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Attorneys for Plaintiff
JOHN PEHKONEN,
on behalf of himself and others similarly situated

[Additional counsel and party listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOHN PEHKONEN, on behalf of himself and
others similarly situated,

Plaintiff,

v.

BUREAU VERITAS COMMODITIES AND
TRADE INC. fka INSPECTORATE
AMERICAN CORPORATION, a Delaware
corporation; and DOES 1 through 50, inclusive

DEFENDANT.

Case No. 20STCV40104

ASSIGNED FOR ALL PURPOSES TO JUDGE
CAROLYN B. KUHL, DEPT. 12

**JOINT STIPULATION AND SETTLEMENT
OF CLASS ACTION AND PAGA CLAIMS**

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12 BUREAU VERITAS COMMODITIES AND TRADE, INC.

13 fka INSPECTORATE AMERICAN CORPORATION

1 This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered
2 into by and between Plaintiff JOHN PEHKONEN (“**CLASS REPRESENTATIVE**”) individually
3 and on behalf of the alleged putative class of all other similarly situated individuals, on the one hand,
4 and Defendant BUREAU VERITAS COMMODITIES AND TRADE, INC.
5 fka INSPECTORATE AMERICAN CORPORATION (“**DEFENDANT**”), on the other hand, to
6 resolve the class and representative action wage and hour disputes that led to the above-captioned
7 Litigation and the litigation entitled *Pehkonen v. Bureau Veritas Commodities And Trade, Inc. fka*
8 *Inspectorate American Corporation*, LASC Case No. 20STCV49152.

9 THE PARTIES STIPULATE AND AGREE as follows:

10 **I. DEFINITIONS**

- 11 1. “**Agreement**,” “**Stipulation**,” “**Settlement**” and “**Joint Stipulation**” all mean this
12 document.
- 13 2. “**Class Counsel**” shall mean David Yeremian of David Yeremian & Associates, Inc.
- 14 3. “**Class Counsel Fees and Costs Payment**” means the amount of attorneys’ fees and
15 costs awarded by the Court pursuant to the terms of this Agreement.
- 16 4. “**Class Member**” shall mean a member of the Class.
- 17 5. “**Class**” shall mean any and all persons who are or have been employed by
18 DEFENDANT as non-exempt employees in the state of California during the Class Period.
- 19 6. “**Class Period**” means from October 20, 2016 until February 28, 2022.
- 20 7. “**Class Representative Service Payment**” means the payments to CLASS
21 REPRESENTATIVE John Pehkonen described in Section IV of this Agreement.
- 22 8. “**Court**” means the Superior Court of California for the County of Los Angeles.
- 23 9. “**Court’s Final Order and Judgment**” means the Final Order Approving Class
24 Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the
25 Court.
- 26 10. “**DEFENDANT**” shall mean BUREAU VERITAS COMMODITIES AND
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1 TRADE, INC. fka INSPECTORATE AMERICAN CORPORATION.

2 11. **“DEFENDANT’ Counsel”** shall mean Helene Wasserman and David S. Maoz of
3 Littler Mendelson.

4 12. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 68 below.

5 13. **“Employee Payroll Taxes”** means the employee portion of all applicable tax
6 withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and
7 withholding of federal, state, and local income taxes.

8 14. **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all
9 other local, state, and federal payroll taxes and deductions related to the Individual Settlement
10 Payments.

11 15. **“Final Approval Hearing”** means the hearing at which the Court shall consider,
12 without limitations, any timely objections to the Settlement from Class Members, testimony from
13 the Parties or their counsel, declarations regarding the settlement process from the Settlement
14 Administrator, and otherwise make a final determination regarding the fairness of the Settlement
15 described herein.

16 16. **“Gross Settlement Amount”** means Three-Hundred Seventy-Five Thousand
17 Dollars and No Cents (\$375,000.00), payable by DEFENDANT as provided by this Agreement
18 and as ordered by the Court. The Gross Settlement Amount is inclusive of the following deductions:
19 all payments to Class Members, the Class Counsel Fees and Costs Payment, the CLASS
20 REPRESENTATIVE’ Service Payments, the Settlement Administration Fees, the California Labor
21 & Workforce Development Agency (**“LWDA”**) payment described in Paragraph 41. There is no
22 reversion to Defendant of the Gross Settlement Amount as this is a common fund settlement.

23 17. **“Individual Settlement Payment”** means the payment to be made to Participating
24 Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

25 18. **“Litigation”** means the lawsuits entitled *Pehkonen v. Bureau Veritas Commodities*
26 *And Trade, Inc. fka Inspectorate American Corporation*, Los Angeles County Superior Court, Case
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No. 20STCV40104 and *Pehkonen v. Bureau Veritas Commodities And Trade, Inc. fka Inspectorate American Corporation*, Los Angeles County Superior Court, Case No. 20STCV49152.

19. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 16. The Net Settlement Fund shall be allocated among the Participating Class Members according to the formula and other terms described in Section VI of this Agreement.

20. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

21. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, and as approved by the Court.

22. **“Operative Complaint”** means the Complaints on file in the Litigation and described more fully in Paragraph 32 of this Agreement.

23. **“Participating Class Member”** means a Class Member who does not timely and validly opt out of the Settlement.

24. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

25. **“Parties”** shall refer to the Class Members and DEFENDANT, each of whom is a “Party.”

26. **“Preliminary Approval of the Settlement”** means the Court’s preliminary approval of the Settlement.

27. **“Released Parties”** collectively means: (a) DEFENDANT; (b) DEFENDANT’s respective past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors, successors, and assigns; and (c) the past, present, and future shareholders, directors, owners, officers, directors, agents, representatives, employees, attorneys, insurers, and the predecessors, successors, and assigns of any of the foregoing.

