

1 WORKMAN LAW FIRM, PC
2 Robin G. Workman (Bar #145810)
3 robin@workmanlawpc.com
4 2325 3rd Street, Suite 329
5 San Francisco, CA 94107
6 Telephone: (415) 782-3660
7 Facsimile: (415) 788-1028

8 WAGSTAFFE, VON LOEWENFELDT,
9 BUSCH & RADWICK, LLP
10 James M. Wagstaffe (Bar #95535)
11 wagstaffe@wvbrlaw.com
12 100 Pine Street, Suite 725
13 San Francisco, CA 94111
14 Telephone: (415) 357-8900
15 Facsimile: (415) 357-8910

16 *Attorneys for Plaintiffs, Brady Santos on*
17 *behalf of himself and all others similarly situated*

18 (See additional counsel below)

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ALAMEDA COUNTY

BRADY SANTOS, on behalf of himself and all
others similarly situated,

Plaintiffs,

vs.

WORLD PAC, INC., and Does 1 through 50,
inclusive,

Defendant.

Case No.: RG21089090

**CLASS ACTION SETTLEMENT
AGREEMENT**

Additional Counsel:

1 BRADLEY/GROMBACHKR, LLP

2 Marcus J. Bradley, Esq. (SBN 174156)

3 Kiley L. Grombacher, Esq. (SBN 245960)

4 Lirit A. King, Esq. (SBN 252521)

5 31365 Oak Crest Drive, Suite 240

6 Westlake Village, California 91361

7 Telephone: (805) 270-7100

8 Facsimile: (805) 270-7589

9 mbradleylbradleygrombacher.com

10 kgrombacher@bradleygrombacher.com

11 lking@bradleygrombacher.com

12 LAW OFFICES OF SAHAG MAJARIAN II

13 Sahag Majarian II, Esq. (SBN 146621)

14 18250 Ventura Boulevard

15 Tarzana, California 91356

16 Telephone: (818) 609-0807

17 Facsimile: (818) 609-0892

18 sahabi@aol.com

19 Attorneys for Plaintiffs Erick Fields,

20 on their own behalf and on behalf of all others similarly situated

21 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

22 Norman B. Blumenthal (State Bar #068687)

23 Kyle R. Nordrehaug (State Bar #205975)

24 Aparajit Bhowmik (State Bar #248066)

25 Nicholas J. De Blouw (State Bar #280922)

26 2255 Calle Clara

27 La Jolla, CA 92037

28 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiffs Lamont Robinson

Robert D. Vogel (CA Bar No. 63091)

JACKSON LEWIS P.C.

215 South State Street, Suite 760

Salt Lake City, Utah 84111-2368

Telephone: (801) 736-3199

Facsimile: (385) 419-3568

E-mail: Robert.Vogel@jacksonlewis.com

Attorneys for Defendants WORLDPAK, INC., a Delaware corporation, ADVANCE AUTO PARTS, INC., ADVANCE STORES COMPANY, INC.

1. This Class Action Settlement Agreement (“Settlement” or “Agreement”) is made by and between Plaintiffs BRADY SANTOS, ERICK FIELDS and LAMONT ROBINSON (“Plaintiffs” or “Class Representatives”) and Defendants WORLDPAAC, INC., a Delaware corporation, ADVANCE AUTO PARTS, INC., ADVANCE STORES COMPANY, INC., (“Defendants”) (collectively the “Parties”) with regard to the lawsuits filed by Plaintiffs against Defendants which are now pending in the Alameda, Placer, and Orange County Superior Courts and styled *Brady Santos v. WorldPac, Inc., Alameda County Superior Court Case No. RG21089090* (“The Santos Action”); *Erick Fields v. WorldPac, Inc., a Delaware corporation, Advance Auto Parts, Inc., Advance Stores Company, Inc., Orange County Case No. 30-2021-01181825-CU-OE-CXC* (“The Fields Action”); *Lamont Robinson v. WorldPac, Inc., Placer County Superior Court Case No. S-CV-0046456*; and, *Lamont Robinson v. WorldPac, Inc., Placer County Superior Court Case No. S-CV-0046547* (collectively “The Robinson Actions”). The Santos Action, The Fields Action and The Robinson Actions are collectively referred to herein as the Civil Actions.

THE SETTLEMENT

2. Subject to the Court’s approval, Plaintiffs and Defendants (the “Parties”) agree to settle the Civil Actions upon the terms and conditions and for the consideration set forth in this Agreement. This Agreement and the promises and obligations set forth herein are intended to effectuate a final resolution of the Civil Actions in their entirety and without limitation. Upon final approval by the Court of this Settlement, Judgment in the Santos Action shall be promptly entered with respect to the claims released by this Agreement, subject to the Court’s ongoing jurisdiction to ensure the Parties’ compliance with the Agreement and the Court’s orders with respect to the Agreement. Upon Judgment in the Santos Action, Plaintiff in the Fields Action will seek immediate dismissal of the Fields Action without prejudice and Plaintiff in the Robinson Actions will seek immediate dismissal of the Robinson Actions without prejudice.

3. A summary of the terms of the Agreement is as follows:

- Defendants shall pay the gross settlement amount of Two Million Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00), referred to herein as the “Gross Settlement Amount,” which shall be inclusive of all Settlement Payments to individual Class Members, all attorneys’ fees and litigation expenses (including court costs) to be paid to Class Counsel, any Class Representatives Enhancement Award, any settlement administration costs and expenses, and, the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendants and without the need for Class Members to submit a claim form. In no event shall Defendants be required to pay more than the Gross Settlement Amount, except for the employer’s portion of any payroll taxes due on the Settlement Payments made pursuant to this Agreement. The employer’s portion of any required payroll taxes will be paid separately by Defendants and not from the Gross Settlement Amount and shall be the sole responsibility of Defendants.
- The Agreement shall be administered on an opt-out basis. This means that unless a Class Member submits a valid and timely Request for Exclusion from the Settlement, as described herein, the Class Member will be bound by the terms of this Agreement, including the release of claims, as set forth herein. If Class Members opt out of the Settlement, the opt out only impacts Class Members’ individual claims, it does not impact the PAGA Payment, and Class Members will be deemed to have released claims under the PAGA.
- The Agreement shall apply to all individuals who are or previously were employed by WorldPac, Inc. and who were classified as non-

1 exempt employees in the state of California, and those classified as
2 Outbound Sales Representatives I and II in the state of California,
3 during the period January 29, 2017 to December 9, 2021,
4 collectively referred to as “Class Members”, to be identified by
5 Defendant. All Participating Class Members shall receive
6 Settlement Payments in accordance with the terms of this
7 Agreement.

