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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

RICHARD THOMAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DELTA TECH SERVICE, INC., a California
Corporation, and DOES 1-10, inclusive.
Defendant.

CASE NO. FCS055980

*[Assigned for all purposes to the Honorable
Judge Alesia Jones, Department 22]*

Joint Stipulation re: Class Action Settlement

1 This Joint Stipulation Re: Class Action Settlement (hereinafter “Stipulation” or “Settlement
2 Agreement”) is made and entered into by: (1) Plaintiff Richard Thomas (“Plaintiff”), individually and
3 in his representative capacity on behalf of the Settlement Class, as defined below, and as a private
4 attorney general on behalf of the State of California; and (2) Defendant Delta Tech Services, Inc.
5 “Defendant”). This Settlement Agreement is subject to the approval of the Court and is made for the
6 sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the
7 following terms and conditions. This Settlement shall be binding on Plaintiff and the class he purports
8 to represent, on all aggrieved employees, Defendant, and on their respective counsel, subject to the
9 terms and conditions hereof and the approval of the Court.

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **1. DEFINITIONS**

12 As used in this Settlement Agreement, the following terms shall have the meanings specified below.
13 To the extent terms or phrases used in this Settlement Agreement are not specifically defined below,
14 but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this
15 definition section.

16 **1.1. ACTION**

17 “Action” shall mean the following civil action: Richard Thomas v. Delta Tech Services Inc.,
18 FCS055980, in the Solano County Superior Court filed on January 27, 2021.

19 **1.2. ADMINISTRATIVE EXPENSES**

20 “Administrative Expenses” shall include all costs and expenses associated with and paid to the third-
21 party settlement administrator, which are anticipated not to exceed \$12,000.

22 **1.3. APPLICABLE WAGE ORDERS**

23 “Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”) Wage
24 Orders applicable to the facts of this case, including IWC Wage Orders 16-2001 and others that may
25 be applicable. (Cal. Code of Regs., tit. 8, §§ 11070, 11090.)

26 **1.4. CLAIMS**

27 “Claims” shall mean the claims asserted in the Action.
28

1 **1.5. CLASS ATTORNEY FEES AND EXPENSES**

2 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount for which
3 Class Counsel may apply for their attorney fees and litigation expenses. The amount of Class Attorney
4 Fees and Expenses shall include all past and future attorneys’ fees and costs incurred in the Action –
5 including, without limitation, all time expended by Class Counsel in the Actions or in defending the
6 Settlement and securing final approval of the Settlement (including any appeals thereof). The Parties
7 agree that the fee portion of the Class Attorney Fees and Expenses shall be up to 1/3 of the Gross
8 Settlement Amount (i.e., \$50,000.00), as approved by the Court, and the award of costs and expenses
9 shall be up to an additional \$10,000.00.

10 **1.6. CLASS COUNSEL**

11 “Class Counsel” shall mean Craig J. Ackermann of Ackermann & Tilajef, P.C., and Amir Seyedfarshi
12 of Employment Rights Law Group APC.

13 **1.7. CLASS MEMBER**

14 “Class Member” shall mean any person who is a prospective member of the Settlement Class, or, if
15 such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-in-
16 interest.

17 **1.8. CLASS NOTICE**

18 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement and Hearing Date for Court*
19 *Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court,
20 which is to be mailed to Class Members along with the Share Form.

21 **1.9. CLASS PARTICIPANTS**

22 “Class Participants” shall mean all Class Members who do not timely request exclusion from the Class
23 Settlement.

24 **1.10. CLASS PERIOD**

25 “Class Period” shall mean the period from January 27, 2017, through the date the court grants an order
26 preliminarily approving the Class Settlement.

27 **1.11. CLASS REPRESENTATIVE**

28 “Class Representative” shall mean Plaintiff Richard Thomas.

1 **1.12. CLASS SETTLEMENT**

2 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is subject
3 to Court approval.

4 **1.13. COMPLAINT**

5 “Complaint” shall mean the Complaint filed in the Action.

6 **1.14. COURT**

7 “Court” shall mean the Solano County Superior Court before which the Action is currently pending.

8 **1.15. DEFENDANT**

9 “Defendant” shall mean Defendant Delta Tech Services Inc.

10 **1.16. DEFENSE COUNSEL**

11 “Defense Counsel” shall refer to Samantha Squillante, Esq., O’Hagan Meyer.

12 **1.17. EFFECTIVE DATE**

13 Final Effective Date” refers to the date the Final Approval Order is entered if no objections to the
14 Settlement are filed. If objections are filed and overruled, and no appeal of the Final Approval Order
15 is filed, then the Final Effective Date will be sixty (60) calendar days following the date the Final
16 Approval Order is signed. If an appeal is taken from the Final Approval Order, then the Final Effective
17 Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision
18 affirming the Final Approval Order becomes final.

19 **1.18. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING**

20 “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all
21 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal
22 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State
23 Unemployment Tax Act (SUTA) on the portion of any Class Participant’s Individual Settlement
24 Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld
25 from and paid out of the Net Settlement Amount.
26
27
28

1 **1.19. EMPLOYER’S TAXES**

2 “Employer’s Taxes” shall mean and refer to Defendant’s share of payroll taxes (e.g., Unemployment
3 Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion
4 of any Class Participant’s Individual Settlement Amount that constitutes wages. The Employer’s Taxes
5 shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net
6 Settlement Amount.

7 **1.20. FINAL APPROVAL AND FAIRNESS HEARING**

8 “Final Approval and Fairness Hearing” shall mean the final hearing before the Court to finally approve
9 the Settlement as fair, reasonable, and adequate.

10 **1.21. GROSS SETTLEMENT AMOUNT**

11 “Gross Settlement Amount” is the agreed upon non-reversionary settlement amount totaling
12 \$150,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,
13 inclusive of the Administrative Expenses, the Employee’s Taxes and Required Withholdings, the Class
14 Attorney Fees and Expenses, the Incentive Award, and PAGA Payment and all other amounts other
15 than the Employer’s Taxes defined above. This is the maximum possible amount that may be paid by
16 Defendant to resolve the Action, with the exception of the Employer’s Taxes defined above. Defendant
17 shall separately pay their share of the Employer’s Taxes in addition to the Gross Settlement Amount
18 on the portion of each Individual Settlement Amount allocated as wages.

19 **1.22. HEARING ON PRELIMINARY APPROVAL**

20 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary approval
21 of the Class Settlement.

22 **1.23. INCENTIVE AWARD**

23 “Incentive Award” shall mean any additional monetary payment provided to the Class Representative
24 for his efforts and risks on behalf of the Settlement Class in this Action.

25 **1.24. INDIVIDUAL SETTLEMENT AMOUNT**

26 “Individual Settlement Amount” shall mean a Class Participant’s share of the Net Settlement Amount,
27 as further detailed in Paragraphs 7.2 and 7.3 below.
28

1 **1.25. NET SETTLEMENT AMOUNT**

2 “Net Settlement Amount” shall mean the Gross Settlement Amount less all Court-approved deductions
3 for Administrative Expenses; Class Attorney Fees and Expenses; and Plaintiff’s Incentive Award and
4 PAGA Payment. The Net Settlement Amount is the maximum amount that will be available for
5 distribution to Class Participants.