28. **“Released Claims”** means the following:

1 a. **Release as to All Settlement Class Members.** Upon the date that the settlement
2 is considered final as defined in Paragraph 68, CLASS REPRESENTATIVE and
3 all members of the Settlement Class, except those that make a valid and timely
4 request to be excluded from the Class, waive, release, discharge, and promise
5 never to assert in any forum any and all claims against DEFENDANT, their
6 respective past, present, and future parents, subsidiaries, affiliates, predecessors
7 or successors in interest, or the officers, directors, shareholders, employees,
8 attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged
9 in the Litigation or which could have been alleged based on the facts asserted in
10 the Litigation based on the allegations, facts, matters, transactions or occurrences
11 alleged therein, specifically including without limiting the generality thereof: (1)
12 claims for missed or unpaid meal periods or rest periods; (2) failure to pay all
13 wages owed (including without limitation, failure to pay the regular rate of pay,
14 overtime pay, double time pay, premium pay and/or otherwise properly calculate
15 overtime); (3) any claim for meal period violations; (4) rest break violations; (5)
16 failure to maintain records; (6) wage statement violations; (7) waiting time
17 penalties; (8) PAGA penalties; and/or (9) unfair competition claims based on the
18 foregoing. The release of the foregoing claims, extends to all theories of relief
19 regardless of whether the claim is, was or could have been alleged as separate
20 claims, causes of action, lawsuits or based on other theories of relief, whether
21 under federal law, state law or common law (including, without limitation, as
22 violations of the California Labor Code, the Wage Orders, applicable regulations,
23 California's Business and Professions Code section 17200 or under California's
24 Private Attorney General Act) and includes all types of relief available for the
25 above-referenced claims, including, without limitation, any claims for damages,
26 restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts,

1 interest, injunctive relief, declaratory relief, or liquidated damages. As to the
2 PAGA claims, only those Class Members who worked during the time period
3 between October 20, 2019 and February 28, 2022 (“PAGA Period”) will release
4 claims for civil penalties under PAGA, and only for the claims that were pled in
5 the action, including the Complaint, or that could have been plead based on the
6 facts alleged in the Litigation.

7 b. **General Release by Named PLAINTIFF Only.** In addition to the release
8 made in Paragraph 28(a), CLASS REPRESENTATIVE makes the additional
9 following general release of all claims, known or unknown. Upon the date that
10 the settlement is considered final as defined in Paragraph 68, CLASS
11 REPRESENTATIVE releases DEFENDANT, and each of their respective
12 past, present, and future parents, subsidiaries, affiliates, predecessors or
13 successors in interest, officers, directors, shareholders, employees, attorneys,
14 agents, assigns, insurers, and re-insurers of any of them, from all claims,
15 demands, rights, liabilities and causes of action of every nature and description
16 whatsoever, known or unknown, asserted or that might have been asserted,
17 whether in tort, contract, or for violation of any state or federal statute, rule or
18 regulation arising out of, relating to, or in connection with any act or omission
19 by or on the part of each of the DEFENDANT.

20 29. **“Settlement”** means CLASS REPRESENTATIVE’s and DEFENDANT’s
21 agreement to settle the Litigation on the terms described in this Agreement.

22 30. **“Settlement Administrator”** means the third-party claims administration firm
23 selected by CLASS REPRESENTATIVE and DEFENDANT and approved by the Court. CLASS
24 REPRESENTATIVE and DEFENDANT have agreed to propose Simpluris as the Settlement
25 Administrator for the Court’s consideration and approval.

26 31. **“Settlement Administration Fees”** means the amount of fees and costs incurred by
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1 the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement, which
2 is not anticipated to exceed \$4,599.

3 **II. THE LITIGATION**

4 32. Procedural History. On October 20, 2020, CLASS REPRESENTATIVE filed a
5 class action in the Superior Court of California for the County of Los Angeles against
6 DEFENDANT entitled *Pehkonen v. Bureau Veritas Commodities And Trade, Inc. fka Inspectorate*
7 *American Corporation* (Los Angeles County Superior Court, Case No. 20STCV40104) that
8 included causes of action for: (1) failure to pay minimum wages; (2) failure to pay wages and
9 overtime; (3) meal period violations; (4) rest break violations; (5) failure to keep required payroll
10 records; (6) violation of Labor Code section 226(a); (7) penalties pursuant to Labor Code section
11 203; and, (8) violation of Business & Professions Code sections 17200, *et seq.* DEFENDANT filed
12 an Answer generally and specifically denying the material allegations of the Complaint and setting
13 forth numerous affirmative defenses thereto. On December 23, 2020, CLASS
14 REPRESENTATIVE filed a Complaint against DEFENDANT under the Private Attorney's
15 General Act of 2004 ("PAGA") with causes of action for: (1) failure to pay minimum wages; (2)
16 failure to pay wages and overtime; (3) meal period violations; (4) rest break violations; (5) violation
17 of Labor Code sections 226(a) and 1174; and, (6) violation of Labor Code sections 203 and 204.
18 DEFENDANT filed an answer generally and specifically denying the material allegations in the
19 Complaint and setting forth numerous affirmative defenses thereto.

20 33. Investigation and Discovery. Class Counsel has conducted a thorough investigation
21 of the facts in the Litigation and has diligently pursued an investigation of Class Members' claims
22 against DEFENDANT. CLASS REPRESENTATIVE have engaged in substantial investigation in
23 connection with the Litigation, including informal exchange of a large volume of information,
24 including confidential information, regarding the claims asserted in the Litigation, the defenses
25 available to DEFENDANT, and other relevant issues. DEFENDANT have produced, and Class
26 Counsel have reviewed and analyzed, relevant personnel and payroll information for CLASS
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1 REPRESENTATIVE and all Class Members.