- 8 • The Settlement Administrator shall be RG2 Claims Administration,
9 LLC (“RG2”). From the Gross Settlement Amount, settlement
10 administration fees and costs in a reasonable amount not to exceed
11 Nineteen Thousand Dollars and No Cents (\$19,000.00) shall be paid
12 to the Settlement Administrator. If the actual cost of settlement
13 administration is less than this amount, the excess funds shall be
14 added to the Net Settlement Amount for distribution to Participating
15 Class Members.
- 16 • From the Gross Settlement Amount, the Class Representatives may
17 seek from the Court an Enhancement Award of Fifteen Thousand
18 Dollars and No Cents (\$15,000.00) for Plaintiff Santos; Five
19 Thousand Dollars and No Cents (\$5,000) for Plaintiff Robinson;
20 and, Five Thousand Dollars and No Cents (\$5,000) for Plaintiff
21 Fields, which Defendants shall not oppose.
- 22 • Class Counsel may seek attorneys’ fees up to Nine Hundred Seven
23 Thousand Five Hundred Dollars and No Cents (\$907,500.00), which
24 is Thirty-Three Percent (33%) of the Gross Settlement Amount, as
25 well as litigation costs not to exceed Twenty-One Thousand Dollars
26 and No Cents (\$21,000.00), both of which shall be deducted from
27
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the Gross Settlement Amount, and neither of which shall be opposed
by Defendant.

DEFINITIONS

4. Unless otherwise defined herein, the terms within quotation marks below shall have
the following meanings when used in this Agreement:

5. "Class Counsel" means:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal

Kyle R. Nordrehaug

Aparajit Bhowmik

Nicholas J. De Blouw

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Robin G. Workman

WORKMAN LAW FIRM, PC

2325 3rd Street, Suite 329

San Francisco, CA 94107

Telephone: (415) 782-3660

Facsimile: (415) 788-1028

WAGSTAFFE, VON LOEWENFELDT,

BUSCH & RADWICK, LLP

James M. Wagstaffe

100 Pine Street, Suite 725

San Francisco, CA 94111

Telephone: (415) 357-8900

Facsimile: (415) 357-8910

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq.

Kiley L. Grombacher, Esq.

Lirit A. King, Esq.

31365 Oak Crest Drive, Suite 240

Westlake Village, California 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II, Esq.

18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

6. "Class" or "Class Members" means the all individuals who are or previously were employed by WorldPac, Inc. and who were classified as non-exempt employees in the state of California, and those classified as Outbound Sales Representatives I & II in the state of California, during the Class Period.

7. "Class Period" means January 29, 2017, through December 9, 2021.

8. "Class Representatives" mean Brady Santos, Erick Fields, and Lamont Robinson.

9. "Amended Complaint" means the First Amended Complaint which is proposed to be filed in the Santos Action as part of the Court's preliminary approval of this Settlement, which adds Fields and Robinson as named plaintiffs and combines the causes of action pled in the Santos Action, the Fields Action, and the Robinson Actions, filed in the Superior Court of the State of California, County of Alameda in Consolidated Case No. _____ on _____, consolidating the Actions.

10. "Aggrieved Employees" means as all non-exempt employees, and those classified as Outbound sales Representatives I & II, who were employed in California during the time period January 29, 2019 to December 9, 2021 (the "PAGA Period").

11. "Court" means the Superior Court of the State of California, County of Alameda.

12. "Defendants" mean WORLD PAC, INC., a Delaware corporation, ADVANCE AUTO PARTS, INC., ADVANCE STORES COMPANY, INC.

13. "Defense Counsel" means:

Robert D. Vogel (CA Bar No. 63091)
JACKSON LEWIS P.C.
215 South State Street, Suite 760
Salt Lake City, Utah 84111-2368
Telephone: (801) 736-3199
Facsimile: (385) 419-3568

1 14. “Effective Date” means that date on which the settlement embodied in this
2 Settlement Agreement shall become effective after all of the following events have occurred: (i)
3 Final Approval of the Settlement is granted by the Court; and, (ii) the Court’s order approving the
4 Settlement becomes a Final Judgment.

5 15. “Final Judgment” means the latest of: (i) if there is an appeal of the Court’s
6 judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the
7 expiration of the time to file a petition for writ of certiorari; or, (ii) if a petition for writ of
8 certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is
9 affirmed pursuant to such petition; or (iii) if an objection to the Settlement is filed by any
10 Settlement Class Member, then the expiration date of the time for filing or noticing any appeal of
11 the judgment, which is thirty (30) calendar days from the entry of the judgment; or (iv) if no
12 objection has been filed by any Settlement Class Member, then the date that the Court grants final
13 approval of this Settlement

14 16. “Enhancement Award” means any payment to the Class Representatives for their
15 service to the Class, which is in addition to whatever payment they may otherwise be entitled to as
16 Class Members.

17 17. “Final Fairness and Approval Hearing” means the hearing to be requested by
18 Plaintiffs and conducted by the Court after the filing by Plaintiffs of an appropriate motion, and
19 following appropriate notice to Class Members giving Class Members an opportunity to opt out
20 from the Settlement and/or to object to the Settlement, at which time Plaintiffs shall request that
21 the Court finally approve the fairness, reasonableness and adequacy of the terms and conditions of
22 the Settlement, enter the Final Order and Judgment, and take other appropriate action.

23 18. “Gross Settlement Amount” means the maximum amount of Two Million Seven
24 Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00) that Defendants shall be required
25 to pay under this Agreement.

26 19. "PAGA Payment " means the \$50,000 allocated from the Gross Settlement Amount
27 for the settlement of the Released PAGA Claims.
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1 20. “Net Settlement Amount” means the amount of money remaining after Class
2 Counsels’ attorneys’ fees, litigation costs and expenses, any Enhancement Award to the Class
3 Representatives, the PAGA Payment Amount, and settlement administration costs and expenses to
4 the Settlement Administrator are all deducted from the Gross Settlement Amount. The entire Net
5 Settlement Amount will be distributed to Participating Class Members without the need for
6 Participating Class Members to submit claim forms.

7 21. “Notice of Class Settlement” means the form attached to this Agreement as Exhibit
8 A that shall be mailed to Class Members to inform them of the terms of this Agreement and their
9 rights and options related thereto.

10 22. “Opt-Out Form” or “Request for Exclusion” means the Request for Exclusion form
11 attached to this Agreement as Exhibit B that shall be mailed to Class Members along with the
12 Notice of Class Settlement, and which Class Members may complete and submit in order to be
13 excluded from the Settlement.

14 23. “Opt-Out Period” refers to the forty-five (45) day period following the date the
15 Settlement Administrator mails the Notice of Class Settlement to Class Members, and within
16 which any Class Member who wishes to be excluded from the Settlement may submit a Request
17 for Exclusion.

