 a Labor Code sections 226 and 1198.5 records request, Class Counsel's own independent investigation
15 and evaluation, and the Mediator's efforts, Class Counsel believes that the settlement with Defendants
16 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
17 adequate and is in the best interest of the Class Members in light of all known facts and circumstances,
18 including the risk of significant delay and uncertainty associated with litigation, various defenses
19 asserted by Defendants, the sharply contested legal and factual issues involved, and numerous appellate
20 issues.

21 11. Similarly, Defendants concluded that there are benefits associated with settling the
22 Action at this stage. After taking into account the sharply disputed factual and legal issues involved in
23 the Action, the expense and burden of protracted litigation, and its desire to put the controversy to rest,
24 Defendants believe that settlement on the terms set forth in this Agreement is in its best interest and is
25 fair and reasonable. Defendants in particular have concluded that the future costs and expenses involved
26 in continuing the Action are substantial and chose to eliminate any further expenses, attorneys' fees,
27 and risks via the Settlement. In particular, given the severely disputed nature of the case, it is expected
28 that substantial expenses will be incurred determining many issues dealing with discovery, a class

1 certification motion, a Summary Judgment motion, eventual trial, and possible appeals.

2 12. This Settlement Agreement is made and entered into by and between Plaintiff,
3 individually and on behalf of all others similarly situated and aggrieved, and Defendants, and is subject
4 to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that
5 this Agreement is entered into solely for the purpose of compromising significantly disputed claims and
6 that nothing herein is an admission of any liability or wrongdoing by Defendants. If, for any reason the
7 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned
8 to their original respective positions.

9 13. The Parties agree to abide by the terms of the Class Settlement in good faith and to
10 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
11 legal challenge, whether by appeal or collateral attack.

12 DEFINITIONS

13 The following definitions are applicable to this Settlement Agreement. Definitions contained
14 elsewhere in this Settlement Agreement will also be effective:

15 1. "**Action**" means *Fernando Romero v. Retrofitting360, Inc., et al.* Ventura County, Case No.
16 56-2020-00546674.

17 2. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by the Parties
18 and approved by the Court for Class Counsel's litigation and resolution of this Action, and all costs
19 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated
20 with documenting the Settlement, securing the Court's approval of the Settlement, responding to any
21 objections to the settlement and appeals arising therefrom, administering the Settlement, and obtaining
22 entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request
23 attorneys' fees not in excess of one-third of the Maximum Settlement Amount, or up to Seventy-Five
24 Thousand Dollars (\$75,000.00). The Class Counsel's Fees and Costs will also mean and include the
25 additional reimbursement of Class Counsel's actual reasonable costs incurred in connection with Class
26 Counsel's litigation and settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents
27 (\$15,000.00), subject to the Court's approval. Defendants agree not to oppose Class Counsel's request
28 for fees and reimbursement of costs as set forth above.

1 3. **“Class Counsel”** means Elliot J. Siegel and Julian Burns King of King & Siegel LLP.

2 4. **“Class List”** means a complete list of all Class Members that Defendants will diligently
3 and in good faith compile from their records and provide to the Settlement Administrator within fifteen
4 (15) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a
5 readable Microsoft Office Excel spreadsheet and will include Class Members’ names, last-known
6 addresses, last-known telephone numbers, social security numbers, start date of employment; end date
7 of employment; number of work weeks qualifying as a Class Member during the Class Period; and the
8 total number of work weeks of all Class Members during the Class Period.

9 5. **“Class Member(s)”** or **“Settlement Class”** or the **“Class”** means all non-exempt,
10 hourly employees employed by Defendants who worked at least one shift in California from October 28,
11 2016 to January 31, 2022, whichever is earlier. Defendants represented that there are approximately 80
12 Class Members as of October 7, 2021 (shortly after the mediation in this matter), who collectively
13 worked approximately 4,011 workweeks. Defendants represent that there are approximately 82 Class
14 Members as of January 31, 2022, who collectively worked approximately 4,347 workweeks. These
15 representations are a material term for Plaintiff entering into this Stipulation.

16 6. **“Class Pay Period Value”** means the value of all Class Member pay periods which
17 the Settlement Administrator shall determine by dividing the Net Settlement Amount by the Total
18 Class Pay Periods.

19 7. **“Class Period”** means the period from October 28, 2016 to January 31, 2022.

20 8. **“Class Representative”** means Plaintiff Fernando Romero (“Romero”), who will seek
21 to be appointed as the representative for the Settlement Class.

22 9. **“Class Representative Enhancement Payment”** means the amounts to be paid to
23 Romero in recognition of his effort and work in prosecuting the Action on behalf of Class Members and
24 negotiating the Settlement. Defendants agree not to dispute that the Class Representative will be paid,
25 subject to Court approval, up to Ten Thousand Dollars (\$10,000) from the Maximum Settlement
26 Amount for his services on behalf of the class, subject to the Court granting Final Approval of this
27 Settlement Agreement and subject to the exhaustion of any and all appeals. Should the Court reduce the
28 Class Representative Enhancement Payment, any such reduction shall revert to the Net Settlement

distributed to Participating Class Members.

10. **"Court"** means the Superior Court of California, County of Ventura.

11. **"Defendants"** means Retrofitting360, Inc. and Arie Aharon.

12. **"Effective Date"** means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this Settlement Agreement has been executed by all parties and by counsel for the Settlement Class and Defendants; (ii) the Court has given Preliminary Approval to the Settlement, including approving a provisional Settlement Class; (iii) notice has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of the Settlement or to opt-out of the Settlement; and (iv) either (1) the Court has held a formal fairness hearing and, having heard no objections to the Settlement, has given Final Approval to the Settlement, including entering a final order and judgment certifying the Class and approving this Settlement Agreement; or (2) in the event there are written objections filed prior to the formal fairness hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval of the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (b) five (5) business days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief.

13. **"Final Approval"** means the Court granting final approval of the Settlement and entering an order in the form attached hereto as **Exhibit C**.

14. **"Individual Settlement Payment"** means each Participating Class Member's share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request for Exclusion, to be paid without the need to submit a claim.

15. **"Labor and Workforce Development Agency Payment" or "LWDA Payment"** means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* ("PAGA")). The Parties have agreed that Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Maximum Settlement Amount will be allocated to the resolution claims arising

under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), of the PAGA Settlement Amount will be distributed to the PAGA Employees based on the PAGA Pay Period Value.

16. **“Maximum Settlement Amount”** means the maximum settlement amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) to be paid by Defendants in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment, Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Class Counsel’s Fees and Costs to Class Counsel. Defendants further agree they are responsible for employer payroll taxes, which is not included in the Maximum Settlement Amount and is to be paid in addition to the Maximum Settlement Amount. In no event will Defendants be liable for more than the Maximum Settlement Amount, *other than for employer-side payroll taxes*, except as otherwise set forth herein. The Maximum Settlement Amount is non-reversionary.

17. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, Labor and Workforce Development Agency Payment, PAGA Employees Payment, and Class Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

18. **“Notice of Objection”** means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of the objector’s social security number, (b) the dates the objector was employed by Defendants in California, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

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19. **“Notice Packet”** or **“Notice”** means the Notice of Class Action Settlement and Share

Form, substantially in the form attached as **Exhibit A**.

20. **"PAGA Employee"** or **"PAGA Employees"** means the Class Members employed during the PAGA Period, regardless of whether the PAGA Employee is a Participating Class Member.

21. **"PAGA Employee Payment"** means the 25% of the PAGA Settlement Amount, or Two Thousand Five Hundred Dollars (\$2,500.00), that will be distributed to the PAGA Employees based on the PAGA Pay Period Value.

22. **"PAGA Period"** means the time period from October 30, 2019, through and including to January 31, 2022.

23. **"PAGA Pay Period Value"** means the value of all PAGA Employee pay periods that the Settlement Administrator shall determine by dividing the PAGA Payment by Total PAGA Pay Periods.

24. **"PAGA Settlement Amount"** means the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Defendants' payment of the PAGA Settlement Amount does not constitute the payment of any actual civil penalties imposed on Defendants, but rather constitutes the payment of a disputed claim for civil penalties.

25. **"Parties"** means Plaintiff and Defendants collectively.

26. **"Participating Class Members"** means all Class Members who do not submit valid Requests for Exclusion.

27. **"Plaintiff"** means Fernando Romero.

28. **"Preliminary Approval"** means the Court order granting preliminary approval of the Settlement Agreement and entering an order in the form attached hereto as **Exhibit B**.

29. **"Released Class Claims"** means all claims that reasonably could have been alleged based on the factual allegations contained in the Action, including all of the following claims for relief: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to provide and maintain accurate records; (6) failure to timely pay wages; (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "Action"). It is the intent of the Parties that the judgment entered by the Court upon

1 Final Approval of the Settlement shall have *res judicata* and/or collateral estoppel effect and be final and
2 binding upon Plaintiff and all Participating Class Members regarding all of the Released Class Claims.
3 Without limiting the generality of the foregoing, the Released Class Claims include claims pursuant to
4 Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1118.12, 1194,
5 1194.2, 1197, 1197.1 and 1198, Code of Civil Procedure sections 3287 and 1021.5, California Code of
6 Regulations, Title 8, section 11010, the Industrial Welfare Commission Wage Orders, including, but not
7 limited to, IWC Wage Order No. 16, and claims under Business and Professions Code section 17200, et
8 seq.

9 30. **“Released PAGA Claims”** means any and all claims seeking civil penalties under PAGA
10 [Cal. Lab. Code §§ 2699, *et seq.*] that are alleged in Plaintiff’s Notice of PAGA violations to the LWDA
11 and the operative Complaint or could have been alleged based on the facts asserted by Plaintiff and the
12 PAGA Employees. This includes, but is not limited to any claim under PAGA for violation of California
13 Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194 and 1198, and
14 the applicable Industrial Welfare Commission Wage Orders, and shall include any claims for attorneys’
15 fees and costs related thereto.

16 29. **“Release Period”** means the period from October 28, 2016 to January 31, 2022.

17 30. **“Released Parties”** means (i) Defendants; and (ii) each of Defendants’ respective past,
18 present, and future parents, subsidiaries, principals (including, but not limited to, Mati Timor), and any
19 other person, corporation, association or partnership responsible or potentially responsible for the
20 claims made in the Action, and the past, present, and future shareholders, directors, officers, agents,
21 employees, attorneys, insurers, predecessors, successors, heirs, and assigns of any of the foregoing.

22 31. **“Request for Exclusion”** means a timely letter submitted by a Class Member indicating
23 a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the
24 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social
25 Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member
26 received the Notice, does not wish to participate in the Settlement, and wants to be excluded from the
27 Settlement; (d) be returned by first class mail or equivalent to the Settlement Administrator at the
28 specified address; and, (e) be postmarked on or before the Response Deadline. The date of the postmark

1 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
2 has been timely submitted. A Class Member who does not request exclusion from the Settlement will be
3 deemed a Class Member and will be bound by all terms of the Settlement, if the Settlement is granted
4 Final Approval by the Court.

5 32. **“Response Deadline”** means the deadline by which Class Members must postmark to
6 the Settlement Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to
7 the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
8 the Notice Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or federal
9 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
10 Service is open. The Response Deadline for Objections or Requests for Exclusion will be extended
11 fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
12 Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
14 Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no
15 circumstances, however, will the Settlement Administrator have the authority to extend the deadline
16 for Class Members to submit a Request for Exclusion, or objection to the Settlement.

17 33. **“Settlement”** means the agreement to resolve the Action on terms and conditions as set
18 forth in this Settlement Agreement.

19 34. **“Settlement Administrator”** means CPT Group, Inc., a third-party class action
20 settlement claims administrator approved by the Court for purposes of administering this settlement.
21 The Parties each represent that they will not select a Settlement Administrator in which either have any
22 financial interest or other relationship that could create a conflict of interest.

23 35. **“Settlement Administration Costs”** means the costs payable from the Maximum
24 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
25 not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated
26 amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and
27 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
28 process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be

1 paid from the Maximum Settlement Amount. The Settlement Administration Costs are currently
2 estimated to be no more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

3 36. "Workweeks" means the number of weeks actually worked for each Class Member as a
4 non-exempt employee during the Class Period. Workweeks are determined by calculating the number
5 of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding
6 up to the nearest whole number.

7 CLASS CERTIFICATION

8 37. Solely for purposes of settling the Action, and not for purposes of class certification
9 should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites
10 for establishing class certification with respect to the Settlement Class have been met and are met. More
11 specifically, the Parties stipulate and agree for purposes of this Settlement only that:

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

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

15 c. Whether Defendants failed to provide Plaintiff and Class Members with all minimum
16 wages owed;

17 d. Whether Defendants failed to provide Plaintiff and Class Members with all overtime
18 wages owed;

19 iii. Whether Defendants failed to provide Plaintiff and Class Members with rest
20 periods or rest periods premium pay in lieu thereof;

21 iv. Whether Defendants failed to provide Plaintiff and Class Members with meal
22 periods or meal periods premium pay in lieu thereof;

23 v. Whether Defendants failed to pay Plaintiff and Class Members earned minimum
24 wages, overtime wages, and rest break premiums and meal periods premiums due to Plaintiff and Class
25 Members upon discharge;

26 vi. Whether Defendants failed to provide Plaintiff and Class Members with complete
27 and accurate wage statements as required by California Labor Code section 226;
28

vii. Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200 *et seq.*;

viii. Whether Defendants are subject to penalties pursuant to Labor Code section 2699, *et seq.*

e. That the Class Representative' claims are typical of the claims of the members of the Settlement Class.

f. That the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

g. That the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

38. With respect to the Settlement Class, the Class Representative believes that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

TERMS OF AGREEMENT

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

39. Funding of the Maximum Settlement Amount. Within ten (10) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement. The Settlement will then be funded as follows:

- Within ten (10) business days after the Settlement Administrator provides the Parties with the accounting of amounts to be paid, Defendants will make the first required deposit of the Maximum Settlement Amount in the amount of \$56,250 ("First Installment");
- Five months after the First Installment is due, Defendants will make the second required deposit of the Maximum Settlement Amount in the amount of \$56,250 ("Second Installment");

- Ten months after the First Installment is due, Defendants will make the third required deposit of the Maximum Settlement Amount in the amount of \$56,250 ("Third Installment"); and
- Fifteen months after the First Installment is due, Defendants will make the fourth required deposit of the Maximum Settlement Amount in the amount of \$56,250, plus the employer portion of all applicable payroll taxes ("Fourth Installment").

