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CERTIS U.S.A. LLC

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

JAIME REVELES, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,
vs.

CERTIS U.S.A. L.L.C., a Delaware limited
liability company; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: BCV-20-102315

Honorable David R. Lampe
Department 18

CLASS AND PAGA ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: October 5, 2020

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Joint Stipulation,” “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jaime Reveles (“Plaintiff” or “Class Representative”) and Defendant Certis U.S.A. LLC (“Defendant”). Subject to the approval of the Court, the above-referenced action is being compromised and settled under the terms and conditions set forth herein.

I. RECITALS

A. On October 5, 2020, Plaintiff commenced the above-captioned putative class action against Defendant. On November 12, 2020, Plaintiff filed the operative First Amended Complaint. Through the Action, Plaintiff asserts, on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the period of October 5, 2016 through the present, the following causes of action: (1) Unpaid Minimum Wages—Violation of California Labor Code §§ 1194, 1194.2, 1197; (2) Unpaid Overtime Wages—Violation of California Labor Code § 226.7; (3) Failure to Provide Compliant Meal Periods and/or Pay Meal Period Premiums—Violation of California Labor Code §§ 226.7 and 512; (4) Failure to Provide Complaint Rest Periods and/or Pay Missed Rest Period Premiums—Violation of California Labor Code §§226.7; (5) Failure to Reimburse Business Expenses—Violation of Labor Code § 2808; (6) Non-Compliant Wage Statements §226(a); (7) Final Wages Not Timely Paid- Violation of California Labor Code §§ 201-203; (8) Wages Not Timely Paid During Employment-Violation of California Labor Code §204; (9) Failure to Maintain Reasonable Temperatures—Violation of 8 Cal. C. Regs. § 11130, IWC Wage Order No. 1; and (10) Violations of California Business and Professions Code §17200.

B. In order to formally allege all causes of action investigated, litigated, mediated, and settled, Plaintiff will file a Second Amended Class Action Complaint for Damages and Enforcement of Private Attorneys’ General Act, Cal. Labor Code § 2698, et seq. (“Second Amended Complaint”).

C. Defendant denies all material allegations set forth in the Action, defined below, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

1 D. Class Counsel diligently investigated the proposed Class Members' claims against
2 Defendant in the Action, including any and all applicable defenses and the applicable law, and
3 undertook review and analysis of a volume of documents and data obtained from Defendant and
4 other sources.

5 E. On March 19, 2021, the Parties participated in mediation before Tripper Ortman (the
6 "Mediator"), a respected mediator of complex wage and hour actions. The Parties successfully
7 settled the matter at mediation and executed a Memorandum of Understanding ("MOU")
8 memorializing the Parties agreement. The settlement discussions were conducted at arm's-length,
9 and the Settlement is the result of an informed and detailed analysis of Defendant's potential
10 liability of total exposure in relation to the costs and risks associated with continued litigation.
11 Based on the documents produced, as well as Class Counsel's own independent investigation and
12 evaluation, and the Mediator's efforts, Class Counsel believes that the Settlement with Defendant
13 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
14 and adequate and is in the best interest of the Class Members in light of all known facts and
15 circumstances, including the risk of significant delay and uncertainty associated with litigation and
16 various defenses asserted by Defendant.

17 F. This Settlement Agreement is made and entered into by and between Plaintiff,
18 individually, and on behalf of all others similarly situated, and Defendant, and is subject to the
19 terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that
20 this Settlement Agreement is entered into solely for the purpose of compromising significantly
21 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
22 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the
23 Parties shall be returned to their original respective positions.

24 **II. DEFINITIONS**

25 To the extent terms or phrases used in this Joint Stipulation are not specifically defined below,
26 but are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

27 A. "Action" or "Lawsuit" means the action entitled *Jaime Reveles v. Certis U.S.A.*
28 *L.L.C.*, Superior Court of the State of California, County of Kern, Case No. BCV-20-102315.

1 B. “Attorneys Fees” and “Litigation Cost” mean the amount awarded to Class Counsel
2 to compensate them for their fees and expenses, including their pre-filing investigation, their filing
3 of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance
4 procedures. Subject to Court approval, the Class Counsel Attorneys’ Fees Payment shall be an
5 amount not to exceed One Hundred Forty One Thousand Six Hundred Sixty-Six Dollars and Sixty-
6 Seven Cents (\$141,666.67) which is one third of the Gross Settlement Amount. Subject to Court
7 approval, Class Counsel’s Litigation Expenses shall be an amount not to exceed Fifteen Thousand
8 Dollars and Zero Cents (\$15,000.00).

9 C. “Class” or “Class Member(s)” means all hourly-paid or non-exempt employees who
10 worked for Defendant in the State of California during the Class Period, or each of them.

11 D. “Class Counsel” means Jonathan Melmed of Melmed Law Group P.C.

12 E. “Defendant’s Counsel” or “Defense Counsel” means Leila Nourani, Chad D. Bernard,
13 and Lyubov Lerner of Jackson Lewis, P.C.

14 F. “Class Period” means the period of time from October 5, 2016 through June 19, 2021.

15 G. “Complaint” means the First Amended Class Action Complaint for Damages filed on
16 November 12, 2020, or any subsequently amended complaint filed thereafter in Action, including
17 the filing of the Second Amended Complaint.