18 24. “Participating Class Members” means all Class Members who do not submit a
19 timely and valid Request for Exclusion to the Settlement Administrator.

20 25. “Qualifying Workweeks” means the total number of workweeks in which each
21 member of the Class was employed by Defendants in California as either a sales representative or
22 an non-exempt employee during the Class Period.

23 26. “Released Class Claims” are defined in paragraph 70 of this Agreement.

24 27. “Released Parties” means WorldPac, Inc. including its parent corporation,
25 including but not limited to Advance Auto Parts, Inc. and Advance Stores Company, Inc.,
26 affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and
27 their current and former employees, attorneys, officers, directors, and agents thereof, both
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1 individually and in their business capacities, and their employee benefit plans and programs and
2 the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually
3 and in their business capacities.

4 28. "Settlement Administrator" means RG2.

5 29. "Settlement" means the settlement as provided for in this Agreement.

6 30. "Settlement Payment" or "Settlement Payments" means the amount(s) payable
7 from the Net Settlement Amount to each Participating Class Member.

8 **BACKGROUND**

9 31. Through the Amended Complaint, which incorporates the claims asserted in the
10 Santos Action, the Fields Action, and the Robinson Actions, Plaintiffs sought damages, restitution,
11 penalties, pre- and post-judgment interest, costs, attorneys' fees and other relief on behalf of
12 themselves and all others similarly situated and/or aggrieved, and did so on the basis of
13 allegations, *inter alia*, that Defendants engaged in unlawful conduct by: (1) taking improper
14 deductions from the wages of Plaintiffs, and proposed Class Members, in violation of California
15 Labor Code section 221; (2) failing to provide Plaintiffs, and proposed Class Members, with
16 accurate itemized wage statements, in violation of California Labor Code section 226; (3) failing
17 to provide Plaintiffs, and proposed Class Members, with rest periods or provide separate
18 compensation for missed rest periods, in violation of California Labor Code sections 200-204,
19 226.7, 512 and the applicable IWC wage order; (4) failing to provide required meal periods in
20 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC wage order No. 4; (5)
21 failing to pay Plaintiffs, and proposed Class Members, regular and overtime wages for all hours
22 worked, including for all non-productive time, in violation of California Labor Code sections 201-
23 204, 510, and 1194; (6) failing to pay Plaintiffs, and proposed Class Members, all commissions
24 owed in violation of California Labor Code sections 201-204; (7) failing to pay minimum wages
25 in violation of California Labor Code §§ 1194, 1197 & 1197.1; (8) failing to provide Plaintiffs,
26 and proposed Class Members, a signed contract setting forth the contemplated method of payment
27 of commissions, or provide a signed receipt of the contract, in violation of California Labor Code
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1 section 2751; and, (9) failing to reimburse proposed Class Members for required expenses in
2 violation of California Labor Code § 2802. Plaintiffs allege that these alleged failings further
3 constitute unfair business practices, in violation of California Business and Professions Code
4 section 17200, et. seq., and violations of California Labor Code section 2698, et. seq., the Private
5 Attorneys General Act of 2004 (“the PAGA”), through which Plaintiffs, and the proposed
6 aggrieved employees seek civil penalties pursuant to Labor Code § 2699, *et seq.*, for violations of
7 Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194,
8 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040,
9 Subdivision 5(A)-(B).

10 32. Class Counsel and Defense Counsel have extensive experience in litigating wage
11 and hour class actions in California.

12 33. On September 9, 2021, Plaintiffs and Defendants engaged in mediation before
13 Mark Rudy, a highly-experienced wage and hour class action mediator. Through the assistance of
14 Mr. Rudy, the Parties reached an agreement on the key terms of a class action settlement. This
15 Agreement further memorializes the Parties’ settlement, and is made in compromise of and
16 embraces all of the Released Class Claims.

17 34. Because the settled cases are putative class actions, this Agreement must receive
18 preliminary and final approval by the Court; and because the settled cases assert claims under
19 PAGA, this Agreement must be approved by the Court. Accordingly, Plaintiffs and Defendants
20 enter into this Agreement on a conditional basis. Should the Court, or any other court taking
21 jurisdiction of this matter, decline to approve all material aspects of the Settlement or make any
22 ruling substantially altering the material terms of the Settlement, the Settlement shall be voidable
23 and unenforceable as to Plaintiffs and Defendants, at the option of any party. If this circumstance
24 occurs, any party may exercise their option to void this Settlement by giving notice, in writing, to
25 the other parties and to the Court at any time before final approval by the Court of this Settlement.
26 In the event that the Effective Date does not occur, this Agreement shall be deemed null and void
27 *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for
28

1 any purpose. Defendants denies all of Plaintiffs' and all class and/or representative claims as to
2 liability and damages. Defendants expressly reserve all rights to challenge any and all such claims
3 and allegations upon all procedural and factual grounds, including the assertion of all defenses, if
4 the Effective Date of the Settlement does not occur. Likewise, Plaintiffs expressly reserve all
5 rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this Settlement
6 in the event the Effective Date of the Settlement does not occur. If the Effective Date of the
7 Settlement does not occur, all actions will proceed in the original courts in which the actions were
8 initially filed.

9 35. Plaintiffs and Class Counsel have concluded, after taking into account the sharply
10 disputed factual and legal issues involved in the Civil Actions, the risks attending further
11 prosecution, and the substantial benefits to be received pursuant to settlement as set forth in this
12 Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the
13 Class, and is fair and reasonable.

14 36. Similarly, Defendants have concluded, after taking into account the sharply
15 disputed factual and legal issues involved in the Civil Actions, the risks and expense attending
16 further litigation, and their desire to put the controversy to rest, that settlement on the terms set
17 forth herein is in their best interests and is fair and reasonable.

18 37. This Settlement contemplates: (i) entry of an order preliminarily approving the
19 Settlement; (ii) distribution of the Notice of Class Settlement to the Class Members; and, (iii)
20 entry of a Final Order and Judgment of Settlement. The Court shall retain jurisdiction over the
21 Civil Actions and Parties for purposes of enforcing the Settlement and resolving any disputes
22 relating to the Settlement.
23

24 **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

25 **Preliminary Approval of Settlement**

26 38. In order to effectuate the settlement of this Action and for purposes of this
27 settlement only, the Parties will stipulate to request leave for Plaintiffs to file an Amended
28 Complaint in the Santos Action (attached hereto as Exhibit A), which will add Fields and

1 Robinson and as named plaintiffs and combine the claims from the Fields Action, the Robinson
2 Actions, and the Santos Action. Defendants will not be required to respond to the Amended
3 Complaint. Upon receiving permission to file the Amended Complaint in the Santos Action,
4 Plaintiffs Fields and Robinson will not prosecute their claims in the other venues. If the Court
5 does not approve this Stipulation or there is no Final Judgment, then the Fields and Robinson
6 actions will proceed in the venues in which they were initially filed and the Amended Complaint
7 in the Santos Action shall be null and void and the originally filed Complaint shall become the
8 operative complaint.