6 **1.26. OPT OUT**

7 “Opt Out” shall refer to the process of submitting a timely and valid request exclusion from the Class
8 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline,
9 as described in Paragraph 6.5 below.

10 **1.27. OPT-OUTS**

11 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class Settlement
12 in accordance with the terms of the Class Notice and no later than the Response Deadline, as described
13 in Paragraph 6.5 below.

14 **1.28. PAGA PAYMENT**

15 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a reasonable
16 sum to be paid in settlement of the PAGA claims included in the Action, which is \$10,000.00. The
17 PAGA Payment is to be paid from the Gross Settlement Amount. The PAGA Payment is to be approved
18 by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five
19 percent (75%) (i.e., \$7,500.00) to the LWDA and twenty-five percent (25%) (i.e., \$2,500.00) to the
20 PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the
21 LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

22 **1.29. PAGA PERIOD**

23 “PAGA Period” shall mean the period from November 16, 2019, through the date the court grants an
24 order preliminarily approving the Class Settlement.

25 **1.30. PAGA SETTLEMENT CLASS**

26 “PAGA Settlement Class” shall mean all individuals who worked for Defendants in California as non-
27 exempt during the PAGA Period.

1 **1.31. PARTIES**

2 “Parties” shall mean Plaintiff and Defendant.

3 **1.32. PLAINTIFF**

4 “Plaintiff” shall mean Plaintiff Richard Thomas.

5 **1.33. PRELIMINARY APPROVAL DATE**

6 “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily
7 approving this Settlement Agreement.

8 **1.34. RELEASED CLAIMS**

9 All Class Members who do not opt out of the Settlement will be bound by a release of all claims
10 and causes of action falling within the definition of “Released Claims” (below), whether known or
11 unknown, and irrespective of the factual basis for such claims. The scope of the release is limited to
12 the Released Claims. Plaintiff and the Class Participants may hereafter discover facts or legal
13 arguments in addition to or different from those they now know or currently believe to be true with
14 respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the
15 discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released
16 Claims, and by virtue of this Agreement, Plaintiff and the Class Participants shall be deemed to have,
17 and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever
18 settled and released all of the Released Claims. The Parties understand and specifically agree that the
19 scope of the release described in this Paragraph: is a material part of the consideration for this
20 Agreement; was critical in justifying the agreed upon economic value of this settlement and without it
21 Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary
22 to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or
23 could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiff’s
24 Complaint.

25 The “Released Claims” are those claims alleged in the operative PAGA letter, pending
26 Complaint, or that reasonably could have been alleged based on the facts and claims asserted in the
27 PAGA letter and/or Complaint, and arising during the Class Release Period, specifically including
28 claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2 as well

1 as Sections 11 and 12 of the applicable IWC Wage Order, UCL Claims, as well as any civil penalty
2 claims predicated on the claims alleged in Plaintiff's PAGA letter and/or Complaint and arising during
3 the Class and/or PAGA Period. The Release Period shall be the Class Period.

4 This Settlement Agreement will not release any person, party, or entity from claims, if any, by Class
5 Participants for workers compensation, unemployment, or disability benefits of any nature. Nor does
6 it release any claims, actions, or causes of action which may be possessed by Class Participants under
7 state or federal discrimination statutes, including, without limitation, the California Fair Employment
8 and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the
9 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the
10 Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
11 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
12 interpretive guidelines.

13 **1.35. RELEASED PARTIES**

14 “Released Parties” shall mean and refer to Defendant and all of its subsidiaries, affiliates, predecessors,
15 successors, and related entities, subrogees, assigns, and its respective officers, directors, principals,
16 representatives, owners, shareholders, investors, employees, fiduciaries, trustees, agents, insurers,
17 attorneys, accountants, and benefit plans.

18 **1.36. RELEASING PARTIES**

19 “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their behalf
20 or purporting to assert a claim under or through them, including, but not limited to, their dependents,
21 heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,
22 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,
23 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

24 **1.37. RESPONSE DEADLINE**

25 “Response Deadline” shall mean the date sixty (60) calendar days following the date on which the
26 Settlement Administrator first mails Class Notice to the Class Members and shall also be the last day
27 on which Class Members may submit a request for exclusion and/or objection to Class Settlement.
28

1 **1.38. SETTLEMENT ADMINISTRATOR**

2 “Settlement Administrator” shall mean CPT Group, Inc. (or other administrator agreed on by the
3 parties) which the Parties have agreed will be responsible for administration of the Class Settlement
4 and related matters.

5 **1.39. SETTLEMENT CLASS**

6 “Settlement Class” shall mean all individuals who worked for Defendant in California as non-exempt
7 employees who hold or held the title of maintenance technician or maintenance worker, or in any other
8 similar capacity, during the Class Period. Defendant represents there were approximately 69 Settlement
9 Class Members who worked a total of approximately 3,385 workweeks during the Class Period. If the
10 Court does not grant either the preliminary or final approval of settlement, or if the settlement is
11 revoked, the Parties stipulate that the conditional class certification is revoked without prejudice. In
12 the event that the total number of weeks worked between January 27, 2017 and December 9, 2021 is
13 10% more than the 3,385 figure provided by Defendant, then the GSA shall be increased
14 proportionately for each additional week worked over 3,724.

15 **1.40. SHARE FORM**

16 “Share Form” shall mean the Share Form, as set forth in the form of **Exhibit 2** attached hereto, or as
17 otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

18 **2. FACTUAL AND PROCEDURAL BACKGROUND**

19 **2.1. PLAINTIFF’S CLAIMS**

20 1. On November 16, 2020, Plaintiff submitted his PAGA Letter to the LWDA asserting
21 claims that Defendant violated Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512,
22 1194, 1198, as well as IWC Wage Order 16-2001. On January 27, 2021, Plaintiff filed his class and
23 PAGA representative action complaint in Solano County Superior Court alleging Defendant failed to
24 pay minimum wages for all hours worked; failed to pay overtime wages; failed to provide compliant
25 rest periods to and/or pay rest period premiums; failed to provide compliant meal periods to and/or pay
26 meal period premiums; failed to provide complete/accurate wage statements; failed to pay all final
27 wages; failed to pay timely wages; violated the UCL based on the foregoing; and owes PAGA penalties
28 based on the foregoing.

1 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

2 The Parties have conducted a detailed and comprehensive investigation of the claims asserted against
3 Defendant and of the applicable law. This discovery, investigation, and prosecution has included,
4 among other things, (a) an analysis of the legal positions taken by Defendant; (b) investigation into the
5 viability of class treatment of the claims asserted in the Action; (c) analysis of potential class-wide
6 damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's
7 claims; (d) research of the applicable law with respect to the claims asserted in the Complaint and the
8 potential defenses thereto; (e) assembling and analyzing of data for calculating damages; and (f)
9 consideration of information disclosed at and in connection with mediation.