2 34. Mediation. On October 26, 2021, CLASS REPRESENTATIVE and DEFENDANT
3 participated in an all-day mediation with mediator Hon. Howard R. Broadman (Ret.). At the
4 conclusion of the mediation, the Parties agreed to resolve the matter as stated herein and entered
5 into a Memorandum of Understanding memorializing the settlement agreement.

6 35. No Admission of Liability. CLASS REPRESENTATIVE and DEFENDANT have
7 entered into this Settlement in order to reduce the risks and costs of further litigation, and to avoid
8 further business distractions. DEFENDANT deny any liability or wrongdoing of any kind
9 associated with the claims alleged in the Litigation, including all allegations made in the Operative
10 Complaint. DEFENDANT further contend that, for any purpose other than settlement, this action
11 is not appropriate for class treatment. Among other things, DEFENDANT contend that they
12 complied in good faith with California wage and hour laws and the California Business and
13 Professions Code.

14 36. Inadmissibility of Agreement. Whether or not the Court fails to grant Final
15 Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document,
16 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof,
17 shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed
18 to be evidence for any purpose adverse to the Released Parties, including, but not limited to,
19 evidence of a presumption, concession, indication or admission by any of the Released Parties of
20 any liability, fault, wrongdoing, omission, concession or damage except for purposes of settling
21 this Action or enforcing the Released Claims contained herein pursuant to the terms of this
22 Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released
23 Parties in any further proceeding in the Litigation or any other civil, criminal or administrative
24 action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims
25 contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any
26 other purpose except for: (a) purposes of settling this Litigation or enforcing the Released Claims
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1 contained herein pursuant to the terms of this Agreement; or (b) as evidence of relative value of
2 claims in mediation, Preliminary Approval and/or Final Approval when settling matters against
3 parties other than the Released Parties, in which case only public information may be provided.

4 37. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized
5 above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement
6 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts
7 and circumstances, including the risk of significant delay, defenses asserted by DEFENDANT
8 unresolved legal issues that could have a material impact on the outcome of the Litigation, and
9 numerous potential appellate issues. CLASS REPRESENTATIVE and DEFENDANT recognize
10 that the issues presented in the Litigation are likely only to be resolved after extensive and costly
11 pretrial proceedings, including a dispute as to whether any of the claims asserted can be certified
12 as a class action, and that further litigation will cause inconvenience, distraction, disruption, delay
13 and expense disproportionate to the potential benefits of continued litigation. CLASS
14 REPRESENTATIVE and DEFENDANT agree that they have taken into account the risk and
15 uncertainty of the outcome inherent in any complex litigation of this nature.

16 **III.SETTLEMENT AMOUNT**

17 38. Consideration. The Gross Settlement Amount that DEFENDANT will be obligated
18 to pay in connection with the Settlement is Three-Hundred Seventy-Five Thousand Dollars and
19 Zero Cents (\$375,000.00), as set forth in Paragraph 16 above. The Gross Settlement Amount is
20 inclusive of all payments to Class Members, the Class Counsel Fees and Costs Payment, the
21 CLASS REPRESENTATIVE's Service Payments, the Settlement Administration Fees, the LWDA
22 payment described in Paragraph 67, and each individual Class Member's share of Employee
23 Payroll Taxes, and any other applicable withholdings required by law, and does not include
24 DEFENDANT's share of Employer Payroll Taxes. The Gross Settlement Amount has been agreed
25 to by CLASS REPRESENTATIVE and DEFENDANT based on the aggregation of the agreed-
26 upon settlement value of the Released Claims of the Class Members.

1 39. Tax Treatment of Payments to Participating Class Members. The parties agree to
2 allocate the settlement distributions to members of the class as 25% to wages and 75% to penalties
3 and interest. For the portion characterized as wages, normal Employee Payroll Taxes and
4 withholdings will be deducted pursuant to state and federal law. Other than paying the Employer
5 Payroll Taxes on the portion allocated to wages, DEFENDANT shall have no responsibility for the
6 tax treatment of the non-wage components of the settlement payments.

7 40. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
8 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
9 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
10 PARTY”) ACKNOWLEDGES AND AGREES THAT (i) NO PROVISION OF THIS
11 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
12 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
13 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
16 PART 10, AS AMENDED); (ii) THE ACKNOWLEDGING PARTY (A) HAS RELIED
17 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
18 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
19 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
21 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
22 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
23 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
24 ACKNOWLEDGING PARTY; AND (iii) NO ATTORNEY OR ADVISER TO ANY OTHER
25 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
26 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
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1 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
3 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
4 AGREEMENT.

5 41. PAGA Penalty Allocation. From the Gross Settlement Amount, Ten Thousand
6 Dollars and Zero Cents (\$10,000.00) shall be allocated as PAGA penalties. From this amount,
7 three-quarters (75%) (\$7,500.00) shall be paid to the LWDA, and the remaining one-quarter (25%)
8 (\$2,500.00) shall be distributed to the PAGA Subclass, as defined in Paragraph 53, below.

9 **IV. CLASS REPRESENTATIVE SERVICE PAYMENT**

10 42. As part of the Agreement, DEFENDANT agree not to oppose CLASS
11 REPRESENTATIVE's application to the Court for an individual Class Representative Service
12 Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to CLASS
13 REPRESENTATIVE who has served as a CLASS REPRESENTATIVE, in addition to any
14 payment he is otherwise entitled to as a Class Member, which is to be paid out of the Gross
15 Settlement Amount.

16 43. Should the Court approve a lesser amount for the Class Representative Service
17 Payment, the difference shall be added back to the Net Settlement Fund to be distributed to the
18 Participating Class Members. Any Court order awarding less than the amount sought by Class
19 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

20 44. The Settlement Administrator will issue to the CLASS REPRESENTATIVE an IRS
21 Form 1099 reflecting the Class Representative Service Payment paid to him.