9 39. As soon as practicable, Class Counsel shall submit this Agreement to the Court for
10 its preliminary approval, and move the Court to enter a preliminary approval order. The
11 submission shall also include such admissible evidence as may be required for the Court to
12 determine that this Settlement is fair, adequate and reasonable. The submission shall also include
13 a proposed Notice of Class Settlement and Request for Exclusion in the forms attached hereto as
14 Exhibits B and C, and a proposed order granting preliminary approval of the Settlement, which
15 shall, among other things, propose a Final Fairness and Approval Hearing date.

16 **Cooperation**

17 40. The Parties agree to cooperate with each other to accomplish the terms of this
18 Settlement, including, but not limited to, the timely execution of such documents and such other
19 acts as may be reasonably necessary to implement the terms of this Settlement. Neither the Parties
20 nor any of their attorneys or agents shall solicit or encourage any Class Members to exclude
21 themselves from the Settlement or to object to the Settlement. The Parties to the Settlement shall
22 use their best efforts, including all efforts contemplated by this Agreement and any other efforts
23 that may become necessary by Court order, or otherwise, to effectuate this Settlement and the
24 terms set forth herein.

25 **Notice of Class Settlement by Mail**

26 41. The Settlement Administrator shall, within twenty (20) business days of the date of
27 preliminary approval of this Settlement, send by First-Class U.S. mail the Notice of Class
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1 Settlement to each Class Member using the most recent address available to the Settlement
2 Administrator for mail delivery. Any returned mail with a forwarding address from the U.S.
3 Postal Service shall be promptly re-mailed to the new address. The Settlement Administrator shall
4 perform a reasonable search for a new address for any returned mail without a forwarding address.

5 **Opt-Out Form**

6 42. Any Class Member seeking to be excluded from the Settlement shall submit a
7 written Request for Exclusion (aka, Opt-Out Form) in the manner described herein.

8 43. The Notice of Class Settlement will provide that Class Members who wish to
9 exclude themselves from the Settlement must mail to the Settlement Administrator a written
10 Request for Exclusion in the form attached to this Agreement as part of Exhibit C. Any Class
11 Member who submits a complete, signed and timely Request for Exclusion shall be barred from
12 participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive
13 no benefit from this Settlement. Except as otherwise ordered by the Court, any untimely or
14 incomplete Request for Exclusion shall be considered null and void. The Settlement
15 Administrator shall notify Class Counsel and Defense Counsel of the number of timely opt outs
16 within seven (7) days after the close of the Opt-Out Period. If Class Members opt out of the
17 Settlement, the opt out only impacts Class Members' individual claims, it does not impact the
18 PAGA Payment, and Class Members shall receive their individual shares of the PAGA Payment
19 Amount regardless of whether Class Members opt out of the remainder of the Settlement
20 Agreement.

21 44. If more than Five Percent (5%) of the members of the Class timely opt out of the
22 Settlement in the manner described herein, then Defendants shall have the right in Defendants'
23 sole discretion to rescind and void this Settlement by giving written notice to Class Counsel within
24 seven (7) business days after the end of the Opt-Out Period.

25 **Declaration of Compliance**

26 45. As soon as practicable, but no later than ten (10) calendar days following the close
27 of the Opt-Out Period, the Settlement Administrator shall provide Class Counsel and Defense
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1 Counsel with a declaration attesting to completion of the notice process set forth in this
2 Agreement, the number and names of any opt outs, and a summary of any disputes raised by any
3 Class Members. This declaration shall be filed with the Court by Class Counsel along with a
4 motion requesting final approval of the Settlement.

5 **Sufficient Notice**

6 46. The Parties agree that compliance with the procedures described in this Agreement
7 constitutes due and sufficient notice to Class Members of this Settlement and the Final Fairness
8 and Approval Hearing, and satisfies the requirements of due process, and that nothing else shall be
9 required of Plaintiffs, Class Counsel, Defendants, Defense Counsel, or the Settlement
10 Administrator to provide notice to Class Members of the Settlement and the Final Fairness and
11 Approval Hearing.

12 **Objections to Settlement**

13 47. Any Class Member wishing to object to this Settlement shall inform the Settlement
14 Administrator in writing of their intent to object by following the procedure set forth in the Notice
15 of Class Settlement no later than forty-five (45) days after the mailing of the Notice of Class
16 Settlement.

17 48. Any Class Member who fails to file a timely written objection shall be foreclosed
18 from objecting to this Settlement, unless otherwise ordered by the Court.

19 49. Class Counsel and Defense Counsel shall file any responses to any written
20 objections submitted to the Court in accordance with this Agreement at least seven (7) days before
21 the Final Fairness and Approval Hearing.

22 **If Class Members opt out of the Settlement, the opt out only impacts Class**
23 **Members' individual claims, it does not impact the PAGA Payment Amount.**

24 **Final Fairness and Approval Hearing**

25 50. On the date set forth by the Court for the Final Fairness and Approval Hearing in
26 the Order granting preliminary approval of the Settlement, a Final Fairness and Approval Hearing
27 shall be held before the Court in order to consider and determine: (i) whether the Court should
28

1 give this Settlement final approval; (ii) whether the Court should approve Class Counsels'
2 application for attorneys' fees, costs and expenses, and any Enhancement Award to Plaintiffs; and,
3 (iii) to address any concerns of the Court. At the Final Fairness and Approval Hearing, Plaintiffs,
4 Class Counsel, Defendants, and Defense Counsel shall ask the Court to give final approval to this
5 Settlement.

6 **Settlement Payment Procedures**

7 51. Participating Class Members shall be paid exclusively from the Net Settlement
8 Amount.

9 52. Plaintiffs and Defendants recognize and agree that the claims asserted in the Civil
10 Actions are extremely difficult to quantify with any certainty for any given year, or at all, and are
11 subject to a myriad of differing calculations and formulas. Plaintiffs and Defendants agree that the
12 formula for apportioning and calculating Settlement Payments to Participating Class Members
13 provided herein is reasonable, and that the Settlement Payments as so apportioned and calculated
14 will provide for a fair settlement despite the uncertainties as to the amounts alleged to be owed to
15 individual Participating Class Members and the calculation of those amounts.