10 Class Counsel and the Class Representative have vigorously prosecuted this case, and Defendant has
11 vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess
12 the relative merits of the claims of the Class Representative and of the defenses to them.

13 After such discovery, investigation, and prosecution, the Parties attended a full-day mediation with an
14 experienced employment law mediator, Steve Pearl, which culminated in a settlement in principal, the
15 terms of which are elaborated in this Settlement Agreement.

16 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
17 **CLASS SETTLEMENT**

18 The documents and data exchanged in this matter, as well as discussions between counsel, have been
19 adequate to give the Class Representative and Class Counsel a sound understanding of the merits of
20 their positions and to evaluate the value of the claims of the Settlement Class.

21 The Class Representative and Class Counsel believe that the claims, causes of action, allegations, and
22 contentions asserted in the Action have merit. However, the Class Representative and Class Counsel
23 recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to
24 prosecute the Action against Defendant through trial and through appeals. Class Counsel has taken into
25 account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such
26 as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of
27 obtaining certification of the Settlement Class as well as trying the claims of the class. Class Counsel
28

1 is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the
2 Action.

3 The Class Representative and Class Counsel believe that the settlement set forth in this Settlement
4 Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an independent
5 review of this Settlement Agreement by the Court in the approval process will confirm this conclusion.
6 Based on their own independent investigation and evaluation, Class Counsel has determined that the
7 settlement set forth in this Settlement Agreement is in the best interests of Plaintiff and the Class
8 Members.

9 **2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

10 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by Plaintiff
11 in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or
12 liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action,
13 and has expressly denied and continues to deny any wrongdoing whatsoever. Defendant contends that
14 they complied with California and federal wage and hour laws and has dealt legally and fairly with
15 Plaintiff and the Class Members.

16 Defendant further denies that, for any purpose other than settling this Action, these claims are
17 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
18 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
19 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
20 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's
21 business without further expensive litigation and the distraction and diversion of their personnel with
22 respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks
23 inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore,
24 determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the
25 terms and conditions set forth in this Settlement Agreement.

26 **2.5. INTENT OF THE CLASS SETTLEMENT**

27 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order approving
28 the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released Parties from

1 liability for any and all of the Released Claims; and (4) discharge of Defendant from liability for any
2 and all claims arising out of the Action.

3 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

4 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties
5 agree to conditional class certification of the Settlement Class. The certification of the Settlement Class
6 shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including
7 without limitation, that certification of a class is or would be warranted, appropriate or proper; or that
8 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the
9 Action. In the event that the Settlement Agreement is not finally approved by the Court, a Final
10 Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered
11 null and void as set forth herein, then certification of the Settlement Class shall be automatically
12 vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding
13 determination that the requirements for certification of a class for trial purposes in this Action or in any
14 other action which have been, are or can be, satisfied. Further, if the Agreement does not reach a Final
15 Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any
16 preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

17 **4. APPOINTMENT OF CLASS COUNSEL**

18 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree to the
19 appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the Class
20 Settlement pursuant to this Settlement Agreement.

21 **5. CONSIDERATION**

22 **5.1. SETTLEMENT AMOUNT**

23 The Parties agree to settle this Action for the Gross Settlement Amount of \$150,000.00. There shall be
24 no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
25 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
26 consideration for the Class Settlement and will be made in full and final settlement of: the Released
27 Claims; the Class Attorney Fees, Costs, and Expenses; Administrative Expenses; the Incentive Award;
28 the PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA

1 Payment), and any other obligation of Defendant under this Settlement Agreement (other than the
2 Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).
3 Under no circumstances will Defendant be obligated to pay more than the Gross Settlement Amount
4 and its share of the employer's payroll taxes, which shall be funded in addition to the Gross Settlement
5 Amount as a result of this Settlement.

6 **5.2. INCENTIVE AWARD FOR PLAINTIFF**

7 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$5,000.00 for
8 Richard Thomas to acknowledge his efforts on behalf of the Settlement Class in this Action, including
9 assisting in the investigation and consulting with Class Counsel and providing crucial documents to
10 Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award in such an
11 amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross
12 Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled
13 as a Class Participant. Any Incentive Award approved by the Court shall not be considered wages, and
14 the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such payment.
15 Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award approved
16 by the Court and shall hold Defendant harmless from all liability with regard thereto. In the event the
17 Court reduces Class Representative's Incentive Award, the reduced amount shall be added to the Net
18 Settlement Amount to be distributed to Class Participants.

19 **5.3. PAYMENT TO CLASS PARTICIPANTS**

20 Each Class Participant shall be eligible to receive payment of the Individual Settlement Amount, which
21 is a share of the Net Settlement Amount based on the pro rata number of weeks worked by the Class
22 Members during the Class Period as a proportion of all weeks worked by all Class Members. For
23 purposes of this calculation, a workweek means a week where a Class Member was employed in
24 California in a non-exempt job position. Each Class Participant, including Plaintiff, shall be responsible
25 for the payment of the Employee's Taxes and Required Withholding with respect to his or his
26 Individual Settlement Amount and shall hold Defendant harmless from any and all liability with regard
27 thereto. Defendant has not warranted or represented how the U.S. Internal Revenue Service or other
28 governmental taxing authorities will treat the payments described above for tax purposes, and agrees

1 that no further payment of money to Plaintiff or his counsel from Defendant will be due in the event
2 that Plaintiff fails to pay any required taxes on the payments he receives pursuant to this Agreement.

3 **5.4. PAYMENT TO PAGA SETTLEMENT CLASS**

4 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
5 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
6 agreed is a reasonable sum to be paid in settlement of the alleged PAGA claims included in the Action,
7 which is \$10,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code
8 section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$7,500.00) to the
9 LWDA and twenty-five percent (25%) (i.e., \$2,500) to the PAGA Settlement Class. The portion of the
10 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement
11 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class
12 member during the PAGA Period as a proportion of all pay periods worked by all members of the
13 PAGA Settlement Class.

14 **5.5. TAX TREATMENT AND PAYMENT**

15 The Settlement Administrator shall be responsible for paying the employees' share of federal, state,
16 and local payroll and income taxes. For the purpose of calculating Employee's Taxes and Required
17 Withholding for the Individual Settlement Amounts for Class Participants (including any payments to
18 the Class Representative but exclusive of his Incentive Award), the Parties agree that 15% of each
19 Individual Settlement Amount shall constitute payment in the form of wages (and each Class
20 Participant will be issued an IRS Form W-2 for such payment to him or her), and 85% of each
21 Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will
22 be issued an IRS Form 1099 for such payment to him or her).

23 Prior to final distribution, the Settlement Administrator shall calculate the total of each Employee's
24 Taxes and Required Withholding due as a result of the wage portion of each Class Participant's
25 anticipated Individual Settlement Amount and such actual amount will be deducted from the Net
26 Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final
27 distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage
28 portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendant

1 to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the
2 Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely
3 responsible for all other individual tax obligations and will hold Defendant harmless from any resulting
4 tax liability, interest, attorneys' fees, or penalty associated with his or her failure to pay taxes he or she
5 owes. Defendant will not on any circumstances pay any money in addition to the GSA except for
6 Employer Payroll taxes.