22 **V. ATTORNEYS' FEES AND COSTS**

23 45. As part of the Agreement, DEFENDANT agree not to oppose an application by
24 CLASS REPRESENTATIVE to the Court for Class Counsel fees in the amount of up to one-third
25 (1/3) of the Gross Settlement Amount (*i.e.*, One-Hundred Twenty-Five Thousand Dollars and Zero
26 Cents (\$125,000.00)), plus actual attorneys' costs and expenses not to exceed Fifteen Thousand
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1 Dollars and Zero Cents (\$15,000.00), upon proof provided to the Court.

2 46. Should the Court approve a lesser amount of Class Counsel Fees and Costs Payment
3 than what is sought by Class Counsel, the difference shall be added back to the Net Settlement
4 Fund to be distributed to the Participating Class Members. Any Court order awarding less than the
5 amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or
6 otherwise void the Settlement.

7 47. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
8 reflecting the amount of attorneys' fees and costs awarded by the Court.

9 **VI.CLASS MEMBER DISTRIBUTION FORMULA**

10 48. After deducting the Class Representative Service Payments, the Class Counsel Fees
11 and Costs Payment, the PAGA payment to the LWDA and the Settlement Administration Fees
12 from the Gross Settlement Amount, the remaining balance shall constitute the Net Settlement Fund
13 which will be distributed as described in this Section VI.

14 49. DEFENDANT denies any liability or wrongdoing of any kind associated with the
15 claims alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing
16 in the allocation formulas in this section shall be deemed an admission that any Class Member has
17 stronger or weaker claims than any other Class Member.

18 50. The Settlement Administrator will calculate each Participating Class Member's
19 number of workweeks and the total number of workweeks worked by all Participating Class
20 Members using the Class Data provided by DEFENDANT (as described in Paragraph 58). The
21 Settlement Administrator will determine the Individual Settlement Payment for each Participating
22 Class Member according to the following formulas:

23 51. **The Class.** The Settlement Administrator will calculate each Participating Class
24 Member's number of workweeks and the total number of workweeks worked by all Participating
25 Class Members using the Class Data provided by DEFENDANT (as described in Paragraph 58).
26 The Settlement Administrator will determine the Individual Settlement Payment for each
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1 Participating Class Member according to the following formula: Each Participating Class Member
2 will receive a proportionate share of the Net Settlement Fund that is equal to (i) the number of
3 workweeks he or she worked based on the Class Data, divided by (ii) the total number of
4 workweeks worked by all Participating Class Members based on the Class Data.

5 52. Once determined, each Individual Settlement Payment will be reduced by any
6 required legal deductions, including tax and other required withholdings, for each Participating
7 Class Member.

8 53. A Participating Class Member's receipt of an Individual Settlement Payment shall
9 not entitle him or her to additional compensation or benefits of any kind under any of
10 DEFENDANT' compensation or employee benefits plans.

11 54. **The PAGA Subclass.** From the Ten Thousand Dollars and Zero Cents
12 (\$10,000.00) allocated to PAGA penalties, one-quarter (25%) (\$2,500.00) shall be distributed to
13 the PAGA Subclass, which shall consist of all Class Members who were employed at any time
14 during the time period from October 20, 2019 through February 28, 2022 in the state of California
15 as non-exempt, hourly paid employees. Each Participating Class Member who is a member of the
16 PAGA Subclass will receive a proportionate share of money allocated to that subclass that is equal
17 to (i) the number of workweeks he or she worked during the time period from October 20, 2019
18 through February 28, 2022 or the date of Preliminary Approval of the Settlement (whichever comes
19 first), divided by (ii) the total number of workweeks worked by all Participating Class Members
20 who are members of the PAGA Subclass during the time period from October 20, 2019 through
21 February 28, 2022.

22 **VII. SETTLEMENT ADMINISTRATION**

23 55. **Settlement Administrator.** CLASS REPRESENTATIVE and DEFENDANT have
24 agreed to and will request that the Court appoint Simpluris as Settlement Administrator for this
25 Settlement.

26 56. **Class Counsel.** CLASS REPRESENTATIVE and DEFENDANT stipulate and
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1 agree to propose to the Court that David Yeremian & Associates, Inc. be appointed as Class
2 Counsel to carry out the duties described in this Agreement.

3 57. Stipulation to Conditional Certification. CLASS REPRESENTATIVE and
4 DEFENDANT stipulate, for settlement purposes only, that the Court may conditionally certify the
5 Class, as defined in this Joint Stipulation, as an opt-out class (the “**Class Stipulation**”). More
6 specifically, CLASS REPRESENTATIVE and DEFENDANT agree as part of the Joint Stipulation
7 that, for settlement purposes only, the legal requirements for an opt-out class are satisfied. This
8 conditional Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation
9 is in no way an admission that class action certification is proper, and neither this Joint Stipulation
10 nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence
11 either that (i) the claims advanced in the Litigation, or any other class, collective, or representative
12 action claims, should be certified, or that (ii) DEFENDANT or any of the Released Parties are
13 liable to the CLASS REPRESENTATIVE, the Class Members, or any other putative class
14 members.