18 H. “Court” means the Superior Court of the State of California for the County of Kern.

19 I. “Effective Date” means the date when all of the following events have occurred: (1)
20 Plaintiff files a Second Amended Complaint adding a claim for Penalties Under the Private Attorney
21 General Act (“PAGA”); (2) the Stipulation of Settlement has been executed by all Parties, Class
22 Counsel and Defendant’s Counsel; (3) the Court has given preliminary approval to the Stipulation of
23 Settlement; (4) the Notice of Class Action Settlement has been given to the putative members of the
24 Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of
25 Settlement or opt out of the settlement; (5) the Court has held a formal fairness hearing and entered
26 a final Order and Judgment certifying the Settlement Class, and approving the Stipulation of
27 Settlement; (6) 65 calendar days have passed since the Court has entered a final Order and Judgment
28 certifying the Settlement Class, and approving the Stipulation of Settlement; and (7) in the event

1 there are written objections filed prior to the final fairness hearing which are not later withdrawn or
2 denied, the later of the following events: five business days after the period for filing any appeal,
3 writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of
4 Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or,
5 if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the
6 Stipulation of Settlement has been filed, five business days after any appeal, writ or other appellate
7 proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with
8 no right to pursue further remedies or relief.

9 J. "Final Approval" means the Court's entry of the Final Approval Order and Judgment.

10 K. "Final Approval Hearing" means the final hearing held to ascertain the fairness,
11 reasonableness, and adequacy of the Joint Stipulation, at which time the Court will enter its order
12 granting final approval of the Joint Stipulation.

13 L. "Final Approval Order and Judgment" means the order certifying the Settlement
14 Class, granting final approval of the Settlement, and entering judgment based thereon, after the Court
15 has determined that the Settlement is fair, adequate, and reasonable to the Settlement Class, following
16 notice to the Class and a hearing on the fairness of the Settlement.

17 M. "Gross Settlement Amount" means the amount of Four Hundred Twenty-Five
18 Thousand Dollars (\$425,000.00), that Defendant will pay to resolve this Action. The Gross
19 Settlement Amount includes Individual Settlement Shares (exclusive of employer's and employee's
20 share of taxes, contributions, and withholdings with respect to the wages portion of Individual
21 Settlement Shares); incentive payment to Plaintiff; Class Counsel's Attorneys' Fees and Litigation
22 Costs; PAGA Settlement, and Settlement Administration Costs. Defendant shall pay the employer's
23 share of taxes for the settlement.

24 N. "LWDA" means The State of California Labor and Workforce Development Agency.

25 O. "LWDA Payment" means \$18,750 (75% of the \$25,000 payment allocated to PAGA
26 penalties) allocated to the settlement of PAGA claims which, subject to Court approval, will be paid
27 to the LWDA.

28 P. "Net Settlement Amount" means the Gross Settlement Amount less the Settlement

Administration Costs, Attorneys' Fees and Litigation Costs to Class Counsel, and incentive payment to Plaintiff.

Q. "Notice of Class Action Settlement" or "Class Notice" means the proposed notice to be mailed to the Class, in substantially the same form as attached "**Exhibit A**," as set forth in Section IV.C of this Joint Stipulation and as mutually agreed upon by the Parties and approved by the Court.

R. "Opt Out Request" means a request by a Class Member to opt out of this Settlement, and by which a Class Member excludes himself or herself from participating in, receiving any payment from, and being bound by, the terms of this Settlement through the procedures set forth in Section IV.D of this Joint Stipulation. Members of the PAGA group are not permitted to opt-out of the PAGA Settlement.

S. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 et seq.

T. "PAGA Group" means all hourly-paid or non-exempt employees who worked for Defendant in the State of California from October 5, 2019 to June 19, 2021.

U. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of Class Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty-Five Thousand Dollars (\$25,000), subject to Court approval. Of the PAGA Settlement Amount, 75% (\$18,750) will be considered the LWDA Payment, and the remaining 25% (\$6,250) will be added to the Net Settlement Amount and distributed to Participating Class Members.

V. "Parties" means Plaintiff and Defendant collectively, who are individually referred to as "Party."

W. "Preliminary Approval" means the order by the Court preliminarily approving this Joint Stipulation.

X. "Preliminary Approval Hearing" means the hearing held on the motion for preliminary approval of the Joint Stipulation.

Y. "Released Claims" means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief,

1 which Plaintiff and Settlement Class Member had, or may claim to have, against any of the Released
2 Parties, arising during the Class Period, that were pled or that could have been pled based on the
3 factual allegations set forth in the Complaint, including but not limited to: claims for minimum wage
4 violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period
5 violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties;
6 failure to maintain reasonable temperatures; claims for violation of Sections 11 and 12 of IWC Wage
7 Order No. 1; unfair competition based on the foregoing; and claims for PAGA based on the foregoing
8 Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194,
9 1194.2, 1197, 2802, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1, and
10 Labor Code §§ 2698-2699.5); and all other claims and allegations made or which could have been
11 made in the Action from October 5, 2016 through June 19, 2021.

12 Z. “Released Parties” means Defendant and all of its officers, directors, shareholders,
13 investors, employees, agents, insurers, parent companies, affiliates, subsidiaries, successors, and
14 assigns.

15 AA. “Response Deadline” means the date that is thirty (30) calendar days after the date
16 the Class Notice is mailed to the Class Members, which will be the deadline for Class Members to
17 submit Opt Out Requests, Workweeks Disputes, or objections to the Settlement.

18 BB. “Settlement Class Members” means Class Members who do not validly request
19 exclusion from (i.e., opt out of) the Settlement.

20 CC. “Settlement Administrator” means ILYM Group, Inc.

21 DD. “Settlement Administration Costs” means all fees, costs, and expenses relating to the
22 administration of the settlement in this Action, including without limitation, translating, printing, and
23 mailing the Class Notice, calculating and determining settlement payments, regularly updating
24 counsel for the Parties on the status of administration of the Settlement, and the accounting and
25 maintenance of the Settlement Fund Account.