7 With respect to the PAGA Payment and any payments made to individual members of the PAGA
8 Settlement Class, all such payments shall be treated as payments owing for penalties and interest
9 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the
10 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement
11 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made
12 to them.

13 The Settlement Administrator shall issue an IRS Form W-2 to each Class Participant for the portion of
14 the Individual Settlement Amount that is designated as wages. The Settlement Administrator shall issue
15 an IRS Form 1099 to each Class Participant for the portion of the Individual Settlement Awards that is
16 not designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to the Class
17 Representative for any enhancement award paid in connection with his roles as the Class
18 Representative.

19 The Settlement Administrator shall file, with the California Employment Development Department
20 ("EDD"), the required reports of Personal Income Tax ("PIT") wages withheld from the Individual
21 Settlement Amounts, as well as the amounts to be paid as Unemployment Insurance ("UI"),
22 Employment Training Tax ("ETT"), and State Disability Insurance ("SDI"). For purposes of this
23 reporting, prior to disbursement of the Individual Settlement Amounts, the Settlement Administrator
24 shall provide Defendant with a list of all Class Participants, and Defendant shall provide to the
25 Settlement Administrator the following information: (1) its Form DE 2088, Notice of Contribution
26 Rates and Statement of UI Account, for the current calendar year (if unavailable, Defendant may
27 provide instead their California State Employer's Identification Number and its applicable UI and ETT
28

1 Rates); and (2) the year-to-date earnings of each Class Participant who received any wages from
2 Defendant during the current calendar year.

3 All Class Participants and Plaintiff will be responsible for correctly characterizing the compensation
4 they receive for tax purposes and for paying any taxes on the amounts received, except for the employer
5 contributions which will be handled as provided by this Stipulation. The Class Participants and Plaintiff
6 agree to indemnify, and hold Defendant harmless for any liability Defendant incurs to any tax authority
7 on account of the Class Participants' or Plaintiff's failures to pay all taxes due on amounts they receive
8 hereunder, except if the failure results from Defendant's failure to pay their own respective portion of
9 taxes due. The liability of each Class Participant and Plaintiff is limited to the liability caused by that
10 individual's own failure.

11 **5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

12 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
13 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
14 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
15 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,
16 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be
17 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
18 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.
19 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs
20 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are
21 not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined
22 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or
23 any other purpose, and that additional contributions or benefits are not required by this Settlement
24 Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes
25 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,
26 or any other plan sponsored by Defendant.

1 **5.7. CLASS ATTORNEY FEES AND EXPENSES**

2 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award
3 of Class Attorney Fees and Expenses with the fee portion not to exceed 1/3 of the Gross Settlement
4 Amount (i.e., \$50,000.00) and the award of costs and expenses up to an additional \$12,000.00. The
5 Class Attorney Fees and Expenses shall be paid from the Gross Settlement Amount.

6 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner
7 reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid
8 from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not
9 constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class
10 Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set
11 forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees
12 and Expenses awarded. In the event the Court reduces the Class Attorney Fees and Expenses, the
13 reduced amount shall be added to the Net Settlement Amount to be distributed to Class Participants.

14 The Class Attorney Fees and Expenses approved by the Court shall reflect: (a) all work performed and
15 costs and expenses incurred by, or at the direction of, any attorney purporting to represent the
16 Settlement Class through the date of this Settlement Agreement; (b) all work to be performed and costs
17 to be incurred in connection with approval by the Court of the Class Settlement; (c) all work to be
18 performed and costs and expenses, if any, incurred in connection with administering the Class
19 Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may be based
20 on the "catalyst theory" and/or the "common fund doctrine."

21 **6. SETTLEMENT ADMINISTRATION**

22 **6.1. COSTS AND EXPENSES**

23 All costs and expenses due to the Settlement Administrator in connection with its administration of the
24 Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members,
25 processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to
26 the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA
27 Settlement Class, and calculating, administering and distributing Individual Settlement Amounts to the
28 Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not

1 expected to exceed \$8,000. To the extent actual costs for claims administration are less than \$8,000,
2 those amounts will be added to the Net Settlement Amount to be distributed to Class Participants.
3 Defendant agrees not to oppose any such applications which are consistent with this paragraph.

4 **6.2. PAYMENT BY DEFENDANT**

5 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the employer-side
6 payroll taxes to the Settlement Administrator within 31 calendar days after entry of an order granting
7 final approval by the Court by wiring that amount to the Settlement Administrator. In no event shall
8 Defendant be obligated to pay or deposit with the Settlement Administrator more than \$150,000.00
9 plus the Employer's Taxes, except where the Escalator Provision is triggered.

10 **6.3. THE SETTLEMENT ADMINISTRATOR**

11 The Settlement Administrator will be responsible for: (a) preparing, translating into Spanish, printing,
12 and mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members
13 as well as following up with reasonable skip tracing; (b) posting notice of entry of final order and
14 judgment certifying the Class Settlement and approving this Settlement Agreement; (c) handling
15 inquiries from Class Members concerning the Class Notice; (d) determining Individual Settlement
16 Amounts; (e) determining individual payments to members of the PAGA Settlement Class; (f)
17 maintaining the settlement funds in an appropriate interest-bearing account; (g) preparing,
18 administering, and distributing Individual Settlement Amounts to Class Participants; (h) preparing,
19 administering, and distributing individual payments to members of the PAGA Settlement Class;
20 distributing the portion of the PAGA Payment payable to the LWDA; (i) issuing a final report; (j)
21 notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (k)
22 calculating and paying the employer's share of the applicable federal and state withholding taxes; (l)
23 filing any required federal and state tax forms and related agency reporting; (m) filing any required
24 reports with the Court; and (n) performing such other duties as the Parties may direct. Additionally, the
25 Settlement Administrator will handle all tax document preparation and reporting, including state and
26 federal tax forms, if any.

27 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense
28 Counsel with summary information updating them as to the number of validated and timely objections

1 and Opt Out requests. The Settlement Administrator will serve on Class Counsel and Defense Counsel
2 via e-mail date-stamped copies of the original Opt Out requests and objections no later than seven (7)
3 days after their receipt. The Settlement Administrator will provide Class Counsel with proof of mailing
4 of the Class Notice, without listing individual Class Member names which the Settlement
5 Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's
6 Final Approval and Fairness Hearing.

7 No later than seven (7) days prior to the Final Approval and Fairness Hearing, the Settlement
8 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
9 information regarding: (a) the total amount of final Individual Settlement Amounts of each Class
10 Participant, without any identifying personal information; (b) the number of Class Participants to
11 receive such payments, and (c) the final number of Opt-Outs and objections.