The First, Second, Third, and Fourth Installments will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator.

Within ten (10) business days of the funding of the Second Installment, the Settlement Administrator will issue payments to (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. To the extent that there are not sufficient funds available to make all of these payments, the underpayment shall be allocated to Class Counsel's fee, which shall be paid out, to the extent necessary, out of the Third Installment within ten (10) business days of the funding of the Third Installment. To the extent that funds remain after these payments, the Settlement Administrator shall hold them for eventual pro rata payments to participating Class Members following its receipt of the Fourth Installment.

Within ten (10) business days of the funding of the Fourth Installment, the Settlement Administrator will issue all remaining payments to the participating Class Members and PAGA employees.

40. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of the Maximum Settlement Amount, or Seventy-Five Thousand Dollars (\$75,000.00), plus the reimbursement of actual reasonable costs and expenses incurred in connection with Class Counsel's litigation and settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000), both of which will be paid from the Maximum Settlement Amount.

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41. Class Representative Enhancement Payment. In exchange for a general release, and in

1 recognition of his effort and work in prosecuting the Action on behalf of Class Members and negotiating
2 the Settlement, Defendants agree not to oppose or impede any application or motion for a Class
3 Representative Enhancement Payment of up to a total of Ten Thousand Dollars and Zero Cents
4 (\$10,000.00) to the Class Representative, subject to the Court's approval. The Class Representative
5 Enhancement Payment, which will be paid from the Maximum Settlement Amount, will be in addition
6 to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The Class Representative
7 agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542,
8 against Defendants for this payment, which this Stipulation includes. The Settlement Administrator will
9 issue an IRS Form 1099 for the enhancement payment to the Class Representative, and the Class
10 Representative shall be solely and legally responsible for correctly characterizing this compensation for
11 tax purposes and for paying any taxes on the amount received. Should the Court reduce the Class
12 Representative Enhancement Payment, any such reduction shall revert to the Net Settlement
13 distributed to Participating Class Members.

14 42. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments from the Maximum
16 Settlement Amount, which is currently estimated to be no more than \$15,000.00. These costs, which
17 will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting
18 on the Individual Settlement Payments, the issuing of 1099 IRS Forms, distributing the Notice Packet,
19 calculating and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and
20 providing necessary reports and declarations. Under no circumstances will the Settlement
21 Administration Costs exceed \$15,000.

22 43. Labor and Workforce Development Agency Payment. Subject to Court approval, the
23 Parties agree that the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the
24 Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members'
25 PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Eleven Thousand Two Hundred Fifty
26 Dollars and Zero Cents (\$11,250.00), will be paid to the LWDA, and Twenty-Five Percent (25%), or
27 Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), will be distributed to the
28 PAGA Employees based on the PAGA Pay Period Value.

1 44. Net Settlement Amount. “Net Settlement Amount” shall mean the Maximum
2 Settlement Amount *minus* Settlement Administration Costs, Class Counsel’s Fees and Costs, Class
3 Representative Enhancement Payment, and Labor and Workforce Development Agency Payment.

4 45. Settlement Administration Cost Decreases. Any portion of the estimated or designated
5 Settlement Administration Costs which are not in fact required to fulfill the total Settlement
6 Administration Costs will become part of the Net Settlement Amount.

7 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
8 calculated and apportioned from the Net Settlement Amount based on the Workweeks a Participating
9 Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments
10 will be made as follows:

11 a. The Settlement Administrator will calculate the number of Workweeks per Participating
12 Class Member during the Class Period based on records in Defendants’ possession, custody or control.
13 Defendants’ Workweek data will be presumed to be correct, unless a particular Class Member proves
14 otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be
15 resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel
16 for Defendants. The Settlement Administrator’s decision on all Workweek disputes will be final and
17 non-appealable.

18 b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks
19 for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class
20 Member during the Class Period. The respective Workweeks for each Settlement Class Member will be
21 divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for
22 each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied
23 by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual
24 Settlement Payments.

25 47. Settlement Awards Do Not Trigger Additional Benefits. All Individual Settlement
26 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
27 Members solely in the year in which such payments actually are received by the Participating Class
28 Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments

1 will not entitle any Participating Class Member to additional compensation or benefits under any
2 company bonus, commission or other compensation or benefit plan or agreement in place during the
3 period covered by the Settlement, nor will it entitle any Participating Class Member to any increased
4 retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of
5 this Settlement that the Individual Settlement Payments provided for in this Settlement are the sole
6 payments to be made by Defendants to the Participating Class Members, and that the Participating Class
7 Members are not entitled to any new or additional compensation or benefits as a result of having received
8 the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
9 or compensation plan document that might have been in effect during the period covered by this
10 Settlement).

11 48. Settlement Administration Process. The Parties agree to cooperate in the administration
12 of the settlement and to make all reasonable efforts to control and minimize the costs and expenses
13 incurred in administration of the Settlement.

14 49. Delivery of the Class List. Within five (5) business days of Preliminary Approval,
15 Defendants will provide the Class List to the Settlement Administrator.

16 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days following receipt of the
17 Class List, the Settlement Administrator will mail a Notice Packet, in the form attached hereto as
18 **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current, known
19 mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding
20 the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class
21 definition; (d) each Class Member's estimated Individual Settlement Payment and the formula for
22 calculating Individual Settlement Payments; (e) the dates which comprise the Class Period; (f)
23 instructions on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which the
24 Class Member must fax or postmark Requests for Exclusions or file and serve objections to the
25 Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval
26 Hearing.

27 ///

28 51. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement

1 Administrator will perform a search based on the National Change of Address Database for information
2 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
3 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
4 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
5 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
6 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
7 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
8 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
9 Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen
10 (15) calendar days or (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and
11 serve an objection to the Settlement.

12 52. The Settlement Administrator shall exercise its best judgment to determine the current
13 mailing address for each Class Member. The address identified by the Settlement Administrator as the
14 current mailing address shall be presumed to be the best mailing address for each Class Member.