26 EE. “Settlement Fund Account” means the bank account established under this Joint
27 Stipulation from which all monies payable under this Joint Stipulation will be paid, as set forth
28 herein.

1 FF. "Workweeks" means the number of weeks worked by a Class Member during the
2 Class Period according to Defendant's payroll records, with any partial weeks excluded from the
3 calculations. Workweeks will be calculated by the Settlement Administrator for each Class Member,
4 using each Class Member's start and end dates of employment to determine the number of days the
5 Class Member was employed by Defendant within the Class Period, and dividing the total days by
6 seven (7). Defendant's Workweek data will be presumed to be correct, unless a particular Class
7 Member proves otherwise to the Settlement Administrator by credible, written evidence. All
8 Workweek disputes will be resolved and decided by the Settlement Administrator and the Settlement
9 Administrator's decision on all Workweeks Disputes will be final and non-appealable.

10 GG. "Workweeks Dispute(s)" means the submission by a Class Member to the Settlement
11 Administrator to dispute the number of Workweeks credited to the Class Member.

12 **III. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

13 A. **Discovery, Investigation and Research.** The Parties engaged in extensive
14 investigation of the facts and law during the prosecution of the Action. The investigation included
15 the exchange of information through formal and informal discovery. Specifically, it included, among
16 other things, the exchange of a volume of documents including Defendant's employment policies,
17 practices, and procedures and a sampling of Class Members' time and pay records. The Parties also
18 prepared for and attended a full-day mediation with Tripper Ortman, a well-regarded mediator
19 experienced in mediating complex wage-and-hour matters. Counsel for the Parties also investigated
20 applicable law as applied to the facts in the case and potential defenses, and conducted their own
21 evaluations of the potential recoveries based on the claims in the Action.

22 B. **Allegations of Plaintiff and Benefits of Settlement.**

23 1. This Joint Stipulation was reached after arm's-length bargaining between the
24 Parties with the assistance of an experienced mediator, and after Class Counsel thoroughly reviewed
25 all available information. The information exchanged between the Parties allowed them to assess the
26 merits and to compromise the issues on a fair and equitable basis.

27 2. Plaintiff and Class Counsel contend the claims asserted in the Action have
28 merit. But, they acknowledge the expense and delay of continued litigation to prosecute the Action

1 through class certification, trial, and appeal. Plaintiff and Class Counsel have considered the
2 uncertain outcome and risk of litigation, and the difficulties and delays inherent in such litigation,
3 including, and not limited to, considering the risks associated with class certification, trial, and/or
4 appeals. Plaintiff and Class Counsel determined this Joint Stipulation confers substantial benefit to
5 the Class and is in the best interests of Plaintiff and Class Members.

6 C. **Defendant's Denials of Wrongdoing and Benefits of Settlement.** Defendant
7 generally denies all claims alleged in the Action and further denies class treatment is appropriate for
8 any purpose other than this Settlement. Defendant contends it complied with California and other
9 applicable law. It is Defendant's position that, if litigation continued, class certification would be
10 denied on all claims. Defendant concluded further litigation of the Action would be protracted and
11 expensive. Defendant further determined it is desirable that the Action be fully and finally settled in
12 the manner and upon the terms and conditions in this Joint Stipulation.

13 **IV. PROCEDURAL ISSUES**

14 A. **Preliminary Approval.** Class Counsel will submit this Joint Stipulation to the Court
15 with a motion for preliminary approval of this Settlement. Defendant will not oppose the motion.

16 B. **Settlement Administrator.**

17 1. The third-party company known as ILYM Group, Inc. will act as Settlement
18 Administrator. The Settlement Administrator will be responsible for: (1) preparing, translating,
19 printing and mailing simultaneously the Class Notice in substantially the same form as attached
20 “**Exhibit A**,” in English; (2) receiving and reviewing Opt Out Requests; (3) calculating workweeks
21 and payments under the Settlement; (4) handling inquiries from Class Members concerning the
22 Class Notice, including attempting to resolve disputes concerning Workweeks; (5) providing
23 weekly status reports to Defendant’s Counsel and Class Counsel regarding the mailings and Opt
24 Out Requests; (6) distributing all payments under the Settlement, as well as payments to taxing
25 authorities as appropriate; (7) providing due diligence declarations for submission to the Court,
26 as needed; (8) printing and providing Settlement Class Members and Plaintiff with tax forms as
27 required under this Settlement Agreement and applicable law, and providing copies of same to
28 Defendant; and (9) such other tasks as the Parties mutually agree or the Court orders the

1 Settlement Administrator to perform.

2 2. The Parties each represent they do not have a financial interest in the
3 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
4 creates or could create a conflict of interest. Settlement Administration Costs are estimated not to
5 exceed NINE THOUSAND DOLLARS AND ZERO CENTS (\$9,000.00) and are to be paid from
6 the Gross Settlement Amount subject to approval by the Court.

7 C. **Notice to Class Members.** Class Members will be provided notice of the Settlement
8 in the following manner:

9 1. Within twenty-one (21) calendar days of Preliminary Approval, Defendant
10 will provide the Settlement Administrator with the following information for each Class Member:
11 (1) full name; (2) last known mailing address and telephone number; (3) full Social Security number;
12 and (4) start and end dates of employment during the Class Period ("Class List"). This information
13 will not be shared with Class Counsel. Any report required to provide to Class Counsel will only
14 include an identifying number for the employee and the settlement amount owed.

15 2. Within fourteen (14) calendar days after the Settlement Administrator's
16 receipt of the Class List, the Settlement Administrator will format and mail the Class Notice to the
17 Class Members via first-class U.S. mail.