12 **6.4. NOTICE TO CLASS MEMBERS**

13 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days after
14 the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with data that is
15 within Defendant's possession containing, for each Class Member: (a) The Class Member's name; (b)
16 the Class Member's last known address; (c) the Class Member's social security number; (d) the Class
17 Member's first date of employment in California in a non-exempt job position; and (e) the Class
18 Member's last date of employment (if any) in California in a non-exempt job position. This Class
19 information is confidential and not to be disclosed to anyone other than the Settlement Administrator.
20 This information shall be based on Defendant's payroll and other business records, and shall be in a
21 format readily accessible to Defendant.

22 Within twenty-eight (28) calendar days following the Preliminary Approval Date, the Settlement
23 Administrator shall determine the number of workweeks worked by each Class Member; populate the
24 data for each Class Member accordingly; conduct a National Change of Address search to update any
25 addresses provided; and thereafter mail a copy of the Notice to all Class Members by first class regular
26 U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained
27 by the Settlement Administrator. The Class Notice shall also contain an easily-understood statement
28

1 alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member
2 is releasing and waiving all Released Claims against the Released Parties.

3 The Class Notice will inform Class Members of their estimated share of the settlement and the number
4 of workweeks they worked during the Class Period. Class Members may dispute their workweeks if
5 they believe they worked more weeks in the Class Period than Defendant's records show by submitting
6 information to the Settlement Administrator no later than sixty (60) days after being mailed the Class
7 Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The
8 Settlement Administrator will jointly work with Plaintiff and Defendant to resolve the dispute in good
9 faith. If Plaintiff and Defendant cannot agree over the workweeks to be credited, the Settlement
10 Administrator shall make the final decision based on the information presented by the Class Member
11 and Defendant.

12 The Settlement Administrator will engage in address searches consistent with its normal practices in
13 administering settlements of wage claims, including skip tracing. Such search efforts shall include,
14 where necessary, using social security numbers to obtain better address information and attempting to
15 call such Class Members.

16 **6.5. OPT-OUT PROCEDURE**

17 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the
18 Class Settlement and shall become Class Participants without having to submit a claim form or take
19 any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or postcard
20 to the Settlement Administrator by the Response Deadline. The Opt Out request must state the Class
21 Member's name, address, telephone number, and signature. The Opt Out request should state
22 something to the effect of:

23 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
24 RICHARD THOMAS V. DELTA TECH SERVICES, INC. LAWSUIT. I
25 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
26 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT
27
28

1 OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT
2 HAVE.”

3 Any Opt Out request that is not postmarked by the Response Deadline will be invalid.

4 Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement
5 Administrator to forward the Notices to the Class Members. Notices returned to the Settlement
6 Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned
7 envelope. Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed
8 to have satisfied their obligation to provide the Notice to the affected Class Member. The affected Class
9 Member shall remain a Class Participant and shall be bound by all the terms of this Stipulation and the
10 Court’s Final Order and Judgment. Any Re-Mailing of the Notice shall extend the receipt deadline by
11 a period of fifteen (15) calendar days.

12 It will be presumed that, if an envelope containing the Class Notice has not been returned within
13 twenty-eight (28) calendar days of the mailing, the Class Member received the Class Notice. At least
14 ten (10) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall
15 provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing
16 with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration
17 shall specify the number of Class Members to whom the Class Notice was sent and the number of Class
18 Members to whom the Class Notice was not delivered, as well as information relating to the number
19 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

20 If the Settlement Administrator determines that an Opt Out request returned by a Class Member before
21 the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to
22 that Class Member identifying the problem. If a Class Member submits both a dispute and an Opt Out
23 request, the Settlement Administrator shall make reasonable attempts to clarify if the Opt Out request
24 was deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be disregarded
25 and the class member will be paid, and the Class Member will become bound by the judgment.

1 A request to Opt Out of the Class Settlement shall not serve to exclude the Class Member from
2 participation in the PAGA Settlement Class. Members of the PAGA Settlement Class shall have no
3 right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

4 Class Participants will be bound by the Release of Released Claims set forth in the definition of
5 “Released Claims” provided in this Settlement Agreement.

6 **6.6. OBJECTION PROCEDURE**

7 The Class Notice shall inform the Class Members of their right to object to the Class Settlement. Any
8 Class Member who wishes to object to the Class Settlement must submit a written objection to the
9 Settlement Administrator no later than the Response Deadline and must file with the Court, and serve
10 on all parties, a written statement of objection. Only Class Participants may object to the Settlement.

11 The objection must include the case name and number and must set forth, in clear and concise terms,
12 a statement of the reasons why the objector believes that the Court should find that the proposed Class
13 Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement
14 should not be approved, including the legal and factual arguments supporting the objection. If an
15 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an
16 attorney, they need not file a notice of intention to appear at the same time as the objection is filed.

17 The Settlement Administrator will promptly serve copies of any objection or notice of intention to
18 appear on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection with
19 the Court. Class Members may appear at the Final Approval Hearing, either in person or through a
20 lawyer retained at their own expense whether or not they have submitted a timely written objection and
21 notice of intention to appear pursuant to this subsection.

22 In the event that the Court approves this Settlement notwithstanding the objections of any Class
23 Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement.
24 Class Members who have opted out of the Settlement do not have standing to object to the Settlement
25 or to file an appeal.

26 **6.7. NOTICE OF FINAL JUDGMENT**

27 Within ten (10) days after the Court has held a Final and Fairness Approval Hearing and entered a final
28 order certifying the Class (for settlement purposes only) and approving the Class Settlement, the

Settlement Administrator will give notice of judgment to Class Members pursuant to Rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

7. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

7.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Class Members are settled for the Gross Settlement Amount of \$150,000.00, which will be allocated as follows:

1. The Administrative Expenses, not to exceed \$5,000;
2. Class Counsel's attorney fees not to exceed \$ 50,000.00;
3. Class Counsel's litigation costs and expenses not to exceed \$12,000.00;
4. The Incentive Award, not to exceed \$5,000.00; and
5. PAGA Payment to LWDA of \$7,500.00.
6. PAGA Payment to the PAGA Class Members of \$2,500.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

7.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR CLASS PARTICIPANTS

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a "checks cashed" basis based on the proportional number of weeks worked by each Class Member during the Class Period.

The Settlement Administrator shall be solely and exclusively responsible for calculating the Individual Settlement Amounts for Class Participants. Defendant (1) shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement; (2) shall have no involvement in or responsibility for the determination or payment of

1 Employee's Taxes and Required Withholding; and (3) shall have no liability for any errors made with
2 respect to such Employee's Taxes and Required Withholding. Although the Settlement Administrator
3 will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the
4 Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants
5 represent and understand that they shall be solely responsible for any and all tax obligation associated
6 with their respective Individual Settlement Amounts and Incentive Awards and shall hold Defendant
7 harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated with his or her
8 failure to pay taxes he or she owes.

9 **7.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF**
10 **THE PAGA SETTLEMENT CLASS**

11 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
12 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
13 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
14 is \$10,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
15 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$7,500.00) to the LWDA and
16 twenty-five percent (25%) (i.e., \$2,500.00) to the PAGA Settlement Class.