15 58. Provision of Class Data to Settlement Administrator. Within fifteen (15) business
16 days from the date of Preliminary Approval of the Settlement, DEFENDANT will provide to the
17 Settlement Administrator each Class Member’s: (a) name; (b) last known address; (c) employment
18 dates during the Class Period, including: date of termination (if applicable); (d) total number of
19 workweeks worked from October 20, 2016 through February 28, 2022 or the date of Preliminary
20 Approval of the Settlement (whichever comes first); and (e) total number of workweeks worked
21 from October 20, 2019 through February 28, 2022 or the date of Preliminary Approval of the
22 Settlement (whichever comes first); and (f) Social Security Number (the “**Class Data**”). The Class
23 Data shall be based on DEFENDANT’ payroll and available business records in a format
24 acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the
25 Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of
26 Address List. The Class Data provided to the Settlement Administrator will remain confidential
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1 and will not be used or disclosed to anyone, except as required by applicable tax authorities,
2 pursuant to DEFENDANT' express written consent, or by order of the Court.

3 **VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS**

4 59. Notice to Putative Class Members. Within ten (10) business days following the
5 Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("Notice")
6 shall be sent by the Settlement Administrator to the Class Members, by first class mail. The Notice
7 will include, non-exclusively:

- 8 a. Contact information for Class Counsel;
- 9 b. The address for a website, maintained by the Settlement Administrator
10 or Class Counsel, that has links to the notice, motions for approval and
11 for attorneys' fees, and any other important documents in the case;
- 12 c. Instructions on how to access the case docket online or in person at the
13 court;
- 14 d. The date of the final approval hearing and clearly state that the date may
15 change without further notice to the class;
- 16 e. An advisement to Class Members to check the settlement website or the
17 Court's website to confirm that the hearing date has not been changed;
- 18 f. Information regarding the nature of the Litigation, including a summary
19 of the substance of the Settlement, the Class definitions, and the formula
20 used in calculating the Individual Settlement Payments;
- 21 g. Information about the ability to opt-out of the Settlement and the
22 process for doing so;
- 23 h. Information about the ability to object to the Settlement and the process
24 for doing;
- 25 i. The time period during which the Class Member worked during the
26 Class Period; and

1 j. The Class Member's estimated Individual Settlement Payment.

2 If the information listed on the Notice is disputed, the Class Member disputing the
3 information may produce information to the Settlement Administrator through the dispute process
4 described in Paragraph 64 below.

5 **IX. APPROVAL PROCESS**

6 60. Opt-In Not Required. Class Members are not required to submit any type of claim
7 form in order to receive settlement payments from the Net Settlement Fund. However, if a new
8 address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly
9 forward the original Notice to the updated address via first-class regular U.S. Mail indicating on
10 the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without
11 a forwarding address, the Settlement Administrator will perform a "skiptrace" search using the
12 National Change of Address database to obtain an updated address. CLASS REPRESENTATIVE
13 and DEFENDANT agree to cooperate with the Settlement Administrator to locate a more recent
14 address for Class Members where necessary. Notices will be re-mailed by the Settlement
15 Administrator to any Class Member for whom an updated address is located.

16 61. Opt-Out. Class Members who request exclusion from the Settlement in accordance
17 with the terms set forth in the Notice of Proposed Settlement will be deemed timely only if
18 postmarked on or before thirty (30) calendar days following the date of initial mailing of the Notice
19 by the Settlement Administrator ("**Exclusion Deadline**"). The date of the postmark on the return
20 mailing envelope shall be the exclusive means used to determine whether a request for exclusion
21 has been timely submitted.

22 62. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will
23 not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will
24 not have any right to object, appeal, or comment thereon, except that the opt-out provision shall
25 not affect their release and participation in the PAGA Settlement. Class Members who do not
26 submit a valid and timely request for exclusion shall be bound by all the terms of this Agreement
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1 and any final judgment or order in this Litigation, and shall be deemed to have waived all unstated
2 objections and opposition to the fairness, reasonableness, and adequacy of this Agreement. If 5%
3 or more of the Class Members opt-out, DEFENDANT shall have the right to rescind this Stipulation
4 and the parties' settlement in its sole and absolute discretion.

5 63. Opt-Out List. At the conclusion of the Notice period and at any time upon request,
6 the Settlement Administrator shall provide counsel for CLASS REPRESENTATIVE and
7 DEFENDANT with a complete list of all Class Members who have timely requested exclusion
8 from the Class.

9 64. Disputes Regarding Class Data. If a Class Member disputes the number of
10 workweeks listed on the Notice, the Class Member may produce evidence to the Settlement
11 Administrator indicating the number of workweeks contended to have been worked.
12 DEFENDANT' records will be presumed determinative, absent evidence to rebut DEFENDANT'
13 records, but the Settlement Administrator will evaluate the evidence submitted by the Class
14 Member and provide the evidence submitted to CLASS REPRESENTATIVE and DEFENDANT
15 who agree to meet and confer in good faith about the evidence to determine the Class Member's
16 actual number of workweeks and estimated Individual Settlement Payment. If CLASS
17 REPRESENTATIVE and DEFENDANT are unable to agree, they agree to submit the dispute to
18 the Settlement Administrator to render a final decision.

19 65. Objection to Settlement. Any Class Member who has not submitted a request for
20 exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection
21 with the Court or by appearing at the Final Approval Hearing in person or through counsel of their
22 choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement
23 Administrator at the address that is set forth in the Notice of Proposed Settlement, and the
24 Settlement Administrator shall provide the objection to CLASS REPRESENTATIVE' counsel and
25 Defense counsel within three (3) days of receipt, and CLASS REPRESENTATIVE' counsel shall
26 file the same with the Court within three (3) days of receipt from the Settlement Administrator. To
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1 be timely, all objections must be postmarked no later than thirty (30) calendar days following the
2 date of the first mailing of the Notice by the Settlement Administrator (“**Objection Deadline**”). A
3 written objection must contain the objecting person’s full name, current address, and include all
4 objections and the reasons therefore, and include any and all supporting papers (including, without
5 limitation, all briefs, written evidence, and declarations). A Class Member who desires to object
6 but who fails to comply with the objection procedure set forth herein shall be deemed not to have
7 objected.