15 53. Disputed Information on Notice Packets. Class Members will have an opportunity to
16 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
17 number of weeks he/she worked during the Class Period, or the amount of their Individual Settlement
18 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
19 information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be
20 presumed determinative. However, if a Class Member produces evidence to the contrary, the
21 Settlement Administrator will evaluate the evidence submitted by the Class Member in consultation
22 with Class Counsel and counsel for Defendants and will make the final decision as to the Individual
23 Settlement Payment to which the Class Member may be entitled.

24 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
25 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
26 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
27 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
28 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly

1 to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted.
2 Any Class Member who submits a Request for Exclusion shall be prohibited from objecting to the
3 Settlement Agreement.

4 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
5 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
6 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
7 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
8 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to
9 Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any
10 Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement
11 Agreement.

12 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
13 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and
14 valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
15 Class Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to
16 the Settlement. As such, as of the date that Defendants make payment in full of the amounts required
17 under Paragraph 39 of this Agreement, in exchange for the consideration set forth in this Agreement,
18 Plaintiff and the Settlement Class will release the Released Parties from the Released Class Claims for
19 the Class Period. The Parties further agree that this Agreement does not violate California Labor Code
20 § 206.5(a), which, in part, reads: An employer shall not require the execution of a release of a claim or
21 right on account of wages due, or to become due, or made as an advance on wages to be earned, unless
22 payment of those wages has been made.

23 57. Objection Procedures. To object to the Settlement Agreement, a Class Member must file
24 a valid Notice of Objection with the Settlement Administrator on or before the Response Deadline. The
25 Settlement Administrator shall serve all objections as received on Class Counsel and Defendants'
26 Counsel, as well as file all such objections with the Court. The Notice of Objection shall be signed by
27 the Class Member and contain all information required by this Settlement Agreement. The postmark
28 date of the filing and service will be deemed the exclusive means for determining that the Notice of

1 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise
2 encourage Class Members to object to the Settlement Agreement or appeal from the Order and
3 Judgment. Class Counsel will not represent any Class Members with respect to any such objections to
4 this Settlement.

5 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
6 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which
7 certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; and (b)
8 whether any Class Member has submitted a challenge to any information contained in their Claim Form
9 or Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
10 any updated reports regarding the administration of the Settlement Agreement as needed or requested.
11 No later than twenty-one (21) days prior to the deadline for Class Counsel to file its motion in support
12 of the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to
13 Class Counsel and Defense Counsel a declaration with summary information of the Notice process,
14 including but not limited to (a) the total amount of final Individual Settlement Payments of each
15 Settlement Class Member (b) the number of Settlement Class Members to receive such payments, (c)
16 the final number of requests for exclusion/Opt-Outs and objections, (d) the Settlement Administrator's
17 qualifications for administration, and (e) an explanation of the steps taken to implement the Notice
18 process as set forth in this Agreement.

19 59. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
20 Participating Class Members will be negotiable for 120 calendar days from the date the check was issued.
21 Upon the expiration of 120 calendar days, uncashed settlement award checks will not be re-issued,
22 except for good cause and as mutually agreed upon by the Parties in writing. All uncashed checks will be
23 escheated to the Controller of the State of California to be held pursuant to the Unclaimed Property
24 Law, California Civil Code § 1500, *et seq.*, for the benefit of those Settlement Class members who did
25 not cash their checks until such time that they claim their property.

26 60. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

1 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
2 be allocated as follows: of each Individual Settlement Payment, 20% will be allocated as alleged unpaid
3 wages, and 80% will be allocated as alleged unpaid premiums (for which no withholdings are required
4 under current law), penalties, and interest. The percentage of each Individual Settlement Payment
5 allocated as wages will be reported on an IRS Form W-2 by the Settlement Administrator. The remaining
6 percentage of each Individual Settlement Payment allocated as interest, penalties and reimbursement
7 will be reported on an IRS Form-1099 by the Settlement Administrator.

8 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
9 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
10 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.
11 Within five (5) business days after the Effective Date, the Settlement Administrator will provide the
12 Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the
13 Settlement, including the amount of the employer contribution for payroll taxes to be paid by
14 Defendants.

15 63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
16 of the payments called for hereunder, and Class Representative, Participating Class Members, and Class
17 Counsel are not relying on any statement, representation, or calculation by Defendants or by the
18 Settlement Administrator in this regard. Class Representative, Participating Class Members, and Class
19 Counsel understand and agree that they will be solely responsible for the payment of any employee-side
20 taxes assessed on the payments described herein and will hold Defendants free and harmless from and
21 against any claims resulting from treatment of such payments as non-taxable damages.

22 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
26 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
27 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
28 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR

1 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
4 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
5 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
11 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
12 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action or right herein released and discharged.

21 66. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
22 Participating Class Members will be deemed to have fully, finally and forever released, settled,
23 compromised, relinquished, and discharged with respect to all of the Released Parties any and all
24 Released Class Claims. The Settlement Class and each Participating Class Member, fully releases and
25 discharges the Released Parties for the Released Class Claims for any period during the Released Class
26 Claims Period. Participating Class Members will be deemed to have acknowledged and agreed that their
27 claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement
28 Payment constitutes payment of all sums allegedly due to them. Participating Class Members will be

1 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to
2 the Individual Settlement Payment. All PAGA Employees, regardless of whether they Request
3 Exclusion from the Class Settlement as described above, and the State will fully release and discharge
4 the Released Parties from all Released PAGA Claims upon the final approval of the settlement of PAGA
5 Claims in this Action, provided that Defendants thereafter make full payment of the Maximum
6 Settlement Amount as described above.

7 67. Plaintiff's Released Claims. In addition to the Participating Class Members' Released
8 Class Claims described above, in exchange for the consideration recited in this Stipulation, including
9 but not limited to the Class Representative Enhancement Award, Plaintiff releases, acquits, and
10 discharges and covenants not to sue any of the Released Parties for any claim, whether known or
11 unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs
12 this Stipulation, including without limitation to, any claims relating to or arising out of any aspect of his
13 relationship with Defendants, or the termination of that relationship, any claims for unpaid
14 compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under
15 the California Labor Code, the California Business and Professions Code, the federal Fair Labor
16 Standards Act, 29 U.S.C. section 201, *et seq.*, or any state, county or city law or ordinance regarding
17 wages or compensation; any claims for employee benefits including without limitation, any claims under
18 the Employment Retirement Income Security Act of 1974; any claims of employment discrimination on
19 any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the
20 Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with
21 Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code
22 (including, but not limited to, the Fair Employment and Housing Act), or any other state, county or city
23 law or ordinance regarding employment discrimination. Plaintiff acknowledges and agrees that the
24 foregoing general release is given in exchange for the consideration provided to him under this
25 Stipulation by Defendants. However, this release shall not apply to claims for workers' compensation
26 benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right
27 that as a matter of law cannot be waived or released.

