

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Gary Ogaz (“Plaintiff Ogaz”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Intelligrated Services, LLC dba 415 Intelligrated Services, LLC (“Defendant”) (together with Plaintiff, the “Parties”),

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On December 16, 2020, Plaintiff Ogaz filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Ogaz v. Honeywell International, Inc., et al.*, in the Superior Court of California for the County of San Bernardino, Case No. CIVSB2028816 (“Class Action”) against Defendant. On November 6, 2020, Plaintiff Ogaz provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for alleged violations of the California Labor Code (“PAGA Notice”). On January 12, 2021, Plaintiff Ogaz commenced a separate representative PAGA action entitled *Gary Ogaz v. Honeywell International, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2100790 (“PAGA Action”).

2. On July 7, 2022, Plaintiff filed a Request for Dismissal without prejudice as to Defendant Honeywell International, Inc. in the PAGA Action, which the Court granted.

3. Defendant denies all material allegations set forth in the operative complaints in the Class Action and PAGA Action (together, “Actions”), and have asserted numerous affirmative defenses in the cases. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, the Released Class Claims, and the Released PAGA Claims.

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4. Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant's employment and operations policies, practices, and procedures.

5. On July 24, 2023, and on October 11, 2023, the Parties participated in mediation with Deborah Saxe, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the Actions.

b. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Elizabeth Parker-Fawley, and Ryan Slinger of Lawyers *for* Justice, PC, and Zack I. Domb and Devin Rauchwerger of Domb & Rauchwerger LLP.

1 c. "Class List" means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
3 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
4 Class Member's last-known full name, mailing address, telephone number, Social Security Number,
5 dates worked as a non-exempt employee of Defendant in California during the Class Period, and such
6 other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined
7 herein).

8 d. "Class Member(s)" or "Class" means all individuals who worked for Defendant as
9 non-exempt employees in California at any time between July 24, 2019, and January 11, 2024 (the "Class
10 Period").

11 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the
12 form attached as "**Exhibit A.**"

13 f. "Class Period" means the time period from July 24, 2019 through January 11,
14 2024.

15 g. "Class Representative" or "Plaintiff" means Gary Ogaz.

16 h. "Class Settlement" means the settlement and resolution of all Released Class
17 Claims.

18 i. "Court" means the Superior Court of California for the County of San Bernardino.

19 j. "Defendant" means Intelligrated Services, LLC dba 415 Intelligrated Services,
20 LLC.

21 k. "Defendant's Counsel" means Andrew J. Weissler and Michael Matta of HUSCH
22 BLACKWELL LLP.

23 l. "Effective Date" means the later of (a) the last day on which any appeal might be
24 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date
25 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
26 expiration of any time to seek reconsideration of further review.

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1 m. “Employer Taxes” means the employers’ share of taxes and contributions in
2 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
3 in addition to the Gross Settlement Amount.

4 n. “Incentive Award” means the amount to be paid to Plaintiff in recognition of their
5 efforts and work in prosecuting the Actions.

6 o. “Final Approval” means the determination by the Court that the Settlement is fair,
7 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

8 p. “Final Approval Hearing” means the hearing at which the Court will consider and
9 determine whether the Settlement should be granted Final Approval.

10 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
11 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement.

12 r. “Individual Settlement Payment” means the net payment of each Settlement Class
13 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share.

15 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
16 Amount that a Settlement Class Member may be eligible to receive for the Class Settlement.

17 t. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and No
18 Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California
19 Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement.

20 u. “Gross Settlement Amount” means the amount of Eight Hundred Thousand Dollars
21 and No Cents (\$800,000.00) to be paid by Defendant in full resolution of all Released Class Claims,
22 Released PAGA Claims, and the Actions provided for under the Class Settlement and PAGA Settlement,
23 which includes all Attorneys’ Fees and Costs to be paid to Class Counsel, Incentive Award to be paid to
24 Plaintiff, PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be
25 paid to the Settlement Class Members, and Administration Fees to be paid to the Settlement
26 Administrator. Defendant shall pay the Employer Taxes separately and in addition to the Gross
27 Settlement Amount. The Gross Settlement Amount is subject to increase, as provided in the Escalator
28 Clause.

1 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
2 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the
3 Court-approved Incentive Award, Administration Fees, PAGA Amount, and Attorneys’ Fees and Costs.

4 w. “Objection” means a Class Member’s written objection to the Class Settlement,
5 which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full
6 name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain
7 a written statement of all grounds for the objection accompanied by any legal support for such objection;
8 (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
9 submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the
10 Response Deadline.

11 x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars and No
12 Cents (\$100,000.00) from the Gross Settlement Amount for the settlement and resolution of the
13 Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$75,000.00, will be paid
14 to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$25,000.00,
15 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

16 y. “PAGA Employees” means all individuals who worked for Defendant as non-
17 exempt employees in California at any time between November 16, 2019, through January 11, 2024 (the
18 “PAGA Period”).