8 66. Appearance at Final Approval Hearing. If a Participating Class Member wishes to
9 appear at the Final Approval Hearing and present her objection to the Court orally, she may do so.
10 Any Participating Class Member who files an objection remains eligible to receive monetary
11 compensation from the Settlement. CLASS REPRESENTATIVE and DEFENDANT shall not be
12 responsible for any fees, costs, or expenses incurred by any Class Member and/or her counsel
13 related to any objections to the Settlement and/or appeals arising therefrom.

14 67. Deadline for Cashing Settlement Checks. Participating Class Members shall have
15 180 days from the date checks are mailed by the Settlement Administrator to cash the checks
16 representing their Individual Settlement Payments. If any such checks mailed remain uncashed
17 after the expiration of this period, or an envelope mailed to a Participating Class Member is returned
18 and no forwarding address can be located for that individual after reasonable efforts have been
19 made, the funds from the uncashed checks shall be distributed by the Settlement Administrator to
20 the California State Controller’s Unclaimed Property division to be held pursuant to the Unclaimed
21 Property Law, California Civil Code § 1500 *et seq.* The Parties agree that this disposition results
22 in no “unpaid residue” under section 384 of the Code of Civil Procedure as all payments to the
23 Participating Class Members and PAGA Members will be paid out, whether or not these individuals
24 cash their Settlement checks. Any tax forms issued by the Settlement Administrator to the class
25 member who does not cash his/her check shall be voided and the employer’s share of payroll taxes
26 will be returned to DEFENDANT.

1 68. Effective Date of Settlement. The Settlement shall become effective when the
2 Settlement is considered as “Final.” For purposes of this Agreement, “Final” means: (i) in the event
3 that the Settlement has received final approval by the Court and there were no timely objections
4 filed or presented, or that any timely objections have been withdrawn, then the date of the Court’s
5 Order granting final approval of the Settlement; or, (ii) in the event that one or more timely
6 objections has/have been filed or presented and not withdrawn at the time of final approval, then
7 upon the passage of the applicable date for an objector to seek appellate review of the trial court’s
8 order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the
9 event that a timely appeal of the court’s order of final approval has been filed, then when the
10 applicable appellate court has rendered a final decision or opinion affirming the Superior Court’s
11 final approval without material modification, and the applicable date for seeking further appellate
12 review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the
13 appellant.

14 **X.DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR**

15 69. Within thirty (30) calendar days after the Settlement is considered “Final” as
16 described in Paragraph 68 above, DEFENDANT shall make a one-time deposit of the Gross
17 Settlement Amount (as defined in Paragraph 16) into a qualified settlement account to be
18 established by the Settlement Administrator. The Gross Settlement Amount shall be used to pay
19 the following, in amounts finally approved by the Court:

- 20 a. The Individual Settlement Payments and PAGA payments to all
21 Participating Class Members, as calculated by the Settlement
22 Administrator;
23 b. The Class Representative Service Payments;
24 c. The Settlement Administration Fees;
25 d. The PAGA payment to the LWDA; and,
26 e. Class Counsel Fees and Costs.

XI.DISTRIBTUION OF FUNDS

70. Within ten (10) business days after receipt of DEFENDANT' payment of the Gross Amount to fund the Settlement as provided in this Agreement, the Settlement Administrator shall do the following:

- a. Mail the Individual Settlement Payment and PAGA payment, if applicable, to each Class Member's last-known address, as determined from the Notice process;
- b. Disburse, by such means as Class Counsel may direct, the amount of the Class Representative Service Payments and Class Counsel Fees and Costs Payment;
- c. Calculate, withhold, and remit to applicable governmental agencies each employee's Employee Payroll Taxes, on the wage portion of the settlement payments to Participating Class Members in accordance with this Agreement;
- d. Calculate DEFENDANT' share of applicable Employer Payroll Taxes and notify DEFENDANT of that amount; and
- e. Mail the PAGA payment approved by the Court to the LWDA with the cover letter provided by Class Counsel.

XII.RELEASE OF CLAIMS

71. Participating Class Members' Release. CLASS REPRESENTATIVE and DEFENDANT desire to fully, finally, and forever settle, compromise, and discharge the Released Claims set forth in Paragraph 28. Each and every Participating Class Member, including the CLASS REPRESENTATIVE, hereby release, discharge, and agree to hold harmless DEFENDANT and all of the other Released Parties, and each of them, from any and all claims that were alleged in the Litigation or which could have been alleged based on the facts asserted in the Litigation, as described in Paragraph 28(a), up through and including the last day of the Class Period.

72. Scope of Class Members' Release. CLASS REPRESENTATIVE and

1 DEFENDANT intend that the Settlement described in this Agreement will release and preclude
2 any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other
3 action of any kind, by each and all of the Participating Class Members to obtain a recovery based
4 on, arising out of, and/or related to any and all of the Released Claims. The Class Members shall
5 be so notified in the Notice to the Class. This paragraph does not apply to any Class Member who
6 timely and validly opts out of the Settlement.

7 **XIII. RETENTION OF JURISDICTION**

8 73. CLASS REPRESENTATIVE and DEFENDANT stipulate that the Court may retain
9 jurisdiction over any further disputes relating to this Agreement, the implementation of the
10 Agreement, the interpretation of the Agreement or any of its terms, or further issues regarding the
11 claims in the Litigation, until the Settlement Administrator and CLASS REPRESENTATIVE and
12 DEFENDANT notify the Court that all issues have been resolved and the Settlement has been fully
13 effectuated. CLASS REPRESENTATIVE and DEFENDANT shall endeavor to give such notice
14 within 180 days from the Final Approval Order.