16 53. Within sixty-five (65) days after the Effective Date, Defendants shall make a one-
17 time deposit of the Gross Settlement Amount, \$2,750,000.00, into a Qualified Settlement Fund to
18 be established by the Settlement Administrator. The Gross Settlement Amount shall be used to
19 pay:
20

21 Individual Settlement Payments to Participating Class Members;

22 Class Representative Enhancement Payments;

23 Settlement Administration Costs;

24 PAGA Payment;

25 Class Counsel's Fee Award; and,

26 Class Counsel's Costs Award.

27 54. The Net Settlement Amount is projected to be no less than \$1,750,000. The Net
28 Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class

1 Members from the Settlement Class in accordance with the terms of this Agreement. The
2 Settlement Administrator will allocate the Individual Settlement Payments to the Participating
3 Class Members in accordance with each Participating Class Member's pro rata share of
4 workweeks during the period applicable to the relevant subclass, i.e., Outbound sales
5 Representatives I & II and non-exempt employees. Participating Class Members are entitled to
6 100% of the Net Settlement Amount. 60% of the Net Settlement Amount will be allocated to
7 participating members of the Outbound sales Representatives I & II subclass, and 40% of the
8 Net Settlement Amount will be allocated to participating members of the non-exempt worker's
9 subclass. Defendants maintain no reversionary right to any portion of the Net Settlement
10 Amount. The amount that a Participating Class Member may receive from the Net Settlement
11 Amount shall be calculated on a pro rata basis based on the number of Qualifying Workweeks
12 that each Participating Class Member was employed by Defendants in California as either an
13 Outbound sales Representative I & II or non-exempt employee from January 29, 2017 to
14 December 9, 2021.

15 55. The Settlement Payments are payments for all Released Class Claims for the Class
16 Members. The Settlement Administrator shall be authorized to establish a Qualified Settlement
17 Fund ("QSF") pursuant to Internal Revenue Service ("IRS") rules and regulations in which the
18 Gross Settlement Amount shall be placed and from which payments required by the Settlement
19 shall be made. The Settlement Administrator will calculate the Settlement Payments and
20 allocation of those payments as to unpaid wages, expense reimbursements, penalties, and interest
21 as follows: 40% penalties; 5% expense reimbursements; 20% wages; and, 35% interest. The
22 amount of each Settlement Payment to each Participating Class Member that is allocated to
23 alleged unpaid wages shall be paid net of all applicable employee portions of employment taxes,
24 including any federal, state, and/or local tax withholding requirements and the employee share of
25 FICA taxes. The amount of each Settlement Payment to each Participating Class Member that is
26 allocated to interest, penalties or expense reimbursement, shall not be subject to those
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1 withholdings. Should a Class Member opt out of the Settlement Agreement, his or her share of the
2 PAGA Payment Amount shall solely be allocated as penalties.

3 56. The Released Parties shall not be required to provide any additional form of
4 compensation to any Participating Class Member as a result of his or her receipt of a Settlement
5 Payment. Each Participating Class Member and the Class Representatives shall be responsible for
6 remitting to state and/or federal taxing authorities any applicable taxes which may be owed on any
7 portion of any payment received pursuant to this Agreement, except as provided by this
8 Agreement.

9 57. It is expressly understood and agreed that the receipt of a Settlement Payment shall
10 not entitle any Class Member to additional compensation or benefits under any company bonus,
11 contest or other compensation or benefit plan or agreement, nor shall it entitle any Class Member
12 to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits. The
13 Parties agree that any Settlement Payments made to Participating Class Members under the terms
14 of this Agreement shall not represent any modification of previously credited length of service or
15 other eligibility criteria under any bonus plan, employee pension benefit plan or employee welfare
16 plan sponsored by any of the Released Parties, or to which any of the Released Parties are required
17 to make contributions. Further, any Settlement Payments made under this Agreement shall not be
18 considered compensation in any year for purposes of determining eligibility for, or benefit accrual
19 within, any employee pension benefit plan or employee welfare benefit plan sponsored by any of
20 the Released Parties or to which any of the Released Parties are required to make contributions. It
21 is the Parties' intent that the Settlement Payments provided for by this Agreement are the sole
22 payments to be made by Defendants to Participating Class Members, and that the Participating
23 Class Members are not entitled to any new or additional compensation or benefits as a result of
24 having received the Settlement Payments, notwithstanding any contrary terms in any agreement,
25 contract, benefit or compensation plan document that might have been in effect during the Class
26 Period or PAGA Period.
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58. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies actually are received by the Participating Class Members. It is the intent of the Parties that Individual Settlement Awards provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Participating Class Members in connection with this Settlement. Furthermore, the receipt of Individual Settlement Awards by Participating Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Participating Class Member(s) and Defendant.

59. Any Settlement Payment that remains uncashed after one hundred eighty (180) days of disbursement shall be void, and the Settlement Administrator shall pay the funds represented by such un-redeemed checks on a *cy pres* basis to Legal Aid Society of San Francisco – Employment Law Center, as approved by the Court. Upon completion of administration of the Settlement, the Claims Administrator shall provide written confirmation of such completion to the Court, Class Counsel, and Defendants’ Counsel.

The Settlement Administrator

60. The Settlement Administrator shall administer the Settlement, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) the Notice of Class Settlement, and receiving Requests for Exclusion from Class Members; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing the PAGA Payment, Settlement Payments, the Enhancement Award, and Class Counsels' attorneys' fees and costs; (iv) processing and validating Requests for Exclusion; (v) establishing a QSF, as defined by the Internal Revenue Code; and, (vi) calculating and remitting to the appropriate government agencies all employee payroll tax obligations arising from the Settlement, and preparing and submitting filings required by law in connection with the payments required by the Settlement.

61. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are

1 not to exceed Nineteen Thousand Dollars and No Cents (\$19,000.00). If the actual cost of
2 settlement administration is less than the not to exceed amount as approved by the Court, those
3 funds shall be added to the Net Settlement Amount for allocation to Participating Class Members.
4 All costs associated with settlement administration shall come out of the Gross Settlement
5 Amount.