17 The Settlement Administrator shall be responsible for calculating the Individual PAGA Payments for
18 the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA Settlement
19 Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods
20 worked by each particular PAGA Settlement Class member during the PAGA Period as a proportion
21 of all pay periods worked by all PAGA Settlement Class members during the PAGA Period. Each
22 member of the PAGA Settlement Class, including Plaintiff, shall be responsible for the payment of the
23 Employee's Taxes and Required Withholding with respect to their share of the PAGA Payment and
24 shall hold Defendants harmless from any and all liability with regard thereto.

25 Defendant (1) shall have no responsibility for deciding the validity of the individual payment amounts
26 allocated to each member of the PAGA Settlement Class or any other payments made pursuant to this
27 Settlement Agreement; (2) shall have no involvement in or responsibility for the determination or
28

1 payment of Employee's Taxes and Required Withholding; and (3) shall have no liability for any errors
2 made with respect to such Employee's Taxes and Required Withholding.

3 The members of the PAGA Settlement Class shall be solely responsible for any and all tax obligation
4 associated with their respective shares of the PAGA Payment and shall hold Defendant harmless from
5 any resulting tax liability, interest, attorneys' fees, or penalty associated with his or her failure to pay
6 taxes he or she owes.

7 **7.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

8 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
9 approved by the Court to Class Counsel no later than twenty (20) days after the Effective Date.

10 **7.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

11 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the Court
12 no later than twenty (20) days after the Effective Date.

13 **7.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

14 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment due to
15 it and approved by the Court no later than twenty (20) days after the Effective Date.

16 **7.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
17 **INDIVIDUAL SETTLEMENT AMOUNTS**

18 The Settlement Administrator shall make every effort to pay the Employee's Taxes and Required
19 Withholding associated with each Class Participant's Individual Settlement Amount and mail the
20 Individual Settlement Amount to each Class Participant, by first-class United States mail, to the last-
21 known address no later than twenty (20) days after the Effective Date. If the Settlement Administrator
22 is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense
23 Counsel and provide an approximate date by which the Employee's Taxes and Required Withholding
24 shall be paid and the Individual Settlement Amounts will be mailed. Under no circumstances shall the
25 Settlement Administrator distribute checks to Class Participants until all Individual Settlement
26 Amounts have been considered, calculated, and accounted for, and all of the remaining monetary
27 obligations have been calculated and accounted for.
28

1 Within one hundred and twenty (120) days of mailing the Individual Settlement Amounts to Class
2 Participants or as Ordered by the Court, the Settlement Administrator shall file with the Court and
3 provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased,
4 payment shall be made payable to the estate of that Class Member and delivered to the executor or
5 administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration
6 pursuant to California Probate Code section 13101, in which case payment shall be made to the
7 affiant(s) or declarant(s).

8 **7.8. NON-CASHED SETTLEMENT CHECKS**

9 Any funds associated with checks that have not been cashed within one hundred and eighty (180) days,
10 will become void and the Individual Settlement Amount associated with the uncashed check will be
11 distributed pursuant to Code of Civil Procedure section 384 to the Solano County Legal Aid and Pro
12 Bono Services. For the purposes of determining whether Defendant has met its financial obligation to
13 pay the Individual Settlement Payment, Defendant will be deemed to have fulfilled its obligation upon
14 the mailing of the check by the Settlement Administrator to the Class Member, regardless of whether
15 such Class Member subsequently negotiates the check.

16 **7.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR**
17 **PAYMENT OF INDIVIDUAL SETTLEMENT SHARES**

18 Each Class Member may dispute the number of Workweeks or their estimated Individual Settlement
19 Amount contained on their Class Notice (“Workweeks Dispute”). Class Member Workweeks and the
20 corresponding Individual Settlement Amount shall be calculated using the employment and payroll
21 records of Defendant, which presumptively shall be deemed to be full, complete, and accurate for
22 purposes of this Settlement Agreement. To overcome that presumption, any Class Member objecting
23 to the accuracy of the number of Workweeks or amount of the Individual Settlement Amount must
24 submit documentary evidence, such as pay stubs or other written employment records, to the Settlement
25 Administrator.

26 Any Workweeks Dispute must be mailed or faxed to the Settlement Administrator by the Class
27 Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement
28 Administrator (1) shall immediately provide copies of all disputes to counsel for Defendant; (2) shall

1 inform Class Counsel of the dispute without disclosing the identity of the Class Member making the
2 dispute; and (3) shall immediately attempt to resolve all such disputes directly with relevant Class
3 Members with the assistance of Defendant, Defense Counsel, and Class Counsel. If the dispute cannot
4 be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision.
5 The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective
6 Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been
7 distributed, the initial calculation shall stand (as Defendant shall be under no obligation to pay any
8 amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

9 **8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

10 **8.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

11 This Stipulation shall be considered null and void, all Parties to the Class Settlement shall stand in the
12 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with
13 the Court, and any order of judgment entered by the Court in furtherance of the settlement shall be
14 vitiated *nunc pro tunc*, if any of the following occurs: (a) the Court should for any reason fail to approve
15 this Settlement Agreement in the form agreed to by the Parties; (b) the Court does not enter the Final
16 Settlement Approval Order and Judgment as provided for herein or contemplated by this Stipulation;
17 (c) the Court does not enter a Final Settlement Approval Order and Judgment as provided for herein
18 that becomes final as a result of the occurrence of the Effective Date; or (d) the Settlement does not
19 become final for any other reason. Notwithstanding the foregoing, the Parties may attempt in good
20 faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

21 **8.2 Parties' Rights to Void Class Settlement; Escalator Provision**

22 If five percent (5%) or more members of the Settlement Class timely submit Opt Out requests,
23 Defendant shall have the right (but not the obligation) to void this Settlement Agreement, in which case
24 this Stipulation will not have any force and/or effect. Class Counsel and Plaintiff agree not to oppose
25 any application by Defendant and/or its Counsel that is consistent with this paragraph. The Parties and
26 their counsel agree not to take any action to encourage any Class Members to opt out of and/or object
27 to the Settlement Agreement.
28

1 If the Settlement is voided, no payment will be made by Defendant to Plaintiff, any Class Member, or
2 Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their own costs,
3 fees, and expenses associated with the Litigation.

4 In the event that the total number of weeks worked between January 27, 2017 and December 9, 2021
5 is 10% more than the 3,385 figure provided by Defendant, then the GSA shall be increased
6 proportionately for each additional week worked over 3,724.

7 **8.2. STAY ON APPEAL**

8 If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to the
9 Effective Date, administration of the Settlement shall be immediately stayed pending final resolution
10 of the appeal process.

11 In the event of a timely appeal from the approval of the Class Settlement and judgment prior to the
12 Effective Date, the judgment and administration of the Settlement shall be immediately stayed pending
13 final resolution of the appeal process.