28 Plaintiff expressly waives any rights or benefits available to him under the provisions of Section

1 1542 of the California Civil Code, which provides as follows:

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

6 Plaintiff understands fully the statutory language of Civil Code Section 1542 and, with this
7 understanding, nevertheless he elects to, and does, assume all risks for claims that have arisen, whether
8 known or unknown, which he had, or hereafter may claim to have, arising on or before the date of his
9 signature to this Stipulation, and specifically waives all rights he may have under the California Civil
10 Code section 1542.

11 68. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
12 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
13 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
14 of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order, in the form
15 attached hereto as **Exhibit B**, for:

16 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
17 including but not limited to, payment of Class Counsel's fees and costs, and the Class Representative
18 Enhancement Payment, should be finally approved as fair, reasonable and adequate as to the members
19 of the Settlement Class;

20 b. Preliminarily Certifying a Settlement Class;

21 c. Approving, as to form and content, the proposed Notice;

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

24 e. Directing the mailing of the Notice, by first class mail to the Class Members; and

25 f. Giving Preliminary Approval to Settlement subject only to the objections of Class
26 Members and final review by the Court.

27 69. Duties of the Parties Following Final Court Approval. Following Final Approval by the
28 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
proposed final order of approval and judgment, in the form attached hereto as **Exhibit C**, for:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payment to the Class Representative;
- d. Approving the Settlement Administration Costs of the Settlement Administrator; and
- e. Entering judgment in this Action.

70. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10%) of the Class Members opt-out of the Settlement by submitting Request for Exclusion forms, Defendants may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised, Defendants shall be solely responsible for all costs of the Settlement Administrator accrued to that point.

71. Escalator Clause. Defendants represent that there were approximately 82 putative Class Members as of January 31, 2022. If the Class increases by more than 8 Class Members, the Maximum Settlement Amount will increase proportionally for each Class Member in excess of 8 (i.e., if the Class size increases by 9 Class Members, the Maximum Settlement Amount will increase by 1.1% and so on).

72. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such event, if the Court rejects the Settlement despite the Parties' best efforts, Defendants shall be liable for all Settlement Administration costs incurred.

73. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all

1 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
2 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
3 proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document, attached as
4 **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary
5 Approval and will provide a draft for Defendants' counsel's review and comment at least three court
6 days before it is filed. Defendants agree not to oppose the Motion for Preliminary Approval.

7 74. **Final Settlement Approval Hearing and Entry of Judgment**. Upon expiration of the
8 deadlines to Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's
9 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final
10 Approval of the Settlement Agreement along with the amounts properly payable for (a) Individual
11 Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the PAGA
12 Employee Payment; (d) the Class Counsel's Fees and Costs; (e) the Class Representative Enhancement
13 Payment; (f) all Settlement Administration Costs; and (g) the employer's share of payroll taxes for
14 wages paid in connection with the Individual Settlement Payments. Class Counsel will be responsible
15 for drafting all documents necessary to obtain Final Approval, including responding to any objections
16 and appeals arising therefrom. Class Counsel will also be responsible for drafting the attorneys' fees and
17 costs application to be heard at the Final Approval hearing.

18 75. **Termination of Settlement**. Subject to the obligation(s) of cooperation set forth herein,
19 either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval
20 Order, the Final Approval Order or final judgment in substantially the form submitted by the Parties, or
21 the Settlement Agreement as agreed does not become final because of appellate court action. The
22 Terminating Party shall give to the other Party (through its counsel) written notice of its decision to
23 terminate no later than ten (10) business days after receiving notice that one of the enumerated events
24 has occurred. Termination shall have the following effects:

25 a. The Settlement Agreement shall be terminated and shall have no force or effect, and no
26 Party shall be bound by any of its terms;

27 b. In the event the Settlement is terminated, Defendants shall have no obligation to make
28 any payments to any Party, Class Member or Class Counsel, except that Defendant shall pay the

1 Settlement Administrator for services rendered up to the date the Settlement Administrator is notified
2 that the Settlement has been terminated;

3 c. The Preliminary Approval Order, Final Approval Order and Judgment, including any
4 order of class certification, shall be vacated;

5 d. The Settlement Agreement and all negotiations, statements and proceedings relating
6 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
7 respective positions in the Action prior to the Settlement;

8 e. Neither this Stipulated Settlement, nor any ancillary documents, actions, statements or
9 filings in furtherance of settlement (including all matters associated with the mediation) shall be
10 admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

11 76. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
12 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
13 pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry
14 of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the
15 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
16 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
17 Agreement.

18 77. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any Exhibits to this Agreement are an integral part of the Settlement.

21 78. Entire Agreement. This Settlement Agreement, the general release of all claims by the
22 Class Representative, and any attached Exhibits constitute the entirety of the Parties' settlement terms.
23 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
24 The Parties expressly recognize California Civil Code section 1625 and California Code of Civil
25 Procedure section 1856(a), which provide that a written agreement is to be construed according to its
26 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
27 extrinsic oral or written representations or terms will modify, vary or contradict the terms of this
28 Agreement.

1 79. Amendment or Modification. This Settlement Agreement may be amended or modified
2 only by a written instrument signed by the named Parties and counsel for all Parties or their successors-
3 in-interest.

4 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
8 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
9 each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties
10 are unable to reach agreement on the form or content of any document needed to implement the
11 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
12 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

13 81. Signatories. It is agreed that because the members of the Class are so numerous, it is
14 impossible or impractical to have each member of the Class execute this Settlement Agreement. The
15 Notice, attached hereto as **Exhibit A**, will advise all Class Members of the binding nature of the release,
16 and the release shall have the same force and effect as if this Settlement Agreement were executed by
17 each member of the Class.

18 82. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
19 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 83. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
21 be governed by and interpreted according to the laws of the State of California.

22 84. Execution and Counterparts. This Settlement Agreement is subject only to the execution
23 of all Parties. However, the Agreement may be executed in one or more counterparts. All executed
24 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
25 deemed to be one and the same instrument provided that counsel for the Parties will exchange among
26 themselves original signed counterparts.

27 85. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at

1 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Agreement.

5 86. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
6 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
7 consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid
8 and enforceable.

9 87. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
10 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.
11 For good and valuable consideration, Plaintiff further agrees that he will not request to be excluded from
12 the Settlement Agreement, nor object to any terms herein. Any such request for exclusion or objection
13 by Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to circumvent the terms of this
14 paragraph will be void and of no force or effect.

15 88. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
16 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
17 appeal any reduction in the Class Counsel's Fees and Costs below the amount requested from the Court,
18 and either Party may terminate this Settlement or appeal any Court order which is not in substantially
19 the form submitted by the Parties.