18 3. Prior to mailing the Class Notice to the Class, the Settlement Administrator
19 will perform a search based on the National Change of Address Database to update and correct the
20 Class Members' addresses, contained in the Class List, for any known or identifiable address
21 changes. It will be conclusively presumed that if the Class Notice has not been returned within thirty
22 (30) calendar days of mailing, that the Class Member received the Class Notice and all of its contents.

23 4. The Settlement Administrator will perform a skip-trace search and re-mail all
24 Class Notices that are returned as undelivered on or before the Response Deadline, within seven (7)
25 calendar days of receiving the returned Class Notice. If a new address is obtained after a Class Notice
26 is returned as undeliverable, the Settlement Administrator shall promptly forward the original Notice
27 Packet to the updated address via first-class U.S. mail, indicating the date of such re-mailing. A
28 returned Class Notice will be forwarded only once by the Settlement Administrator. Upon

completion of these steps by the Settlement Administrator, Defendant shall be deemed to have satisfied its obligation to provide notice of the Settlement to Class Members. Such persons shall be bound by all terms of the Joint Stipulation (including the release) and the Court's order granting final approval of the Settlement and judgment based thereon, unless they validly request exclusion from the Settlement.

5. Class Members shall have thirty (30) calendar days from the date the Class Notice is first mailed (*i.e.*, the Response Deadline) to submitting an Opt Out Request, Workweeks Disputes, or objection to the Settlement. Unless a Class Member validly opts out of the Settlement, the Class Member will be bound by all terms of the Settlement Agreement (including the release of Released Claims) and the Court's order granting final approval of the Settlement and judgment based thereon.

D. **Procedure to Opt Out of Settlement.**

1. Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator an Opt Out Request, which shall be a written statement (as directed by the Class Notice) requesting exclusion from the Settlement Agreement (also referred to herein as "opt out"), and which must: (a) contain the full name, address, telephone number, last four (4) digits of the Social Security Number, and signature of the person requesting exclusion; (b) contain a clear statement indicating that the person wishes to exclude himself or herself from the Settlement, and referencing the Action by name and/or case number; and (c) be postmarked no later than the Response Deadline. Any Class Member who properly opts out of the Settlement using this procedure will not be a member of the Settlement Class, will be barred from participating in this Settlement, will be barred from objecting to this Settlement, and will receive no benefit from this Settlement. PAGA Group members may not opt out of the Settlement under any circumstances.

2. An Opt Out Request shall be deemed valid only if: (1) the Class Member has provided his or her full name, address, and the last four digits of his or her Social Security Number on the Opt Out Request; (2) the Class Member has completed, dated, and signed the Opt Out Request; (3) the name and last four digits of the Social Security Number provided by the Class Member on the Opt Out Request matches Defendant's records; and (4) the Opt Out Request is postmarked on or

1 before the Response Deadline.

2 3. Any Class Member who submits a timely and valid Opt Out Request will not
3 be entitled to recovery under the Settlement and will not be bound by the Settlement or the order
4 granting final approval of the Settlement and judgment based thereon. A Class Member who opts
5 out of the Settlement does not have the right to object, appeal, or comment on the Settlement. Class
6 Members who do not submit a timely and valid Opt Out Request shall be bound by all terms of the
7 Settlement and the order granting final approval of the Settlement and judgment based thereon.

8 4. The Settlement Administrator shall provide Defendant's Counsel and Class
9 Counsel with weekly updates about Class Members who submit Opt Out Requests.

10 E. **Procedure to Object to Settlement.**

11 1. Any Class Member who seeks to object to the Settlement may do so by filing
12 his or her objection with the Court and submitting a copy of the objection on the Settlement
13 Administrator by mail. The objection must: (a) contain the objecting Class Member's full name,
14 address, telephone number, last four digits of his or her Social Security number, and signature; (b)
15 contain the words "Notice of Objection" or "Formal Objection"; (c) contain the case name and
16 number of the Action; (d) a clear and concise statement, including factual and legal arguments,
17 explaining his or her objection(s) to the Settlement; (e) contain a statement indicating whether or not
18 the Class Member is represented by counsel and identifying any such legal counsel; (f) contain a
19 statement indicating whether the Class Member intends to appear at the Final Approval Hearing to
20 present his or her objection(s); (g) list any witnesses the objecting Class Member may call to testify
21 at the Final Approval Hearing; and (h) be filed with the Court and submitted to the Settlement
22 Administrator no later than the Response Deadline. The date of the postmark on the objection
23 submission to the Settlement Administrator shall be the exclusive means used to determine whether
24 a Class Member has timely submitted his or her objection on the Settlement Administrator. Within
25 three (3) business days of receiving any objection to the Settlement, the Settlement Administrator
26 shall provide copies of such objections to Class Counsel and Defendant's Counsel. The Settlement
27 Administrator shall also attach copies of such objections to its declaration that is filed with the Court
28 in advance of the Final Approval Hearing.

2. Plaintiff and/or Defendant may file a response to any objection(s) to the Settlement no later than five (5) court days before the Final Approval Hearing.

3. No Class Member may be heard at the Final Approval Hearing (whether individually or through separate counsel) unless he or she has filed a timely objection with the Court and also timely submitted it to the Settlement Administrator.