19 z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars
20 and No Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
21 a *pro rata* basis based on their Workweeks.

22 aa. “PAGA Period” means the time period from November 16, 2019, through January
23 11, 2024.

24 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA
25 Claims.

26 cc. “Parties” means Plaintiff and Defendant, collectively, and “Party” means any of
27 Plaintiff or Defendant.

28 dd. “Preliminary Approval” means entry of the Court order granting preliminary

1 approval of the Settlement Agreement.

2 ee. “Released Class Claims” means all causes of action and factual or legal theories
3 that were alleged in the operative complaints in the Actions or reasonably could have been alleged based
4 on the facts and legal theories contained in the operative complaints in the Actions, during the Class
5 Period.

6 ff. “Released PAGA Claims” means all causes of action and factual or legal theories
7 for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any
8 of the Released Parties that were alleged in the PAGA Notice and operative complaint in the PAGA
9 Action, during the PAGA Period.

10 gg. “Released Parties” means Intelligrated Services, LLC dba 415 Intelligrated
11 Services, LLC, and each of its current and former parents, owners, subsidiaries, divisions, and affiliated
12 or related persons or entities, and each of their respective officers, directors, employees, partners,
13 shareholders, attorneys, agents, executors, and assigns.

14 hh. “Request for Exclusion” means a Class Member’s written letter indicating a
15 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of
16 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
17 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class
18 Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement
19 Administrator at the specified address, postmarked on or before the Response Deadline.

20 ii. “Response Deadline” means the deadline by which Class Members must submit
21 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
22 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
23 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
24 extended to the next day on which the U.S. Postal Service is open. In the event that a Class Notice is
25 re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
26 (15) calendar days from the initial Response Deadline.

27 jj. “Settlement Administrator” means Phoenix Settlement Administrators, or any
28 other third-party class action settlement administrator agreed to by the Parties and approved by the Court

1 for purposes of administering this Settlement. The Parties and their counsel each represent that they do
2 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
3 Settlement Administrator that could create a conflict of interest.

4 kk. "Administration Fees" means the costs payable from the Gross Settlement
5 Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement.

6 ll. "Settlement Class Members" means all Class Members who do not submit a timely
7 and valid Request for Exclusion.

8 mm. "Workweeks" means the number of weeks each Class Member worked for
9 Defendant as a non-exempt employee in California during the Class Period, which will be calculated by
10 the Settlement Administrator.

11 nn. "Workweeks Dispute" means a Class Member's written letter disputing the pre-
12 printed information on the Class Notice as to his or her Workweeks, which must: (a) contain the case
13 name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone
14 number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member
15 disputes of the number of Workweeks credited to him or her and what he or she contends is the correct
16 number to be credited to him or her; (d) attach any documentation that he or she has to support the
17 dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address,
18 postmarked on or before the Response Deadline.

19 **CLASS CERTIFICATION**

20 1. For the purposes of this settlement only, the Parties stipulate to the certification of the
21 Class.

22 2. The Parties agree that certification for the purpose of settlement is not an admission that
23 certification is proper under California Code of Civil Procedure section 382. Should, for whatever
24 reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the
25 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
26 in connection with, the issue of whether or not certification would be inappropriate in a non-settlement
27 context.
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1 **TERMS OF AGREEMENT**

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

4 3. Amendment of the Complaint. To implement the terms of the Settlement, the Parties will
5 enter a stipulation for leave to amend the complaint in the PAGA Action. In addition, Parties may file a
6 consolidated amended complaint in the PAGA Action that will consolidate the parties and claims asserted
7 in the Actions. The Parties will execute and submit any stipulation regarding the Actions or will seek to
8 consolidate the Actions and/or obtain leave to file an amended consolidated complaint by way of the
9 motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the
10 soonest.

11 4. Funding and Disbursement of the Gross Settlement Amount. Within fifteen (15) calendar
12 days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting
13 estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a
14 Qualified Settlement Fund ("QSF") for administration of the Settlement. Within thirty (30) calendar
15 days after the Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount
16 plus an amount sufficient for Employer's Taxes into the settlement account to be established by the
17 Settlement Administrator. Within seven (7) calendar days of the funding of the Gross Settlement Amount
18 and an amount sufficient for Employer Taxes, the Settlement Administrator will issue payments due under
19 the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
20 Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the
21 LWDA; (d) Incentive Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f)
22 Administration Fees to itself (the Settlement Administrator). The Settlement Administrator will also
23 undertake filings and remittances in connection with the employee's share of taxes on the wages portion
24 of Individual Settlement Shares and the Employer Taxes that are necessary for administration of the
25 Settlement.