20 89. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
21 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
22 entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any
23 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
24 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
25 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
26 respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the
27 negotiations connected with it, shall be construed as an admission or concession by Defendants of any
28 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to

1 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
2 or received as evidence in any action or proceeding to establish any liability or admission on the part of
3 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
4 with, federal, state, local or other applicable law.

5 90. Captions. The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
7 provisions of this Agreement.

8 91. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
9 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
10 further waiver by such party of the same or any other condition, covenant, right or remedy.

11 92. Enforcement Actions. In the event that one or more of the Parties institute any legal
12 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
13 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
15 expert witness fees incurred in connection with any enforcement actions.

16 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
18 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
19 the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
20 Parties have contributed to the preparation of this Agreement.

21 94. Representation By Counsel. The Parties acknowledge that they have been represented by
22 counsel throughout all negotiations that preceded the execution of this Agreement, and that this
23 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,
24 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

25 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
26 Settlement Agreement herein will be subject to the Court's Final Approval.

27
28 96. Notices. Unless otherwise specifically provided herein, all notices, demands or other

communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Julian Burns King
Elliot J. Siegel
KING & SIEGEL LLP
elliott@kingsiegel.com
724 S. Spring Street, Suite 201
Los Angeles, California 90014

To Defendants:

Brian D. Peters
KAUFMAN DOLOWICH & VOLUCK LLP
bpeters@kdvlaw.com
21515 Hawthorne Blvd., Suite 450
Torrance, CA 90503

97. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Fernando Romero

Dated: 03 / 24 / 2022



Fernando Romero

DEFENDANT: Retrofitting360, Inc.

Dated: 4/8/2022

By: 

1 Its: Corporate Secretary

2
3
4 **DEFENDANT: Arie Aharon**

5 Dated: 4-8-2022

6 Arie Aharon

7
8
9 Dated: 4/8/22

10 **KING & SIEGEL, LLP**

11 By Elliot Siegel
12 Elliot J. Siegel
13 Attorneys for Plaintiff and the Settlement Class

14
15 Dated: April 8, 2022

16 **KAUFMAN DOLOWICH & VOLUCK LLP**

17 By Brian D. Peters
18 Amir D. Benakote
19 Attorneys for Defendants
20 Retrofitting360, Inc. and Arie Aharon

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Fernando Romero v. Retrofitting360, Inc., et al.
Superior Court of the State of California, Ventura County
Case No. 56-2020-00546674

*You are **not** being sued. This is **not** an ad. This notice affects your rights. Please read it carefully.*

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ
THIS NOTICE CAREFULLY.**

You have received this Notice of Class Action Settlement because Retrofitting360, Inc. and Arie Aharon's (collectively, "Defendants") records show you are what is called a "Class Member," and therefore entitled to a payment from this class action settlement ("Settlement"). **Class Members are all individuals who are or previously were employed by Defendant as hourly, non-exempt employees who worked at least one shift in the State of California from October 28, 2016 to January 31, 2022 ("Class Period").**

On [date of preliminary approval], Honorable _____ of the Superior Court of California for the County of Ventura granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, you choose to "opt out") by following the procedures described below, **you will be considered a Participating Class Member, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be \$_____.** The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____m. on _____, in Department 21 of the Superior Court of California for the County of Ventura, located at Hall of Justice Building 800 South Victoria Avenue, Ventura, CA 93009. You are not required to attend the Hearing, but you are welcome to do so.

IF YOU STILL WORK FOR DEFENDANT, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT, OR DISRUPT YOUR WORK IN ANY MANNER.

YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION. California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www.ffffffx.com.

Questions? Contact the Settlement Claims Administrator toll free at 1-800-888-8888

What Is This Case About?

Fernando Romero was an employee of Defendant Retrofitting360, Inc. He is the “Plaintiff” in this case and is suing on behalf of himself and all Class Members. Plaintiff sued Defendants claiming that he and Class Members were not provided compliant meal and rest breaks; certain class members were not paid all minimum wages and overtime wages due; all wages were not paid upon separation of employment; pay stubs did not contain all required information required by law; that Defendant engaged in unfair competition; and sought associated penalties under the California Labor Code and California Private Attorneys General Act (“PAGA”) and the Unfair Competition Law.

Defendants deny they engaged in any alleged unlawful conduct. Defendants assert that employees were properly compensated. Defendants further assert that Defendant Retrofitting360, Inc. has and had during the Class Period lawful wage and hour policies, practices, and procedures. The Court has made no ruling on the merits of Plaintiff’s claims.

Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On January 31, 2022, the parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”). The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Julian Burns King
Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendants have denied, and continue to deny, Plaintiff’s factual and legal allegations. By agreeing to settle, Defendants are not admitting liability on any of the factual or legal allegations or claims in this case or that this case can or should proceed as a class action.

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members in exchange for the Maximum Settlement Amount of \$225,000.00.

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$10,000 service payment to Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant; (3) Settlement Administration Costs not to exceed \$15,000.00; (4) a \$15,000 allocation for settlement of the PAGA claims; and (5) subject to Court approval of an application for fees and costs, an award of up to \$75,000.00 in attorneys' fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payment to Plaintiff, the Claims Administration Costs, the payment to settle the PAGA claims, and attorneys' fees and costs/expenses, a total of approximately \$ [REDACTED] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount").

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Claims Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control. Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator in consultation with Class Counsel and counsel for Defendant. The Claims Administrator's decision on all Workweek disputes will be final and non-appealable.
- b. The Claims Administrator will calculate the total number of Workweeks for each individual Class Member ("Individual Workweeks"). Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number.
- c. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio

Questions? Contact the Settlement Claims Administrator toll free at 1-[REDACTED]

will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

- d. According to Defendants' records, you worked [redacted] Workweeks during the Class Period and you [are/are not] a former employee. Accordingly, your estimated payment is approximately \$ [redacted].

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please submit the Challenge Form attached to your attached Share Form to the Claims Administrator at [redacted] no later than 45 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information provided to the Claims Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [45 days from mailing]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, and the remaining 80% will be allocated as alleged unpaid penalties, premiums, interest, and reimbursement. Again, please consult a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Claims Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or

Questions? Contact the Settlement Claims Administrator toll free at 1-[redacted]

waived the following claims (“Released Claims”) against the Released Parties for the Release Period

The Released Claims means:

All claims arising out of the claims and allegations made in the Action or that reasonably could have been alleged based on the factual allegations contained in the Action, including all of the following claims for relief: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to provide and maintain accurate records; (6) failure to timely pay wages; (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. (the “Action”). It is the intent of the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall have res judicata and/or collateral estoppel effect and be final and binding upon Plaintiff and all Participating Class Members regarding all of the Released Class Claims. Without limiting the generality of the foregoing, the Released Class Claims include claims pursuant to Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1118.12, 1194, 1194.2, 1197, 1197.1 and 1198, Code of Civil Procedure sections 3287 and 1021.5, California Code of Regulations, Title 8, section 11010, the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16, and claims under Business and Professions Code section 17200, et seq.