F. **Workweeks Disputes.** A Class Member may dispute the accuracy of the Workweeks credited to him or her in conformity with the instructions in the Class Notice (“Workweeks Dispute”). Any such Workweeks Dispute must be in writing and must: (a) contain the Class Member’s full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) contain the case name and number of the Action; (c) contain a clear statement explaining that he or she disputes the number of Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her; (d) any documentation that he or she has to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked on or before the Response Deadline. The Settlement Administrator shall provide copies of all Workweek Disputes to Class Counsel and Defendant’s Counsel within three (3) business days of receipt, and shall immediately attempt to resolve all such disputes with the assistance of Defendant’s Counsel and Class Counsel. In the event of a dispute, Defendant’s records regarding the number of Workweeks of the Class Member shall be presumed to be correct and the Class Member will bear the burden of proof (*i.e.* a Class Member who fails to provide written proof will have his or her challenge denied). The Settlement Administrator shall investigate the challenge, requesting information from Defendant as necessary and make the final determination of whether any additional amount is owed. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator’s decision on all Workweeks Disputes will be final and non-appealable.

G. **Final Approval.**

1. At the Final Approval Hearing, Class Counsel will move the Court for an order granting final approval of the Settlement and entry of judgment in accordance with the California Rule of Court 3.769(h). Class Counsel will seek approval of the Settlement as being fair, reasonable, and adequate to the Class Members. Class Counsel and Defendant’s Counsel will submit to the Court such

pleading and/or evidence as required for the Court's determination. Class Counsel will also submit a fee and cost application to be determined at the Final Approval Hearing.

2. The Final Approval Order and Judgment will, among other things: (a) find that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, met the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto; (b) find that the Class Representative and Class Counsel herein have fairly and adequately represented and protected the interests of the Class at all times in the Action; (c) grant Final Approval to the Settlement as fair, reasonable, adequate, in good faith, and in the best interests of the Class as a whole, and order the Parties to carry out the provisions of this Settlement Agreement; (d) certify the Settlement Class; (e) direct the Parties to implement the terms of the Settlement Agreement, including, without limitation, the provisions regarding payments under the Settlement; (f) enter judgment, adjudging that the Settlement Class Members are conclusively deemed to have released the Released Parties from the Released Claims and permanently barring and enjoining Settlement Class Members from prosecuting any Released Claims against any of the Released Parties; (g) award Attorneys' Fees and Litigation Costs to Class Counsel and an incentive payment to Class Representative in accordance with this Joint Stipulation; and (h) reserving continuing jurisdiction as provided herein.

3. After entry of the Final Approval Order and Judgment, the Court shall have continuing and exclusive jurisdiction over the Action for purposes of: (i) administration and consummation of the terms of this Settlement Agreement; (ii) enforcing, constructing, and interpreting this Settlement Agreement; (iii) addressing such post-judgment matters as may be appropriate under Court rules or applicable law; and (iv) enforcing, constructing, and interpreting the Final Approval Order and Judgment, including, but not limited to, the provisions therein enjoining any further litigation of Released Claims, and over Plaintiff and all Settlement Class Members (and their attorneys and law firms) in connection therewith.

V. SETTLEMENT TERMS

A. **Gross Settlement Amount.** To settle the Action and the Released Claims under the

terms of this Settlement Agreement, Defendant will pay the maximum amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000) (*i.e.*, the Gross Settlement Amount) as set forth above. Defendant will not be required to contribute additional sums to fund the Settlement or otherwise resolve this Action and the Released Claims unless the number of workweeks on June 19, 2021 is greater than 10,000. In the event the number of workweeks worked by Settlement Class Members exceeds 10,000, the Gross Settlement Amount shall be increased proportionately for each additional week (*i.e.* \$42.50 per work week) worked up to 5% of 10,000. If the number of additional workweeks is greater than 5% of 10,000 (*i.e.* \$21,250 in total), Defendant may elect either to: (1) pay the additional amount proportionate to the increase in workweeks; or (2) Defendant may elect to rescind the settlement. Notwithstanding the foregoing, and the terms set forth in Section V.C, Defendant will not be required to pay any amount exceeding the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary and distribution will be on a non-claims-made basis. Defendant will pay the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

B. **Establishment of Settlement Fund.** Within three (3) calendar days of the Effective Date, the Settlement Administrator will establish a Settlement Fund Account in a non-interest bearing transaction account at a FDIC-insured institution.

C. **Allocation of Settlement Proceeds.**

The Gross Settlement Amount is inclusive of and will be allocated as follows:

1. Class Counsel's Attorneys' Fees, as approved by the Court, in an amount not to exceed one third of the Gross Settlement Amount, or \$141,666.67 to Melmed Law Group P.C. The fees shall be detailed in Class Counsel's application for fees and costs in this Action, to be heard at the time of Final Approval;

2. Class Counsel's Litigation Costs and expenses, as approved by the Court, in an amount not to exceed \$15,000. The Litigation Costs shall be detailed in Class Counsel's application for Attorneys' Fees and Litigation Costs in this Action, to be heard at the time of Final Approval;

3. Incentive payment to Plaintiff, as approved by the Court, for his service on behalf of the Class, in an amount not to exceed \$7,500;

4. In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Twenty-Five Thousand Dollars (\$25,000) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to Class Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

5. The Settlement Administration Costs, as approved by the Court, in an amount estimated not to exceed \$9,000; and

6. The Net Settlement Amount, which is available for distribution to Settlement Class Members, after deducting the amounts stated in subparagraph 1-4 of this Section.

D. Distribution of Settlement Proceeds.

1. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Settlement Fund Account. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

2. Within 45 calendar days after the Effective Date, the Settlement Administrator shall pay all Individual Settlement Payments to Settlement Class Members, Attorneys' Fees and Litigation Costs to Class Counsel, incentive payment to Plaintiff, and Settlement Administration Costs to itself, all as determined by the Court at the Final Approval Hearing.