26 5. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
27 attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$280,000.00
28 if the Gross Settlement Amount remains \$800,000.00) and reimbursement of actual costs and expenses

1 associated with Class Counsel's litigation and settlement of the Actions, supported by declaration, in an
2 amount not to exceed Thirty-Six Thousand Dollars (\$36,000.00) both of which will be paid from the
3 Gross Settlement Amount subject to Court approval. These amounts will cover any and all work
4 performed and any and all costs incurred by Class Counsel in connection with the litigation and
5 settlement of the Actions, including without limitation all work performed and costs incurred to date,
6 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
7 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
8 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
9 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
10 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
11 utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class
12 Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall
13 not be included within the Administration Fees. Defendant and Defendant's Counsel shall not be liable
14 for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class
15 Counsel by the Settlement Administrator. Any portion of the Attorneys' Fees and Costs not awarded to
16 Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

17 6. Incentive Award. In recognition of his efforts and work in prosecuting the Actions,
18 Defendant agrees not to oppose or impede any application or motion for Incentive Award to Plaintiff in
19 the amount of up to Ten Thousand Dollars and No Cents (\$10,000.00). The Incentive Award, which will
20 be paid from the Gross Settlement Amount subject to Court approval, will be in addition to any Individual
21 Settlement Payments and Individual PAGA Payments (if applicable) that Plaintiff is eligible to receive
22 pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for
23 the Incentive Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this
24 compensation for tax purposes and for paying any taxes on the amounts received. Should the Court not
25 approve the Incentive Award to Plaintiff, or approve them in amount(s) that are less than that set forth
26 above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the
27 difference between the amount(s) approved by the Court (if any) and the amount(s) allocated toward the
28 Incentive Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

1 7. Administration Fees. The Settlement Administrator will be paid for the reasonable costs
2 of administration of the Settlement and distribution of payments under the Settlement, which is currently
3 estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000). These costs, which will be
4 paid from the Gross Settlement Amount subject to Court approval, will include, *inter alia*, printing,
5 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
6 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
7 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
8 other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties.
9 To the extent actual Administration Fees are greater than the estimated amount stated herein, such excess
10 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
11 portion of the estimated, designated, and/or awarded Administration Fees which are not in fact required
12 to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration
13 duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members. Plaintiff,
14 Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or
15 omissions in the calculation or distribution of payments or the development of the list of recipients of
16 payments provided for under the Settlement.

17 8. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
18 One Hundred Thousand Dollars and No Cents (\$100,000.00) from the Gross Settlement Amount will be
19 allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
20 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid
21 to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000.00, will be
22 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on
23 Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

24 9. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
25 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks,
26 as follows:

27 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
28 divide the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the

1 “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the
2 Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

3 b. After Final Approval of the Settlement, the Settlement Administrator will divide
4 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final
5 Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final
6 Workweek Value to yield his or her Individual Settlement Share.

7 10. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
8 and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of
9 Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA
10 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA
11 Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA
12 Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield
13 his or her Individual PAGA Payment.

14 11. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
15 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
16 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
17 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional
18 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
19 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
20 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or
21 matching benefits, or deferred compensation benefits (notwithstanding any contrary language or
22 agreement in any benefit or compensation plan document that might have been in effect during the Class
23 Period).

24 12. Notice of Proposed PAGA Settlement to LWDA.

25 a. Pursuant to California Labor Code section 2699(1)(2), Class Counsel, either on
26 their own or through the Settlement Administrator, will submit a copy of this Settlement Agreement to
27 the LWDA at the same time that it is submitted to the Court for preliminary approval.

28 b. Class Counsel will confirm in their declaration in support of the Motion for

Preliminary Approval that this Settlement Agreement has been submitted to the LWDA and that the requirements of California Labor Code section 2699(1)(2) have been satisfied.

13. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

14. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

15. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds remaining after the cancelation of checks, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.* in the names of and for the benefit of those Settlement Class Members who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash, deposit, or negotiate the payment checks originally issued to them. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA Payment checks are canceled.

16. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant’s Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is

1 prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely
2 and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an
3 Individual Settlement Payment. All PAGA Employees will be bound by the PAGA Settlement and will
4 be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

5 17. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
6 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
7 submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the
8 Response Deadline. The Objection must be signed by the Settlement Class Member and contain all
9 information required by this Settlement Agreement. The postmark date will be deemed the exclusive
10 means for determining that the Objection is timely. At no time will any of the Parties or their counsel
11 seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal
12 from the Final Approval Order and Judgment. Settlement Class Members may also present their
13 objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection. The
14 Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections
15 that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the
16 Court in advance of the Final Approval Hearing.

17 18. Reports by the Settlement Administrator Regarding Settlement Administration. The
18 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
19 certifies: (a) the number of Class Members who have submitted a Workweeks Dispute; (b) the number
20 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
21 Objections; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the
22 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
23 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
24 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
25 Settlement. The Settlement Administrator shall provide all notices to the appropriate federal and state
26 officials required under the Class Action Fairness Act not later than ten (10) days after the proposed
27 settlement of a class action is filed in Court.