15 **XIV. GENERAL PROVISIONS**

16 74. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to
17 the Court's approval, CLASS REPRESENTATIVE and DEFENDANT hereby stipulate to the
18 appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement
19 pursuant to this Joint Stipulation.

20 75. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement
21 is not approved and does not become "Final," any Settlement Administration Fees incurred as a
22 result of administration of the failed Settlement shall be borne equally by CLASS
23 REPRESENTATIVE and DEFENDANT, unless otherwise specified in this Agreement.

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

2 77. Interpretation. CLASS REPRESENTATIVE and DEFENDANT have had a full
3 opportunity to negotiate the terms and conditions of this Agreement, with the assistance of a neutral
4 mediator. Accordingly, CLASS REPRESENTATIVE and DEFENDANT expressly waive the
5 common-law and statutory rule of construction that ambiguities should be construed against the
6 drafter of an agreement. CLASS REPRESENTATIVE and DEFENDANT agree that the language
7 in this Agreement shall not be construed in favor or against any Party. CLASS
8 REPRESENTATIVE and DEFENDANT further agree, covenant, and represent that the language
9 in all parts of this Agreement shall be in all cases construed as a whole, according to its fair
10 meaning. Each term of this Agreement is contractual and not merely a recital.

11 78. Rescission. CLASS REPRESENTATIVE and DEFENDANT agree that if, at any
12 time before the Effective Date, any portion of the Released Claims, the Notice, and/or the
13 distribution provisions of this Agreement are determined to be illegal, invalid, or unenforceable,
14 then CLASS REPRESENTATIVE and DEFENDANT agree to meet and confer in order to attempt
15 to resolve outstanding issue(s) and to seek the help of Mediator Nikki Tolt to resolve any dispute
16 they are unable to resolve informally. If CLASS REPRESENTATIVE and DEFENDANT cannot
17 resolve such issue(s), this Agreement shall be rescindable at the option of either Party. The
18 rescinding party must rescind by written notice filed with the Court and served on counsel for the
19 opposing party within thirty (30) days after any order or written ruling that declares any such
20 portion to be illegal, invalid, or unenforceable. The rescinding party will be responsible for paying
21 any Settlement Administration Fees incurred as a result of administration of the failed Settlement.

22 79. Effect If No Final Approval. If the Court denies final approval of the Settlement,
23 then this Settlement shall become null and void. If the Settlement is voided through any of the
24 mechanisms described herein, CLASS REPRESENTATIVE and DEFENDANT will have no
25 further obligations under the Settlement, including any obligation by DEFENDANT to pay the
26 Gross Settlement Amount, or any amounts that otherwise would have been owed under this
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1 Settlement.

2 80. Cooperation. CLASS REPRESENTATIVE and DEFENDANT agree to fully
3 cooperate with each other to accomplish the terms of this Agreement, including but not limited to,
4 executing such documents and to taking such action as may reasonably be necessary to implement
5 the terms of this Agreement. CLASS REPRESENTATIVE and DEFENDANT shall use their best
6 efforts, including all efforts contemplated by this Agreement and any other efforts that may become
7 necessary by order of the Court, or otherwise, to effectuate the terms of this Agreement. As soon
8 as practical after execution of this Agreement, Class Counsel shall, with the assistance and
9 cooperation of DEFENDANT and their counsel, take all reasonable and necessary steps to secure
10 the Court's final approval of this Agreement.

11 81. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to
12 enforce the provisions of this Agreement or to declare rights and/or obligations under this
13 Agreement, a party shall provide written notice to all parties and an opportunity to cure the alleged
14 deficiencies, and CLASS REPRESENTATIVE and DEFENDANT agree to seek the help of
15 Mediator Michael Loeb to resolve any dispute they are unable to resolve informally. During this
16 period, CLASS REPRESENTATIVE and DEFENDANT shall bear their own attorneys' fees and
17 costs. If either DEFENDANT or CLASS REPRESENTATIVE, the signatories to this Agreement,
18 institute a legal action or other proceeding against any other party to enforce the provisions of this
19 Agreement or to declare rights and/or obligations under this Agreement, the successful party shall
20 be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the Court's
21 discretion. This provision shall not apply to any legal action or other proceeding instituted by any
22 person or entity other than CLASS REPRESENTATIVE or DEFENDANT.

23 82. Notice Requirements. Unless otherwise specifically provided herein, all notices,
24 demands, or other communications given hereunder shall be in writing and shall be deemed to have
25 been duly given as of the fifth business day after mailing by United States registered or certified
26 mail, return receipt requested, addressed as follows:

To CLASS REPRESENTATIVE and the Class:

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)
david@yeremianlaw.com
Roman Shkodnik (SBN 285152)
roman@yeremianlaw.com
535 N. Brand Blvd., Suite 705
Glendale, California 91203
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

To DEFENDANT:

HELENE WASSERMAN, Bar No. 130134
hwasserman@littler.com
DAVID S. MAOZ, Bar No. 233857
dmaoz@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East
5th Floor
Los Angeles, CA 90067.3107
Telephone: 310.553.0308
Fax No.: 310.553.5583

83. Entire Agreement. This Joint Stipulation constitutes the entire agreement between CLASS REPRESENTATIVE and DEFENDANT and their respective counsel relating to the Settlement, this Joint Stipulation, and the transactions contemplated thereby. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

84. Notice to Class Members. Counsel for CLASS REPRESENTATIVE and DEFENDANT agree that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The Notice of Proposed

1 Settlement, attached as **Exhibit A** hereto, will advise all Class Members of the binding nature of the
2 release, and the release shall have the same force and effect as if this Agreement were executed by
3 each member of the Class.

4 85. Warranty of No Prior Assignment. CLASS REPRESENTATIVE and DEFENDANT
5 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
6 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
7 liability, claim, demand, action, cause of action, or rights herein released and discharged.