3. The Settlement Administrator will be responsible for calculating each Settlement Class Member's share of the Net Settlement Amount ("Individual Settlement Share"), as follows: The Net Settlement Amount will be divided by the total number of Workweeks worked by all of the Settlement Class Members to yield a "Class Weekly Rate." Each Settlement Class Member's respective number of Workweeks will be multiplied by the Class Weekly Rate, to yield

his or her respective Individual Settlement Share. Each Individual Settlement Share shall be allocated 25% to wages (to be reported on IRS Form W-2), 75% to penalties and interest (to be reported on IRS Form 1099, if applicable). Defendant will pay the employer's share of payroll taxes, and contributions separately. Each Settlement Class Member, including Plaintiff, will be responsible for the payment of their employee share of payroll taxes. The portion of the Individual Settlement share attributable to wages will be subject to the employees' share of payroll taxes, contributions, and withholdings.

4. The Settlement Administrator's determination of eligibility for, and the amounts of, any settlement payments under this Settlement Agreement shall be conclusive, final, and binding on all parties, including all Class Members.

5. Any settlement checks paid to Settlement Class Members will remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance after which they will become stale ("Check Stale Date") and shall automatically be cancelled if not cashed or deposited by Settlement Class Members within that time. Any funds remaining in the Settlement Fund Account as a result of Settlement Class Members' failure to cash or deposit their checks by the Check Stale Date, shall be transmitted in the names and respective amounts of the checks that are cancelled, to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class Members whose checks were cancelled, until such time that they claim their property. Defendant will not be required to pay any interest on said amount. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash or deposit their settlement checks.

6. The Settlement Administrator shall prepare any and all reports and/or declarations regarding the distribution of funds under the Settlement, as ordered by the Court. The Settlement Administrator shall also undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any settlement checks. To the extent that the Settlement Administrator is able to

1 obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for
2 the employer's and employee's share of payroll taxes, contributions, and withholding associated with
3 cancelled Individual Settlement Payments, these amounts shall be transmitted to the non-profit
4 organization identified in this Paragraph, along with the funds associated with cancelled settlement
5 checks.
6

7 7. Notwithstanding the above, within fourteen (14) calendar days after the
8 disbursement of all funds as set forth in section V.D.2, the Settlement Administrator will serve on
9 the Parties a declaration providing a final report on the disbursements of all funds.

10 8. Plaintiff and Class Members will be solely responsible for the reporting and
11 payment of any state, local, and/or federal income tax, if any, on the amounts paid to them under the
12 Settlement. If it is determined that any taxes are due in connection with any amount paid under the
13 Settlement, Plaintiff and Class Members will be solely responsible for all liability for taxes and any
14 costs, fees, interest, assessments, penalties, damages, or other losses due to such a determination. No
15 payments made under this Settlement Agreement will have an effect on any employee pension
16 benefit plan or employee welfare benefit plan sponsored by Defendant.
17

18
19 E. **Class Counsel's Attorneys' Fees.** Defendant will not oppose Class Counsel's
20 application for fees of up to one third (\$141,666.67) of the Gross Settlement Amount. Defendant will
21 not be obligated to pay any Attorneys' Fees of Class Counsel, Plaintiff, or Class Members above this
22 amount. Class Counsel's fee application must be submitted with supporting documentation, and
23 heard at the time of the Final Approval Hearing. No part of the Gross Settlement Amount will be
24 used to pay any attorney's fees of Class Counsel, Plaintiff, or Class Members above this amount.
25 Class Counsel's fees are subject to court approval.

26 F. **Class Counsel's Litigation Costs.** Defendant will not oppose Class Counsel's
27 application for reimbursement of Litigation Costs and expenses of up to \$15,000. Defendant will not
28 be obligated to pay any costs of Class Counsel, Plaintiff, or Class Members above this amount. No

part of the Gross Settlement Amount will be used to pay any costs of Class Counsel, Plaintiff, or Class Members above this amount. Class Counsel's request for costs must be submitted with its fee application and with supporting documentation, and heard at the time of the Final Approval Hearing. Class Counsel's Litigation Costs are subject to approval by the Court.

G. **Incentive Payment to Plaintiff.** In exchange for a general release of all claims, and in recognition of his effort and work in prosecuting the Action on behalf of the Class Members and negotiating the Settlement, Defendant will not oppose Plaintiff's application for an incentive payment to Plaintiff of up to \$7,500. This incentive payment is subject to approval by the Court. Defendant will not be obligated to pay any incentive payment above this amount. This payment shall be considered miscellaneous income, and the Settlement Administrator will be responsible for issuing a Form 1099, and any other tax forms, to Plaintiff relating to this payment. No part of the Gross Settlement Amount will be used to pay any incentive payment above this amount.

H. **Settlement Administration Costs.** The Parties agree the Settlement Administration Costs shall be deducted from the Gross Settlement Amount, subject to approval by the Court. Settlement Administration Costs are estimated not to exceed \$9,000.

I. **Tax Treatment.**

1. Plaintiff and Settlement Class Members shall be exclusively liable for any and all of their respective tax liability, if any. Plaintiff and Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement Agreement. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts they receive pursuant to this Settlement Agreement. Plaintiff and Settlement Class Members shall cooperate with Defendant and provide documentation as requested to demonstrate such payment should any taxing authority challenge the tax treatment of any such payment made under the Settlement.