14 **9. MOTIONS FOR COURT APPROVAL**

15 **9.1. PRELIMINARY APPROVAL**

16 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this
17 Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
18 Settlement, and shall apply to the Court for the entry of an order substantially in the following form:

- 19 a) Scheduling a fairness hearing on the question of whether the proposed Settlement – including
20 payment of attorneys' fees, attorneys' costs, appointment of the Class Representative and the amount
21 of his enhancement award, and the method of determining Individual Settlement Amounts to be paid
22 to Class Participants, should be finally approved as fair, reasonable, and adequate as to the Class;
- 23 b) Approving as to form and content the proposed Class Notice and Share Form (attached as
24 Exhibit 1 and Exhibit 2, respectively);
- 25 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant to the
26 terms specified herein;
- 27 d) Preliminarily approving the Settlement, subject only to the objections of Class Members and
28 final review by the Court; and

1 e) Enjoining the Class Representative and all Class Members from filing or prosecuting any
2 claims, suits, or administrative proceedings (including filing claims with the California Division of
3 Labor Standards Enforcement) regarding claims released by the Settlement unless such individuals
4 have submitted valid Requests for Exclusion to the Administrator.

5 Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a
6 timely fashion. While Defendant can reserve their right to object to facts or assertions made in the
7 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for
8 preliminary approval or join in the motion.

9 To the extent the Court does not approve this Stipulation, or any term contained herein, and instead
10 allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the
11 Stipulation in accordance with the Court's direction, and to retain all other terms of the Stipulation that
12 the Court approves.

13 **9.2. FINAL APPROVAL**

14 Class Counsel shall timely prepare Final Settlement Papers in conformance with the terms of this
15 Stipulation, including: (1) motion for final approval of the Settlement and award of attorneys' fees and
16 costs and enhancement award (2) the [Proposed] Final Settlement Order; and (3) any other documents,
17 petitions, or motions required to effectuate this Settlement – including, but not limited to, any additional
18 proposed orders requested by the Court. Class Counsel shall provide copies of such documents to
19 Defendant's counsel at least three (3) days before filing for comment, though Class Counsel is not
20 required to obtain Defendant's approval before filing.

21 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and
22 Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the Settlement
23 Class (for settlement purposes only) and approving the Class Settlement as being fair, reasonable, and
24 adequate to the Class Participants within the meaning of California Rules of Court, Rule 3.769,
25 subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent with the
26 terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court. Class
27 Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be
28 required for the Court's determination.

1 **10. RELEASES AND WAIVERS**

2 **10.1. RELEASE OF CLAIMS BY PLAINTIFF AND SETTLEMENT CLASS**

3 Upon the date Defendant funds the Gross Settlement Amount, Plaintiff and the Releasing Parties shall
4 be deemed to each release the Released Parties, and each of them, of and from any and all Released
5 Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully,
6 finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing
7 Parties, including each Class Participant, will be bound by the release of Released Claims as a result
8 of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.
9 Class Participants will be deemed to have acknowledged and agreed that their claims for wages and/or
10 penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment
11 of all sums allegedly due to them. Class Participants will be deemed to have acknowledged and agreed
12 that California Labor Code section 206.5 is not applicable to the Individual Settlement Amount. That
13 section provides in pertinent part as follows:

14 “An employer shall not require the execution of a release of a claim or right on account
15 of wages due, or to become due, or made as an advance on wages to be earned, unless
16 payment of those wages has been made.”
17

18 **10.2. GENERAL RELEASE OF CLAIMS BY NAMED PLAINTIFF**

19 In addition to the release set forth in Paragraph 10.1 above, Plaintiff, on behalf of himself and his
20 dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents,
21 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
22 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
23 capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released
24 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
25 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and
26 expenses (including attorney fees and costs), known or unknown, at law or in equity, which he may
27 now have or may have after the signing of this Settlement Agreement, arising out of or in any way
28 connected with his employment with Defendant including, the Released Claims, claims that were

1 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or
2 matters between the Parties occurring prior to the date this Settlement Agreement is fully executed.
3 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any
4 and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of
5 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in
6 Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement
7 Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the
8 Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966;
9 (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the
10 California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any
11 and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any
12 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any
13 other claims based on theories of wrongful or constructive discharge, breach of contract or implied
14 contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress,
15 negligent infliction of emotional distress, or damages under any other federal, state, or local statutes,
16 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated,
17 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,
18 tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney
19 fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant
20 and the Released Parties from any and all claims for attorney fees and costs arising out of the matters
21 released in this Settlement Agreement.

22 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California
23 Civil Code section 1542, which provides as follows:

24 “A general release does not extend to claims that the creditor or releasing party does not
25 know or suspect to exist in his or her favor at the time of executing the release and that,
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27
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1 if known by him or her, would have materially affected his or her settlement with the
2 debtor or released party.”

3 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes
4 all rights and benefits he may have under section 1542 as well as any other statutes or common law
5 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those
6 which he now knows or believes to be true with respect to the subject matter of all the claims referenced
7 herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally, and
8 forever settle and release any and all claims against the Released Parties, known or unknown, suspected
9 or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any
10 theory of law or equity without regard to the subsequent discovery of existence of such different or
11 additional facts. Plaintiff’s general release shall extend up to the Final Order and Judgment. Plaintiff
12 represents and acknowledges that as of the date of execution of this Agreement he is over 40 years of
13 age.

14 **10.3. CIRCULAR 230 DISCLAIMER**

15 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging Party”; and
16 each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges
17 and agrees that (1) no provision of this Settlement Agreement, and no written communication or
18 disclosure between or among the parties or their attorneys and other advisers, is or was intended to be,
19 nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax
20 advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10);
21 (2) the Acknowledging Party (a) has relied exclusively upon him or her own independent legal and tax
22 advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not
23 entered into this Settlement Agreement based upon the recommendation of any other party or any
24 attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or
25 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
26 on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
27 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless
28

1 of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax
2 treatment or tax structure of any transaction, including any transaction contemplated by this Settlement
3 Agreement.

4 **11. DUTIES OF THE PARTIES**

5 **11.1. MUTUAL FULL COOPERATION**

6 The Parties agree to cooperate fully with one another to accomplish and implement the terms of this
7 Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such other
8 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
9 this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated
10 by this Settlement Agreement and any other efforts that may become necessary by court order or
11 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable
12 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and
13 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of
14 this Settlement Agreement.

15 **11.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

16 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support
17 the Class Settlement fully and to use their best efforts to defend this Class Settlement from any legal
18 challenge, whether by appeal or collateral attack.

19 **12. MISCELLANEOUS PROVISIONS**

20 **12.1. ENFORCEMENT**

21 Notwithstanding anything else contained herein, this Settlement Agreement shall be enforceable under
22 California Code of Civil Procedure section 664.6 and admissible under California Evidence Code
23 section 1123, subdivision (a), and the Federal Rules of Evidence.

24 **12.2. DIFFERENT FACTS**

25 The Parties acknowledge that, except for matters expressly represented herein, the facts in relation to
26 the dispute and all claims released by the terms of this Settlement Agreement may turn out to be
27 different from the facts now known by each Party and/or its counsel, or believed by such Party or
28 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or

1 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective
2 and binding despite such difference.

3 **12.3. NO PRIOR ASSIGNMENTS**

4 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
5 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
6 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
7 except as set forth herein. Plaintiff shall hold Defendant harmless from and against any and all liability
8 and claims arising out of any such sale, assignment, transfer, subrogation, or other disposition.