8 86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,
9 except this Agreement, CLASS REPRESENTATIVE and DEFENDANT acknowledge that no
10 representations, statements, or promises made by the other party, or by their respective agents or
11 attorneys, have been relied upon in entering into this Agreement. CLASS REPRESENTATIVE and
12 DEFENDANT explicitly recognize California Civil Code section 1625 and California Code of Civil
13 Procedure section 1856(a), which provide that a written agreement is to be construed according to
14 its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such
15 extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this
16 Agreement.

17 87. Modification in Writing. This Agreement may be modified or amended only if such
18 modification or amendment is agreed to in writing and signed by the duly authorized representatives
19 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the
20 parties to modify this Agreement.

21 88. Enforceability. If the Court finds any material provision of this Agreement to be
22 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other
23 provision of this Agreement, no distributions shall be required until the enforceability or validity of
24 this Agreement has been finally determined.

1 Settlement, attached as **Exhibit A** hereto, will advise all Class Members of the binding nature of the
2 release, and the release shall have the same force and effect as if this Agreement were executed by
3 each member of the Class.

4 85. Warranty of No Prior Assignment. CLASS REPRESENTATIVE and DEFENDANT
5 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
6 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
7 liability, claim, demand, action, cause of action, or rights herein released and discharged.

8 86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,
9 except this Agreement, CLASS REPRESENTATIVE and DEFENDANT acknowledge that no
10 representations, statements, or promises made by the other party, or by their respective agents or
11 attorneys, have been relied upon in entering into this Agreement. CLASS REPRESENTATIVE and
12 DEFENDANT explicitly recognize California Civil Code section 1625 and California Code of Civil
13 Procedure section 1856(a), which provide that a written agreement is to be construed according to
14 its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such
15 extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this
16 Agreement.

17 87. Modification in Writing. This Agreement may be modified or amended only if such
18 modification or amendment is agreed to in writing and signed by the duly authorized representatives
19 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the
20 parties to modify this Agreement.

21 88. Enforceability. If the Court finds any material provision of this Agreement to be
22 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other
23 provision of this Agreement, no distributions shall be required until the enforceability or validity of
24 this Agreement has been finally determined.

89. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of CLASS REPRESENTATIVE, Participating Class Members, DEFENDANT, and the Released Parties.

90. Counterparts. This Agreement may be executed in counterparts and/or electronic and/or facsimile signatures, and when each party has signed and delivered at least one such counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Joint Stipulation, which shall be binding upon and effective as to all parties.

91. Governing Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of California, both in its procedural and substantive aspects.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) indicated on the lines below.

Dated: March 22, 2022

John Pehkonen, on behalf of herself and all others similarly situated

DocuSigned by:
By: 
4840F1B89E4C4D6
John Pehkonen

1 Dated: March 29, 2022



2 By: Alan Sikarskie
3 For: BUREAU VERITAS
4 COMMODITIES AND TRADE, INC. fka
5 INSPECTORATE AMERICAN
6 CORPORATION

7 APPROVED AS TO FORM:

8 Dated: March 22, 2022

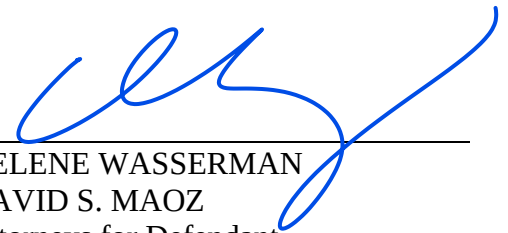
DAVID YEREMIAN & ASSOCIATES, INC.

9
10 By: _____
11 DAVID YEREMIAN
12 Attorneys for PLAINTIFF

13 APPROVED AS TO FORM:

14 Dated: March 29, 2022

LITTLER MENDELSON, P.C.

15
16
17 By: 
18 HELENE WASSERMAN
19 DAVID S. MAOZ
20 Attorneys for Defendant

1 Dated: March 29, 2022



2 By: Alan Sikarskie
3 For: BUREAU VERITAS
4 COMMODITIES AND TRADE, INC. fka
5 INSPECTORATE AMERICAN
6 CORPORATION

7 APPROVED AS TO FORM:

8 Dated: March 22, 2022

9 DAVID YEREMIAN & ASSOCIATES, INC.



10 By: DAVID YEREMIAN
11 Attorneys for PLAINTIFF

12 APPROVED AS TO FORM:

13 Dated: March ___, 2022

14 LITTLER MENDELSON, P.C.

15 By: _____
16 HELENE WASSERMAN
17 DAVID S. MAOZ
18 Attorneys for Defendant
19
20
21
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25
26
27
28

1 Dated: March 29, 2022



2 By: Alan Sikarskie
3 For: BUREAU VERITAS
4 COMMODITIES AND TRADE, INC. fka
5 INSPECTORATE AMERICAN
6 CORPORATION

7 APPROVED AS TO FORM:

8 Dated: March 22, 2022

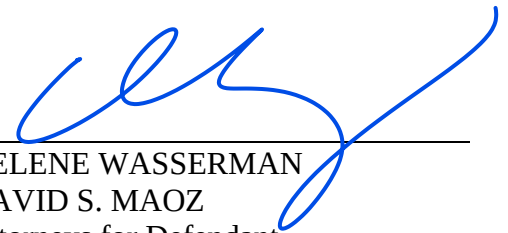
9 DAVID YEREMIAN & ASSOCIATES, INC.

10 By: _____
11 DAVID YEREMIAN
12 Attorneys for PLAINTIFF

13 APPROVED AS TO FORM:

14 Dated: March 29, 2022

15 LITTLER MENDELSON, P.C.

16 By: 
17 HELENE WASSERMAN
18 DAVID S. MAOZ
19 Attorneys for Defendant