Released Parties means:

(i) Defendants; and (ii) each of Defendants’ respective past, present, and future parents, subsidiaries, principals (including, but not limited to, Mati Timor), and any other person, corporation, association or partnership responsible or potentially responsible for the claims made in the Action, and the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, heirs, and assigns of any of the foregoing.

The Release Period means:

The period from October 28, 2016 to January 31, 2022.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

the Claims Administrator postmarked no later than [Response Deadline]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *FERNANDO ROMERO V. RETROFITTING360, INC., ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Claims Administrator
c/o [Name]
[Address]

Telephone: 1-888-XXX-XXXX

The written request to be excluded from the Settlement must be postmarked to the Claims Administrator not later than [Response Deadline]. If you submit a request for exclusion which is not postmarked by [Response Deadline], your request for exclusion will be rejected, and you will be included in the Settlement Class.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will not receive any payment from the Settlement, (2) will not be deemed to have released any claims due to this Settlement, and (3) will be barred from filing an objection to the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you should mail a written objection to the Claims Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Defendant in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Claims Administrator on or before [Response Deadline].

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ .m. in Department 21 of the Superior Court of California for the County of _____.

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Ventura located at Hall of Justice Building, 800 South Victoria Avenue, Ventura, CA 93009, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Fernando Romero v. Retrofitting360, Inc., et al.*, Ventura County Superior Court Case No. 56-2020-00546674.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Claims Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www.xxxxxxx.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.**

42089023.1

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Share Form

Fernando Romero v. Retrofitting360, Inc., et al.
Superior Court of the State of California, Ventura County
Case No. 56-2020-00546674

For all individuals who are or previously were employed by Retrofitting360, Inc. (“Defendant”) in the State of California as hourly, non-exempt employees who worked at least one shift in California from October 28, 2016 to January 31, 2022.

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ _____. Your estimated pro-rata share of the Net Settlement Amount (as defined in the accompanying Notice) is: ____%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ _____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount based on your Weeks Worked as a non-exempt employee in California during the Class Period, as a percentage of all of the Class Members’ Weeks Worked in California during the Class Period as adjusted per the allocation method set forth in the Settlement and the accompanying notice. “Weeks Worked” means the number of weeks actually worked for each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number during the Class Period according to Defendant’s payroll records. Defendant’s payroll records show that during the Class Period (October 28, 2016 to January 31, 2022) you had a total number of Weeks Worked of _____.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Weeks Worked during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WEEKS WORKED DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do **NOT** have to complete this part of the Share Form if the total number of your Weeks Worked during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Work Weeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Work Weeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee in California during the Class Period (October 28, 2016 to January 31, 2022). I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Work Weeks I was employed as an hourly, non-exempt employee in California during the Class Period (October 28, 2016 to December 31, 2021) is: _____

The following is a statement of my reasons and documentation to support this number of Weeks Worked:

[Attach documentation and use separate page(s) as necessary]

Mail to:

insert address

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

Fernando Romero, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Retrofitting360, Inc., a California corporation;
Arie Aharon, an individual; and **Does 1-100**;

Defendants.

CASE NO. 56-2020-00546674-CU-OE-VTA

[Assigned to Honorable Jeffrey G. Bennett,
Department 21]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Complaint Filed: November 2, 2020
Trial Date: None Set.

1 This matter came on for hearing on [REDACTED], upon the Motion for
2 Preliminary Approval of the proposed settlement of this action on the terms set forth in the Joint
3 Stipulation of Settlement and Release of Class Action (the “Settlement” or “Stipulation”). Having
4 considered the Settlement, all papers and proceedings held herein, and having reviewed the entire
5 record in this action, Case No. 56-2020-00546674, entitled *Fernando Romero v. Retrofitting360, Inc.,*
6 *et al.* (the “Action”), and good cause appearing, the Court finds that:

7 WHEREAS, plaintiff Fernando Romero (“Plaintiff”) has alleged claims against Defendants
8 Retrofitting360, Inc. and Arie Aharon (“Defendants”) on behalf of himself and on behalf of others
9 similarly situated, comprising: “all non-exempt, hourly employees employed by Defendants who
10 worked at least one shift in California from October 28, 2016 to January 31, 2022” (“Class
11 Members”); and

12 WHEREAS, Plaintiff asserts claims in the Action against Defendants in the operative First
13 Amended Complaint for including all of the following claims for relief: (1) failure to pay all minimum
14 wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide rest periods; (4) failure
15 to provide meal periods; (5) failure to provide and maintain accurate records; (6) failure to timely
16 pay wages; (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal.
17 Lab. Code §§ 2698, *et seq.* (“PAGA”); and (7) Unlawful Business Practices, Cal. Bus. & Prof. Code
18 §§ 17200, *et seq.* (the “Action”).

19 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
20 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
21 and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
26 re: Class Action Settlement on or about [REDACTED], 2022, which provides for final
27 resolution of the claims asserted in the Action against Defendants on the terms and conditions set
28 forth in the Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
6 the Class.

7 3. The Class is defined as follows: "all non-exempt, hourly employees employed by
8 Defendants who worked at least one shift in California from October 28, 2016 to January 31, 2022."

9 4. The Class is preliminary certified for settlement purposes.

10 5. The Court has determined that the intended notice to be given to the Class fully and
11 accurately informs all persons in the Class of all material elements of the proposed Settlement,
12 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
13 sufficient notice to all Class Members.

14 6. The Court hereby grants preliminary approval of the Settlement and Stipulation as
15 fair, reasonable, and adequate in all respects to the Class Members and orders the parties to
16 consummate the Settlement in accordance with the terms of the Stipulation.

17 7. The plan of distribution as set forth in the Stipulation providing for the distribution
18 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
19 reasonable, and adequate.

20 8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
21 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
22 California 90014.

23 9. The Court preliminarily approves the payment of attorneys' fees in the amount of
24 \$75,000.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
25 paid from the Maximum Settlement Amount.

26 10. The Court preliminarily approves the payment of incurred reasonable costs in an
27 amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the Maximum
28 Settlement Amount.

11. The Court preliminarily approves a payment in the amount of \$11,250.00 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of \$15,000), which shall be paid from the Maximum Settlement Amount.

12. The Court preliminarily approves the payment of incurred reasonable claims administration costs to the Settlement Administrator, who shall be CPT Group, Inc., in an amount not to exceed \$15,000, which shall be paid from the Maximum Settlement Amount.

13. The Court preliminarily approves an enhancement award to Plaintiff and Class Representative Fernando Romero the amount of \$10,000.00 which amount shall be paid from the Total Class Action Settlement Amount.

14. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

15. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

16. The Court orders the following Implementation Schedule¹ for further proceedings:

a.	Deadline for Defendants to submit Class Member data to Settlement Administrator	[5 <i>Business calendar days following the Preliminary Approval Date</i>]
b.	Deadline for Settlement Administrator to mail Notice to Class Members	[10 <i>calendar days following the Settlement Administrator's receipt of Class data</i>]
c.	Deadline for Class Members to postmark Requests for Exclusion	[45 <i>calendar days after the Settlement Administrator</i>]

¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

Fernando Romero, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Retrofitting360, Inc., a California corporation;
Arie Aharon, an individual; and **Does 1-100**;

Defendants.

CASE NO. 56-2020-00546674-CU-OE-VTA

[Assigned to Honorable Jeffrey G. Bennett,
Department 21]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Complaint Filed: November 2, 2020
Trial Date: None Set.

1 **[PROPOSED] ORDER**

2 This matter having come for hearing on _____, regarding Plaintiffs' unopposed
3 Motion for Order Granting Final Approval of Class Action Settlement on the terms set forth in the
4 Joint Stipulation of Settlement and Release of Class Action (the "Settlement Agreement").

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Settlement Agreement), and having
7 considered the Settlement Agreement, all of the legal authorities and documents submitted in
8 support thereof, all papers filed and proceedings had herein, all oral and written comments received
9 regarding the Settlement Agreement, and having reviewed the record in this litigation, and good
10 cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and
11 makes the following findings and determinations and enters final judgment as follows:

12 1. All terms used in this order shall have the same meanings given as those terms are
13 used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order
14 Granting Final Approval of Class Action Settlement. A copy of the Settlement Agreement is
15 attached to the Declaration of Elliot J. Siegel in Support of Plaintiffs' Motion for Preliminary
16 Approval of Class Action Settlement as **Exhibit 1** and is made a part of this order.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject
18 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Settlement and as follows:

21 *All non-exempt, hourly employees employed by Defendants who worked at*
22 *least one shift in California from October 28, 2016 to January 31, 2022.*

23 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
24 California Rules of Court, and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of approximately ___ Class Members
26 exists and a well-defined community of interest exists on the questions of law and fact involved
27 because in the context of the Settlement: (i) all related matters, predominate over any individual
28 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in

1 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
2 and adequately represented and protected the interest of the Class Members.

3 6. The Court is satisfied that _____, which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
5 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
6 the Settlement terms, their rights to do nothing and receive their settlement share, their rights to
7 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
8 rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
9 Settlement. Adequate periods of time to respond and to act were provided by each of these
10 procedures. _____ Class Members filed written objections to the Settlement as part of this notice
11 process, and _____ Class Members filed a written statement of intention to appear at the Final
12 Approval and Fairness Hearing, and _____ Class Members submitted requests for exclusion.
13 Those Class Members who requested exclusion will not be bound by the Settlement and will not
14 receive any portion of the Net Settlement Amount.

15 7. The Court finds that the Settlement Agreement has been reached as a result of
16 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
17 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
18 their respective positions.

19 8. The Court also finds that the Settlement now will avoid additional and potentially
20 substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to
21 litigate the case. Additionally, after considering the monetary recovery provided as part of the
22 Settlement in light of the challenges posed by continued litigation, and Court concludes that Class
23 Counsel secured significant relief for Class Members.

24 9. The Court hereby approves the terms set forth in the Settlement Agreement and
25 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
26 with all applicable requirements of the California Code of Civil Procedure, the California and
27 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
28 any other applicable law, and in the best interests of each of the Parties and Class Members.

1 10. The Court appoints Plaintiff Fernando Romero as Class Representative and finds
2 him to be adequate.

3 11. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP, as
4 Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action
5 litigation.

6 12. The terms of the Settlement Agreement, including the Maximum Settlement
7 Amount of \$225,000 and the allocation for determining Individual Settlement Payments, are fair,
8 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
9 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

10 13. The Court further approves the following distributions from the Maximum
11 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
12 Agreement:

13 a. The amount of [up to \$15,000] designated for payment to the Settlement
14 Administrator is fair and reasonable. The Court grants final approval of it and orders the
15 Parties to make the payment to the Settlement Administrator in accordance with the
16 Settlement Agreement.

17 b. The \$75,000.00 amount, representing one-third of the Maximum
18 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
19 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
20 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
21 accordance with the Settlement Agreement.

22 c. The Court awards Class Counsel \$_____ in litigation costs, which amount
23 does not exceed \$15,000, and is an amount which the Court finds to be reflective of the
24 actual and reasonable costs incurred. The Court grants final approval of, and orders the
25 Class Counsel litigation expenses payment in this amount to be made in accordance with the
26 Settlement Agreement.

1 d. The \$10,000 class representative payment requested to Plaintiff Fernando
2 Romero is fair and reasonable. The Court grants final approval of, and orders the class
3 representative payment to be made in accordance with the Settlement Agreement.

4 e. The Court approves of the \$15,000 allocation assigned for claims under the
5 Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$11,250)
6 to be paid to the California Labor and Workforce Development Agency in accordance with
7 the terms of the Settlement Agreement.

8 14. The Court orders the Parties to comply with and carry out all terms and provisions
9 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
10 order, in which case the provisions of this order shall take precedence and supersede the Settlement
11 Agreement.

12 15. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
13 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
14 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

15 16. All Participating Class Members shall be bound by the Settlement and this order,
16 including the release of claims as set forth in the Settlement Agreement.

17 17. The Parties shall bear their own respective attorneys' fees and costs except as
18 otherwise provided in this order and the Settlement Agreement.

19 18. All checks mailed to the Class Members must be cashed within one hundred and
20 twenty (120) days after mailing.

21 19. All uncashed checks will be escheated to the Controller of the State of California to
22 be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the
23 benefit of those Class Members who did not cash their checks until such time that they claim their
24 property.

25 20. No later than 10 days of this order, the Settlement Administrator shall give notice of
26 judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy
27 of this Order and Final Judgment on its website assigned to this matter.
28

1 21. The Court retains continuing jurisdiction over the Action and the Settlement,
2 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
3 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
4 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as
5 may be appropriate under court rules or applicable law.

6 22. Plaintiff shall file with the Court a report regarding the status of distribution no later
7 than one hundred and fifty (150) days after all funds have been distributed.

8 23. This final judgment is intended to be a final disposition of the above-captioned action
9 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
10 released by the Settlement Agreement against Defendants.

11 24. The Court hereby sets a hearing date of _____ at ____ pm/am
12 for a hearing on the final accounting and distribution of the settlement funds.

13
14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
15

16 DATED: _____

17 _____
18 Hon. Jeffrey G. Bennett
19 Ventura County Superior Court Judge
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TITLE	Finalized Settlement Agreement
FILE NAME	Romero - Joint St...(w. Exhibits).pdf
DOCUMENT ID	d7b233ca51b4e93deb6ff51fc1f073cb75ec8bca
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History



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VIEWED

03 / 24 / 2022
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Viewed by Fernando Romero (fernchikis@gmail.com)
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SIGNED

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The document has been completed.