2. Each Party to this Settlement Agreement acknowledges and agrees that:

a. No provision of this Settlement Agreement and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or

be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);

b. He, she, or it: (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement; (b) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on him or her; and

c. No attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

J. **Release of Claims by Plaintiff and Settlement Class Members.**

1. Upon the Effective Date, Plaintiff, and Settlement Class Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims.

2. In addition, upon the Effective Date, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-

1 economic damages, attorney fees, and costs, arising on or before the Effective Date. With respect to
2 those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any
3 and all rights and benefits available under California Civil Code section 1542, which provides:

4
5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
8 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
10 **DEBTOR OR RELEASED PARTY**

11 **VI. NULLIFICATION OF THE JOINT STIPULATION**

12 A. This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses to
13 grant approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action; (c) the
14 judgment is reversed, modified, or declared or rendered void; (d) Defendant rescinds the settlement
15 pursuant to sections V.A. or VI B, (e) Defendant rescinds the settlement pursuant to section VI.C.;
16 and/or (f) if any material portion of this Joint Stipulation is invalidated, unless the Parties subsequently
17 agree in writing that the remaining provisions of the Joint Stipulation are to remain in full force and
18 effect.

19 B. Defendant has represented there were approximately 10,000 Workweeks at issue for
20 the Class Members from October 16, 2016 up to June 19, 2021. If the number of workweeks on June
21 19, 2021 is greater than 10,000, then the GSA shall be increased proportionately for each additional
22 week worked, up to 5% of 10,000. If the number of workweeks is greater than 5% of 10,000,
23 Defendant may elect either to: (1) pay the additional amount proportionate to the increase in
24 workweeks; or (2) Defendant may elect to rescind the settlement. The Parties must file a joint
25 stipulation to notify the Court of Defendant's decision to rescind the settlement. This option to rescind
26 the Settlement must be exercised by way of written notice sent to Class Counsel by certified mail to
27 Jonathan Melmed, Esq. at Melmed Law Group, P.C., 1801 Century Park East, Suite 850, Los Angeles,
28 CA 90067 within twenty-five (25) calendar days of June 19, 2021.

C. In the event that 10% or more Class Members opt out of the settlement, Defendant
has the right (but not the obligation) to void the settlement. The Parties must file a joint stipulation to

1 notify the Court of Defendant's decision to rescind the settlement. This option to rescind the
2 Settlement must be exercised by way of written notice sent to Class Counsel by certified mail to
3 Jonathan Melmed, Esq. at Melmed Law Group, P.C., 1801 Century Park East, Suite 850, Los Angeles,
4 CA 90067 within fifteen (15) calendar days after the Class Administrator receives all potential opt-
5 outs from Settlement Class Members.

6 **VII. DUTIES OF THE PARTIES**

7 A. **PAGA CLAIMS.** Plaintiff shall provide notice to the LWDA of his claims for PAGA
8 penalties pursuant to Labor Code 2699.3(a). Plaintiff must then file his Second Amended Complaint
9 adding a claim for PAGA penalties for violations of the Labor Code sections and Wage Order
10 provisions alleged in his Complaint. The Second Amended Complaint must be filed no later than
11 April 23, 2021.

12 B. **Mutual Cooperation.** The Parties agree to cooperate to accomplish and implement
13 the terms of this Joint Stipulation. Such cooperation will include, but not be limited to, execution of
14 such other documents and taking such other actions as may reasonably be necessary to fulfill the
15 terms of this Joint Stipulation. The Parties will use their reasonable best efforts, including all efforts
16 contemplated by this Joint Stipulation and any other efforts that may become necessary by court
17 order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as
18 practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant
19 and its counsel, will try to secure Preliminary Approval and Final Approval.

20 C. **Duty to Support and Defend the Settlement.** The Parties agree the settlement is fair
21 and reasonable and will so represent to the Court. In addition, the mediator (Tripper Ortman) may
22 execute a declaration supporting the settlement, and the Court may contact the mediator to discuss
23 the settlement and whether or not it is fair and reasonable. The Parties agree to abide by all terms of
24 the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best
25 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.
26 Plaintiff agrees to take all steps necessary to implement and effectuate the Settlement.

27 **VIII. MISCELLANEOUS PROVISIONS**

28 A. **No Comments to Press or Media.** If contacted by the media or members of the press,

the Parties, Defendant's Counsel, and Class Counsel will merely inform them that the case has been resolved, and refer them to the public filings. The terms of the Settlement shall remain confidential until the Parties submit the motion for preliminary approval to the Court.

B. No Admission of Liability.

1. This Joint Stipulation is not an admission of liability by Defendant or any of the Released Parties. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that, but for the Settlement, a class could be certified in the Action. This Settlement Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendant or the Released Parties of liability or wrongdoing, or an admission by Plaintiff that any of his claims were non-meritorious or any defenses to his claims were meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

2. The Parties have agreed to class certification for the sole purpose of effectuating this Settlement. Should the Settlement not be approved by the Court, or should the Judgment regarding the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, or any other action, and in any of those events Defendant and the Released Parties expressly reserve the right to oppose class certification.

3. Whether or not the Settlement set forth in this Settlement Agreement becomes final, neither the Settlement, this Settlement Agreement, any document, statement, proceeding, or conduct related to the Settlement or the Settlement Agreement, nor any reports or accounting of those matters, will be offered as evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;

1 or (ii) disclosed, referred to, or offered in evidence against any of the Released Parties, in any further
2 proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except
3 for purposes of effectuating the Settlement pursuant to this Settlement Agreement.

4 4. This Section and all other provisions of this Settlement Agreement
5 notwithstanding, any and all provisions of this Settlement Agreement, may be admitted in evidence
6 and otherwise used in any and all proceedings to enforce any or all terms of this Settlement
7 Agreement or in defense of any claims released or barred by this Settlement Agreement.