6 62. Defendants shall provide the names, last known addresses, social security numbers,
7 workweeks, and PAGA pay periods in California of Class Members during the Class Period and
8 periods of employment of Aggrieved Employees during the PAGA Period (“Class Data”) to the
9 Settlement Administrator no later than ten (10) business days after the Court grants preliminary
10 approval of the Settlement. Class Data shall only be used by the Settlement Administrator for the
11 purpose of calculating Settlement Payments and notifying Class Members of the Settlement.
12 Class Data shall not be disclosed to the Class Representatives or any other Class Members without
13 the written consent of Defendants or by order of the Court. The Settlement Administrator shall
14 not disclose the Class Data to third parties, shall keep the Class Data confidential to the fullest
15 extent possible, and shall be responsible for following all privacy laws and taking appropriate
16 steps to ensure that Class Members’ personal information is safeguarded and protected from
17 improper disclosure or use. The Settlement Administrator shall run the Class Data list through the
18 National Change of Address database, and shall use the most recent address for each Class
19 Member – either from Defendants’ records or the National Change of Address database – before
20 mailing the Notice of Class Settlement. The Settlement Administrator shall also take reasonable
21 steps to locate any Class Member whose Notice of Class Settlement is thereafter returned as
22 undeliverable. The reasonable steps by the Settlement Administrator include, consistent with its
23 agreed-upon job parameters, Court orders, and fee and as agreed to with Class Counsel and
24 Defendant’s Counsel, to trace the mailing address of any Class Member for whom a Class Notice
25 Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall
26 include, at a minimum, the tracking of all undelivered mail; performing address searches for all
27 mail returned without a forwarding address using available email addresses, phone numbers, social
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1 security numbers, and credit reports; and promptly re-mailing to Class Members for whom new
2 addresses are found. Class Data shall be provided in a secure format to be determined by the
3 Settlement Administrator and Defendant. The Settlement Administrator shall establish a toll-free
4 telephone number to receive calls from Class Members.

5 **Enhancement Award**

6 63. From the Gross Settlement Amount, the Class Representatives may seek from the
7 Court an Enhancement Award of Fifteen Thousand Dollars and No Cents (\$15,000.00) for
8 Plaintiff Santos; Five Thousand Dollars and No Cents (\$5,000.00) for Plaintiff Robinson, and Five
9 Thousand Dollars and No Cents (\$5,000) for Plaintiff Fields, which Defendants shall not oppose.

10 **Payment of Class Counsel Attorneys' Fees, Costs and Expenses**

11 64. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing
12 for an award of attorneys' fees not to exceed Nine Hundred Seven Thousand Five Hundred
13 Dollars and No Cents (\$907,500.00), which is Thirty-Three Percent (33%) of the Gross Settlement
14 Amount, and an award of litigation costs not to exceed Twenty-One Thousand Dollars and No
15 Cents (\$21,000.00), both of which shall be paid out of the Gross Settlement Amount and neither of
16 which shall be opposed by Defendant. The attorneys' fees awarded by the Court shall be allocated
17 one-third (1/3) to Blumenthal Nordrehaug Bhowmik De Blouw LLP, one-third (1/3) to Workman
18 Law Firm, P.C. and Wagstaffe, Von Loewenfeldt, Busch & Radwick, LLP, and one-third (1/3) to
19 Bradley/Grombacher, LLP and Law Offices of Sahag Majarian II. Any order relating to the award
20 of attorneys' fees, costs or Class Representatives Enhancement Award, or any appeal from any
21 order relating thereto or reversal or modification thereof, will not operate to terminate or cancel
22 this Agreement. If the amount of any Enhancement Awards, attorneys' fees and/or costs awarded
23 by the Court is less than the requested amounts, the difference shall serve to increase the
24 Settlement Amount to be distributed to Participating Class Members as part of their Settlement
25 Payments. The Gross Settlement Amount shall be all-in with no reversion to Defendants.
26 Nothing in this Agreement will require Defendants to pay more than the Gross Settlement Amount
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1 under any circumstances, except that Defendants are responsible for paying the employer's share
2 of any payroll taxes owed on the Settlement Payments.

3 **PAGA Payment**

4 65. Subject to Court Approval, The PAGA Payment of \$50,000 shall be made from the
5 Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75%
6 of the payment going to the Labor and Workforce Development Agency ("LWDA"). These
7 payments will be made whether or not the Aggrieved Employees opt out of the Settlement as
8 Aggrieved Employees may not opt out of the PAGA Payment nor object to the PAGA Payment.
9 The 25% of the PAGA Payment allocated to the Aggrieved Employees will be distributed to the
10 Aggrieved Employees based on their respective pay periods worked during the PAGA Period.

11 **Taxes and Withholding and Indemnification**

12 66. The Settlement Administrator shall be responsible for ensuring that all tax
13 obligations associated with the Settlement are timely paid to the appropriate governmental taxing
14 authorities. The Settlement Administrator's responsibilities include the following:

- 15 (i) filing all federal, state and local employment tax returns, income tax
16 returns, and any other tax returns associated with the taxes;
- 17 (ii) timely and proper filing of all required federal, state and local information
18 returns (*e.g.*, 1099s, W-2s, etc.); and
- 19 (iii) completion of any other steps necessary for compliance with any tax
20 obligations applicable to Settlement Payments under federal, state and/or
21 local law.
22

23
24 67. The Settlement Administrator shall determine the amount of any tax withholding to
25 be deducted from each Participating Class Member's Settlement Payments. All such tax
26 withholdings shall be remitted by the Settlement Administrator to the proper governmental taxing
27 authorities.

28 68. The Parties and Participating Class Members acknowledge and agree that:

1 (i) No provision of this Agreement and no written communication or
2 disclosure between or among the Parties or their attorneys and other
3 advisers is or was intended to be, nor shall any such communication or
4 disclosure constitute or be construed or be relied upon as, tax advice within
5 the meaning of United State Treasury Department Circular 230 (31 CFR
6 Part 10, as amended). EACH PARTY TO THIS AGREEMENT (FOR
7 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
8 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE
9 ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
11 AGREEMENT, AND NO WRITTEN COMMUNICATION OR
12 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
13 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
14 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
15 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
16 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
17 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
18 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
19 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
20 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
21 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
22 ENTERED INTO THIS AGREEMENT BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY
24 OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
25 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
26 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
27 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
2 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
3 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S
4 OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
5 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE
6 BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
7 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
8 TRANSACTION CONTEMPLATED BY THIS AGREEMENT;

9
10 (ii) Each Party and Participating Class Member (a) has relied exclusively upon
11 their own, independent legal and tax advisers for advice (including tax
12 advice) in connection with this Agreement, (b) has not entered into this
13 Agreement based upon the recommendation of any other party or any
14 attorney or advisor to any other party, and (c) is not entitled to rely upon
15 any communication or disclosure by any attorney or adviser to any other
16 party to avoid any tax penalty that may be imposed on him or her; and

17 (iii) No attorney or adviser to any other party has imposed any limitation that
18 protects the confidentiality of any such attorney's or adviser's tax strategies
19 (regardless of whether such limitation is legally binding) upon disclosure by
20 him or her of the tax treatment or tax structure of any transaction, including
21 any transaction contemplated by this Agreement.