9 **12.4. NON-ADMISSION**

10 Nothing contained herein is to be construed or deemed to be an admission of liability or wrongdoing
11 by Defendant. This Stipulation and the attached exhibits are settlement documents, and, pursuant to
12 California Evidence Code section 1152, these documents shall be inadmissible in any proceeding
13 except in an action or proceeding to approve, interpret, or enforce this Stipulation.

14 **12.5. NON-EVIDENTIARY USE**

15 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting
16 of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any individual
17 who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their respective
18 counsel, in the Action, except as is reasonably necessary to effectuate the Settlement Agreement's
19 purpose and terms. This Settlement Agreement may, however, be used by Defendant and the Released
20 Parties to prove or defend against any claim released herein by any Class Member in any judicial,
21 quasi-judicial, administrative, or governmental proceeding.

22 **12.6. MEDIA OR PRESS**

23 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the Parties to
24 this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the Class
25 Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and all
26 matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
27 obtained during the course of the Action, shall not be discussed with, publicized, or presented to the
28 media or press. The Parties and their counsel shall not issue press releases, communicate with, or

1 respond to any media or publication entities, publish information in manner or form, whether printed
2 or electronic, on any medium or otherwise communicate, whether by print, video, recording or any
3 other medium, with any person or entity concerning the Settlement Agreement, including the fact of
4 the Settlement Agreement, its terms or contents and the negotiations underlying the Settlement
5 Agreement, except as shall be contractually required to effectuate the terms of the Settlement
6 Agreement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
7 counsel in other actions, Class Counsel may disclose a brief description of the case, without providing
8 identifying information of any Party, and the fact of settlement. In response to any inquiries, including
9 those from media outlets, concerning the settlement, the Parties and their respective counsel agree that
10 they shall simply respond by stating, “the matter has resolved.”

11 **12.7. NON-RETALIATION**

12 Defendant understands and acknowledge that they have a legal obligation to not retaliate against any
13 Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
14 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
15 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
16 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
17 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
18 indirectly, to Opt Out of the Class Settlement.

19 **12.8. CONSTRUCTION**

20 The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy,
21 intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement
22 Agreement is not to be construed in favor of or against any party by reason of the extent to which any
23 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this
24 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
25 next business day.

1 **12.9. GOVERNING LAW**

2 This Settlement Agreement is intended to and shall be governed by the laws of the State of California,
3 without regard to conflict of law principles, in all respects, including execution, interpretation,
4 performance, and enforcement.

5 **12.10. NOTICES**

6 Except for Class Member notices required to be made by the Settlement Administrator, all notices or
7 other communications required or permitted under this Settlement Agreement shall be in writing and
8 shall be sufficiently given if delivered in person to the Party or their counsel by U.S. certified mail,
9 postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the Party appearing
10 in this Settlement Agreement.

11 **12.11. CAPTIONS AND INTERPRETATIONS**

12 Section titles or captions contained herein are inserted as a matter of convenience and for reference
13 only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any
14 provision thereof.

15 **12.12. MODIFICATION**

16 This Settlement Agreement may not be changed, altered, or modified, except in writing signed by the
17 Parties. This Settlement Agreement may not be discharged except by performance in accordance with
18 its terms or by a writing signed by the Parties.

19 **12.13. INTEGRATION CLAUSE**

20 This Settlement Agreement contains the entire agreement between the Parties relating to the Class
21 Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous
22 agreements, understandings, representations, and statements, whether oral or written, and whether by
23 a party or such party's legal counsel, are upon full execution of this agreement hereby superseded. No
24 rights under this Settlement Agreement may be waived except in writing as provided above.

25 **12.14. SUCCESSORS AND ASSIGNS**

26 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class
27 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,
28 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,

1 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
2 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
3 successors, and assigns.

4 **12.15. CORPORATE SIGNATORIES**

5 Any person executing this Settlement Agreement or any such related document on behalf of a corporate
6 signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties
7 hereto, that such person has been duly authorized by such corporation or partnership to execute this
8 Settlement Agreement or any such related document.

9 **12.16. EXECUTION IN COUNTERPARTS**

10 This Settlement Agreement shall become effective upon its execution by all of the undersigned. The
11 Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall
12 have the same force and effect as if all Settling Parties had signed the same instrument.

13 **12.17. ATTORNEY FEES, COSTS, AND EXPENSES**

14 Except as otherwise specifically provided for herein, each party shall bear his or its own attorney fees,
15 costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not
16 seek reimbursement thereof from any other Party to this Settlement Agreement.

17 **12.18. ACTION TO ENFORCE AGREEMENT**

18 In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other
19 proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare
20 rights or obligations under this Stipulation, the prevailing party shall be entitled to recover his or its
21 attorney fees and costs incurred in connection with any such enforcement proceedings.

22 **12.19 JURISDICTION OF THE COURT**

23 The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
24 of the terms of this Stipulation and all orders and judgments entered in connection therewith.

25 **12.20 EXHIBITS INCORPORATED BY REFERENCE**

26 The terms of this Stipulation include the terms set forth in any attached Exhibit, which are incorporated
27 by this reference as though fully set forth herein. Any Exhibit to this Stipulation is an integral part of
28 the Settlement.

1 12.21 INTERIM STAY OF PROCEEDINGS

2 The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to
3 implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties
4 further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective
5 Date or the date upon which this Settlement has been denied by the Court and all subsequent attempts
6 to cure deficiencies have ended.

7 12.22 BINDING AGREEMENT

8 The Parties intend that this Settlement shall be fully enforceable and binding on all Parties, and that it
9 shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
10 any mediation confidentiality provisions that otherwise might apply under federal or state law.

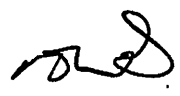
11 **13. EXECUTION**

12 The Parties and their counsel have executed this Settlement Agreement on the date below their
13 signatures or the signature of their representatives. The date of this Settlement Agreement shall be the
14 date of the latest signature.

15 **APPROVAL AND EXECUTION BY PARTIES**

16 **CLASS REPRESENTATIVES:**

17 Dated: 02 / 11 / 2022
18 _____



Richard Thomas
Plaintiff and Class Representative

20 **DEFENDANT:**

21 **DELTA TECH SERVICES, INC.**

22 Dated 2/16/22
23 _____

24 By: 

Curtis Johnson
25 Its: President
26 _____

27 **ACKERMANN & TILAJEF, P.C.**

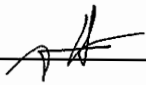
28 Dated 02 / 10 / 2022

By: 

Craig J. Ackermann
Attorneys for Plaintiff

1
2 Dated 02 / 10 / 2022

EMPLOYEE RIGHTS LAW GROUP, APC

3 By: 
4 Amir Seyedfarshi
5 Attorneys for Plaintiff

6
7 Dated 2/16/2022

O'HAGAN MEYER

8 By: 
9 Samantha Squillante
10 Attorneys for Defendant
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