8 C. **No Impact on Benefit Plans.** It is expressly understood and agreed that the receipt
9 of any payment under the Settlement will not entitle Plaintiff or any Settlement Class Member to
10 additional compensation or benefits under any company bonus, contract, incentive plan, contest, or
11 other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
12 any Settlement Class Member to any increased retirement, 401(k) or matching benefits, or deferred
13 compensation benefits. It is also expressly understood and agreed that any payments made to Plaintiff
14 and Settlement Class Members under the terms of this Settlement Agreement do not represent any
15 modification of previously credited length of service or other eligibility criteria under any bonus
16 plan, incentive plan, contract, employee pension benefit plan, or employee welfare plan sponsored
17 by any of the Released Parties or to which any of the Released Parties are required to make
18 contributions. All payments under the Settlement shall be deemed to be paid to Plaintiff and
19 Settlement Class Members solely in the year in which such payments actually are received by them.
20 Further, any payments made under this Settlement Agreement shall not be considered compensation
21 in any year for purposes of determining eligibility for, or benefit accrual within, any employee
22 pension benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or
23 to which any of the Released Parties are required to make contributions. It is the Parties' intent that
24 the Individual Settlement Shares provided for in this Settlement Agreement are the sole payments to
25 be made by Defendant to the Settlement Class Members, and that the Settlement Class Members are
26 not entitled to any new or additional compensation or benefits as a result of having received the
27 Individual Settlement Shares (notwithstanding any contrary language or agreement in any benefit or
28 compensation plan document that might have been in effect during the Class Period).

1 D. **Construction.** The Parties agree this Joint Stipulation resulted from lengthy,
2 intensive, arm's-length negotiations, and it is not to be construed for or against any Party for any
3 reason.

4 E. **Choice of Law.** This Joint Stipulation is intended to and will be governed by the laws
5 of California, without regard to conflicts of law principles.

6 F. **Continuing Jurisdiction.** Even after entry of judgment in the Action based on the
7 Settlement, the Court will retain continuing jurisdiction to enforce the Settlement pursuant to
8 California Rules of Court 3.769 and California Code of Civil Procedure section 664.6.

9 G. **Captions and Interpretations.** Section headings, paragraph headings, titles, or
10 captions contained herein are inserted as a matter of convenience and for reference only, and in no
11 way define, limit, extend, or describe the scope of this Joint Stipulation or any provision thereof.

12 H. **Modification.** This Joint Stipulation may not be changed, altered, or modified, except
13 in writing signed by counsel for the Parties and approved by the Court.

14 I. **Integration Clause.** All prior or contemporaneous agreements, understandings,
15 representations, and statements, whether oral or written, between the Parties are merged herein. No
16 rights under this Joint Stipulation may be waived except in writing.

17 J. **No Inducements.** Plaintiff and Defendant acknowledge that they are entering into
18 this Settlement Agreement as a free and voluntary act without duress or undue pressure or influence
19 of any kind or nature whatsoever, and that neither Plaintiff nor Defendant have relied on any
20 promises, representations, or warranties regarding the subject matter hereof other than as set forth in
21 this Settlement Agreement.

22 K. **Successors and Assigns.** This Joint Stipulation will be binding upon and inure to the
23 benefit of the Parties and their respective heirs, trustees, executors, administrators, predecessors,
24 successors, affiliates, agents, and assigns.

25 L. **Class Counsel Signatories.** Because the Class Members are so numerous, the Parties
26 agree it is impossible or impractical to have each Class Member sign this Joint Stipulation. This Joint
27 Stipulation may be executed on behalf of the Class by Class Counsel and Plaintiff.

28 M. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and

1 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
2 action required or permitted to be taken by such Parties under this Settlement Agreement to effectuate
3 its terms, and to execute any other documents required to effectuate the terms of this Settlement
4 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to
5 affect the implementation of the Settlement. In the event the Parties are unable to reach agreement
6 on the form or content of any document needed to implement this Settlement Agreement, or on any
7 supplemental provisions that may become necessary to effectuate the terms of this Settlement
8 Agreement, the Parties will seek the assistance of the Court, and in all cases all such documents,
9 supplemental provisions and assistance of the Court will be consistent with this Settlement
10 Agreement.

11 N. **Dates.** If any of the dates in the Joint Stipulation fall on a weekend, bank holiday, or
12 court holiday, the time to act shall be extended to the next business day.

13 O. **Execution in Counterparts.** This Joint Stipulation will become effective upon its
14 execution by all of the undersigned. The Parties may execute this Joint Stipulation in counterparts,
15 and execution of counterparts will have the same force and effect as had all Parties signed the same
16 instrument. Facsimile or pdf copies of any such signed counterparts may be used in lieu of the
17 original for any purpose. Pursuant to California Civil Code section 1633.7, the Parties agree they
18 may use DocuSign or similar electronic signature technology to expedite the execution of this
19 Settlement Agreement.

20 **IT IS SO AGREED.**

21
22 DATED: 5/3/2021, 2021

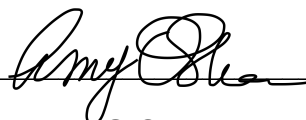
By:

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Jaime Reveles
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JAIME REVELES

CERTIS U.S.A. L.L.C.

By:



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27 DATED: May 3, 2021

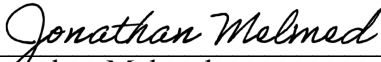
Name: Amy O'Shea

Title: President and CEO

APPROVED AS TO FORM:

DATED: May 3, 2021

MELMED LAW GROUP, P.C.

By: 
Jonathan Melmed
Attorneys for Plaintiff

DATED: May 3,, 2021

JACKSON LEWIS, P.C.

By: 
Leila Nourani
Chad D. Bernard
Lyubov Lerner
Attorneys for Defendant

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