22 69. The Settlement Payments received by Participating Class Members shall be
23 reported by the Settlement Administrator, as required, to the state and federal taxing authorities on
24 IRS forms 1099 and W-2 or similar forms. Each Participating Class Member shall be responsible
25 for paying all applicable state, local, and federal income taxes on all amounts the Participating
26 Class Member receives pursuant to this Agreement. Each Participating Class Member is advised
27 to obtain independent tax advice in connection with this Agreement.
28

RELEASED CLAIMS

70. Upon final approval by the Court of the Settlement and as of the Effective Date, all Class Members who do not timely opt-out shall individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, fully and finally release and discharge the Released Parties, and each of them, from all Released Class Claims, defined as those claims that were pled or could have been pled based upon the factual allegations in the Amended Complaint during the Class Period, including violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. This release shall extend to all Released Class Claims accrued during the Class Period.

71. Upon final approval by the Court of the Settlement and as of the Effective Date, the Defendant shall be entitled to a release from the State of California of all PAGA claims pled or could have been pled based on the factual allegations contained in the operative complaint and PAGA letters sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees including violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

72. Release by Plaintiff Santos. Upon the Effective Date, in addition to the claims being released by all Participating Class Members, Plaintiff Santos releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff Santos has or may have against the Released Parties as of the date of execution of this Settlement Agreement ("Plaintiff Santos' Released Claims"). Plaintiff Santos' Released Claims include, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising

1 out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*,
2 and federal common law; all claims for lost wages and benefits, emotional distress, retaliation,
3 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for
4 discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C.
5 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
6 Discrimination in Employment Act, the California Fair Employment and Housing Act, the
7 California Labor Code, and the law of contract and tort. This release excludes the release of claims
8 not permitted by law.

9 Plaintiff Santos' Released Claims include all claims, whether known or unknown. Even if Plaintiff
10 Santos discovers facts in addition to or different from those that he now knows or believes to be true with
11 respect to the subject matter of Plaintiff Santos' Released Claims, those claims will remain released and
12 forever barred. To effect a full and complete general release as described above, Plaintiff Santos expressly
13 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the
14 California Civil Code or similar provisions of applicable law which are as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
17 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
18 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
19 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
20

21 Thus, notwithstanding the provisions of section 1542, and to implement a full and
22 complete release and discharge of the Released Parties, Plaintiff Santos expressly acknowledges
23 this Settlement is intended to include in its effect, without limitation, all claims Plaintiff Santos
24 does not know or suspect to exist in Plaintiff Santos' favor at the time of signing this Settlement,
25 and that this Settlement contemplates the extinguishment of any such claims. Plaintiff Santos
26 warrants that Plaintiff Santos has read this Settlement, including this waiver of California Civil
27 Code section 1542, and that Plaintiff Santos has consulted with or had the opportunity to consult
28 with counsel of Plaintiff Santos' choosing about this Settlement and specifically about the waiver

1 of section 1542, and that Plaintiff Santos understands this Settlement and the section 1542 waiver,
2 and so Plaintiff Santos freely and knowingly enter into this Settlement. Plaintiff Santos further
3 acknowledges that Plaintiff Santos later may discover facts different from or in addition to those
4 Plaintiff Santos now knows or believes to be true regarding the matters released or described in
5 this Settlement, and even so Plaintiff Santos agrees that the releases and agreements contained in
6 this Settlement shall remain effective in all respects notwithstanding any later discovery of any
7 different or additional facts. Plaintiff Santos expressly assumes any and all risk of any mistake in
8 connection with the true facts involved in the matters, disputes, or controversies released or
9 described in this Settlement or with regard to any facts now unknown to Plaintiff Santos relating
10 thereto.

11 **LIMITATIONS ON USE OF THIS SETTLEMENT**

12 **No Admission**

13
14 73. Neither the acceptance nor the performance by Defendants of the terms of this
15 Agreement nor any of the related negotiations or proceedings are or shall be claimed to be,
16 construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations
17 in the Complaint. Defendants expressly deny any wrongdoing or liability to Plaintiffs, any
18 members of the Class, or any of their other current and former employees.

19 **Non-Evidentiary Use**

20 74. Defendants deny that they have failed to comply with the law in any respect, or
21 have any liability to anyone based on the claims asserted in the Civil Actions. Plaintiffs expressly
22 acknowledge that this Agreement is entered into for the purpose of compromising highly disputed
23 claims, and that nothing herein is an admission of liability, wrongdoing, or the propriety of class
24 or representative treatment by Defendants. Neither the Agreement nor any document prepared in
25 connection with the Settlement may be admitted in any proceeding as an admission by
26 Defendants. Notwithstanding this paragraph, any and all provisions of this Agreement may be
27 admitted in evidence and used in any proceeding to enforce the terms of this Agreement, or in
28 defense of any claims released or barred by this Agreement.

1 **Class Action Certification for Settlement Purposes Only**

2 75. The Parties agree to stipulate to class action certification for purposes of the
3 Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification
4 will be void. The Parties further agree that certification for purposes of the Settlement is not an
5 admission that class action certification is proper under the standards applied to contested
6 certification motions and that this Settlement Agreement will not be admissible in this or any other
7 proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to
8 Plaintiffs or any Class Member, other than according to the Settlement's terms.

9 **Nullification**

10 76. If the Court for any reason does not approve this Settlement, this Agreement shall
11 be considered null and void and the Parties to this Agreement shall stand in the same position,
12 without prejudice, and in the same courts, as if the Agreement had been neither entered into nor
13 filed with the Court.

14 77. Invalidation of any material portion of this Agreement shall invalidate this
15 Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall
16 remain in full force and effect.

17 **No Public Comment**

18 78. The Parties and their counsel agree that they will not issue any press releases,
19 initiate any contact with the press, respond to any press inquiry, or have any communication with
20 the press about the fact, amount or terms of the Settlement. Class Counsel further agrees not to
21 use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein
22 will restrict Class Counsel from including publicly available information regarding this settlement
23 in future judicial submissions regarding Class Counsel's qualifications and experience. Further,
24 Class Counsel will not include, reference or use the Settlement for any marketing or promotional
25 purposes, or for attempting to influence business relationships at Defendants' locations, either
26 before or after the Motion for Preliminary Approval is filed.
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28

1 **MISCELLANEOUS PROVISIONS**

2 **No Inducements**

3 79. Plaintiffs and Defendants acknowledge that they are entering into this Settlement as
4 a free and voluntary act without duress or undue pressure or influence of any kind or nature
5 whatsoever, and that neither Plaintiffs nor Defendants have relied on any promises, representations
6 or warranties regarding the subject matter hereof other than as set forth in this Agreement.
7

8 **No Prior Assignment**

9 80. The Parties represent, covenant, and warrant that they have not directly or
10 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
11 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
12 released and discharged except as set forth herein.

13 **Construction**

14 81. The Parties agree that the terms and conditions of this Agreement are the result of
15 lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this
16 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
17 any Party or their or its counsel participated in the drafting of this Agreement.

18 **California Law**

19 82. All terms of this Agreement and its exhibits shall be governed and interpreted by
20 and according to the laws of the State of California, without giving effect to any conflict of law
21 principles or choice of law principles.

22 **Captions and Interpretations**

23 83. Paragraph titles or captions contained herein are inserted as a matter of convenience
24 and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or
25 any provision hereof.

26 **Incorporation of Exhibits**

27 84. All exhibits to this Agreement are incorporated by reference and are a material part
28 of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the

1 Court must be approved without material alteration from its current form in order for this
2 Agreement to be enforceable.

3 **Modification**

4 85. This Agreement may not be changed, altered, or modified, except in a writing
5 signed by the Parties and approved by the Court. This Agreement may not be discharged except
6 by performance in accordance with its terms or by a writing signed by the Parties.

7 **Reasonableness of Settlement**

8 86. Plaintiffs have represented that this is a fair, reasonable, and adequate settlement
9 and have arrived at this settlement through arm's-length negotiations, taking into account all
10 relevant factors, present and potential.

11 **Integration Clause**

12 87. This Agreement contains the entire agreement between the Parties relating to the
13 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
14 understandings, representations, and statements, whether oral or written and whether by a party or
15 such party's legal counsel, are merged herein. No rights hereunder may be waived except in
16 writing.

17 **Binding On Assigns**

18 88. This Agreement shall be binding upon and inure to the benefit of the Parties and
19 their respective heirs, trustees, executors, administrators, successors and assigns.

20 **No Prevailing Party**

21 89. No Party shall be considered a prevailing party for any purpose. Except as
22 otherwise provided for in this Agreement, each Party shall bear its or their own attorneys' fees and
23 costs.

24 **Non-Signatories to Agreement**

25 90. It is agreed that because the members of the Class are numerous, it is impossible or
26 impractical to have each member of the Class execute this Agreement. The Notice of Class
27 Settlement shall advise all Class Members of the binding nature of the Agreement, and the
28

1 Agreement shall have the same force and effect as if this Agreement were executed by each
2 member of the Class.

3 **Counterparts**

4 91. This Agreement, and any amendments hereto, may be executed in any number of
5 counterparts, each of which when executed and delivered shall be deemed to be an original, and all
6 of which taken together shall constitute but one and the same instrument. Fax, electronic, and
7 PDF signatures shall be as valid as original signatures.

8 **Plaintiffs To Be Bound and Attorney Authorization**

9 92. By signing this Agreement, Plaintiffs agree to be bound by its terms, agrees not to
10 request to be excluded from the Settlement, and agrees he has no objection to any of the terms of
11 the Agreement. Any request for exclusion from the Settlement by Plaintiffs or any objection to
12 the Settlement by Plaintiffs shall be void and of no force and effect. The Parties and their counsel
13 agree to cooperate fully with each other and to use their best efforts to effectuate the
14 implementation of the Settlement.

15 **Administration Costs if Settlement Fails**

16 93. If the Settlement is not finally approved by the Court, voided or rescinded, any
17 costs incurred by the Settlement Administrator shall be paid by the Defendants.

18 **Continuing Jurisdiction**

19 94. The Parties agree that the Court shall retain continuing jurisdiction over this case
20 under CCP Section 664.6 to ensure the continuing implementation of the provisions of this
21 settlement and that the time within which to bring this action to trial under CCP Section 583.310
22 shall be extended from the date of the signing of this agreement by all parties until the entry of the
23 final approval order and judgment or if not entered the date this agreement shall no longer be of
24 any force or effect.

25 **Final Order and Judgment**

26 95. Upon final approval of the Settlement, a Final Order and Judgment shall be entered
27 by the Court which shall, among other things:
28

- 1 (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good
2 faith and in the best interests of the Class as a whole, and order the Parties
3 to carry out the provisions of this Agreement.
- 4 (ii) Adjudge that the Participating Class Members and those Class Members
5 who have failed to opt out of the settlement are conclusively deemed to
6 have released Defendants and the Released Parties from the Released Class
7 Claims, as more specifically set forth above.
- 8 (iii) Prohibit and permanently enjoin each Participating Class Member and those
9 Class Members who have failed to opt out from pursuing in any fashion
10 against Defendants or the other Released Parties any and all of the Released
11 Class Claims.
- 12 (iv) Enter Judgment in the Action, subject to the Court's ongoing jurisdiction to
13 supervise the Parties' compliance with the terms of the Court-approved
14 settlement.
- 15 (v) Reserve continuing jurisdiction as provided herein.

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17
18 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly
19 authorized attorneys, as of the day and year herein set forth.

20 Accepted and agreed to this 9th day of March, 2022.

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24 Plaintiff Brady Santos

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26 Class Counsel
27 Robin G. Workman
28 WORKMAN LAW FIRM, PC

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Lamont Robinson

Lamont Robinson (Mar 9, 2022 08:32 PST)

Plaintiff Lamont Robinson

Plaintiff Erick Fields

Defendants WorldPac, Inc.,
Advance Auto Parts, Inc.,
Advance Stores Company, Inc.

James M. Wagstaffe

WAGSTAFFE, VON LOEWENFELDT,
RUSCH & RADWICK, LLP
James M. Wagstaffe

Norman B. Blumenthal

Class Counsel
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw

Class Counsel
BRADLEY/GROMBACHKR, LLP
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II, Esq.

Counsel For Defendant

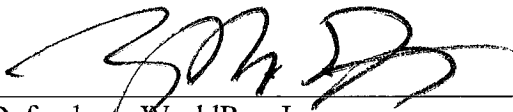
Robert D. Vogel
Adam Y. Siegel
Jessica Peterson
JACKSON LEWIS P.C.
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Plaintiff Lamont Robinson

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Plaintiff Erick Fields


Defendants WorldPac, Inc.,
Advance Auto Parts, Inc.,
Advance Stores Company, Inc.

WAGSTAFFE, VON LOEWENFELDT,
BUSCH & RADWICK, LLP
James M. Wagstaffe

Class Counsel
BLUMENTHAL NORDREHAUG
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Class Counsel
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Lirit A. King, Esq.

DocuSigned by:
Sahag Majarian
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LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II, Esq.


Counsel For Defendant

Robert D. Vogel
Adam Y. Siegel
Jessica Peterson
JACKSON LEWIS P.C.
4869-7545-0123, v. 1