28 19. Certification of Completion. Upon completion of administration of the Settlement, the

1 Settlement Administrator will provide a written declaration under oath to certify such completion to the
2 Court and counsel for all Parties.

3 20. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
4 Individual Settlement Share will be allocated as follows: thirty percent (30%) wages and seventy percent
5 (70%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
6 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
7 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
8 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
9 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
10 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
11 withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
12 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
13 and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

14 21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
17 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
18 payroll taxes, contributions, and withholdings to the appropriate government authorities. The
19 Settlement Administrator will also provide a final accounting of all payments, payroll taxes,
20 contributions, and withholdings to Defendant upon request.

21 22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
22 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
23 to them regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in
24 this Settlement Agreement, the Class Notice, or any other communication regarding the Settlement be
25 relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree
26 that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly
27 characterizing any compensation received under the Settlement on their personal income tax returns and
28 paying any and all taxes due for any and all amounts paid to them under the Settlement.

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

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

28 25. Release of Claims by Settlement Class Members and the State of California.

1 a. Class Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for
3 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,
4 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.
5 The period of this release shall extend to the limits of the Class Period. Defendant shall be entitled to a
6 release of Released Class Claims which occurred during the Class Period only during such time that the
7 Settlement Class Member was classified as non-exempt, and expressly excluding all other claims,
8 including claims for vested benefits, wrongful termination, unemployment insurance, disability, social
9 security, workers' compensation, claims while classified as exempt, and claims outside of the Class
10 Period. By virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have,
11 and by operation of the Final Approval Order and Judgment, shall have, fully, finally, and forever settled
12 and released all of the Released Class Claims.

13 b. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
14 Settlement Amount, Plaintiff and the State of California with respect to PAGA Employees will be
15 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
16 the Released Parties of all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees.
17 Defendant shall be entitled to a release of Released PAGA Claims which occurred during the PAGA
18 Period only pertaining to PAGA Employees for such time that PAGA Employees were classified as
19 non-exempt.

20 26. General Release of Claims by Plaintiff Ogaz. In addition, upon the Effective Date and full
21 funding of the Gross Settlement Amount, Plaintiff Ogaz will be deemed to have fully released and
22 discharged the Released Parties of and from all claims arising from their employment with Defendant,
23 separation of employment from Defendant, and any acts that have or could have been asserted in any legal
24 action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or
25 local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
26 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
27 Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California
28 Business and Professions Code, California Fair Employment and Housing Act, California Constitution

(all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiff Ogaz in an individual capacity, Plaintiff Ogaz acknowledges and waives any and all rights and benefits available under California Civil Code section 1542, which provides:

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

Plaintiff Ogaz understands and agrees that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiff Ogaz's intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Gross Settlement Amount. Notwithstanding the above, the general release by Plaintiff Ogaz shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly file Plaintiff's motion for preliminary approval of the Settlement and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;

1 e. Approving, as to form and content, the mutually agreed upon and proposed Class
2 Notice and directing its mailing to the Class by U.S. Mail;

3 f. Approving the manner and method for Class Members to request exclusion from
4 or object to the Class Settlement as contained herein and within the Class Notice; and

5 g. Scheduling a Final Approval Hearing at which the Court will determine whether
6 the Settlement should be finally approved as fair, reasonable, and adequate.

7 28. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
8 the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's
9 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether
10 Final Approval of the Settlement should be granted, along with the amounts properly payable for
11 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and
12 Costs, Incentive Award, and Administration Fees. By way of said motion, Plaintiff will apply for the
13 entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and
14 Judgment"), which will provide for, in substantial part, the following:

15 a. Approval of the Settlement as fair, reasonable, and adequate and directing
16 consummation of its terms and provisions;

17 b. Certification of the Settlement Class;

18 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

19 d. Approval of the application for Incentive Award to Plaintiff;

20 e. Directing Defendant to fund all amounts due under the Settlement Agreement and
21 ordered by the Court; and

22 f. Entering judgment in this Action, while maintaining continuing jurisdiction to
23 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement
24 Agreement.

25 29. Termination or Revocation of Settlement.

26 a. If five percent (5%) or more of the Class Members submit timely and valid
27 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by way of writing that
28 is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies

1 the Parties of the total number of timely and valid Requests for Exclusion received by the Response
2 Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration
3 incurred by the Settlement Administrator up until the date that Defendant give notice to the Settlement
4 Administrator that it is exercising its right to rescind the Settlement pursuant to this Paragraph.

5 30. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
6 have the following effects:

7 a. The Settlement Agreement shall be void and shall have no force or effect, and no
8 Party shall be bound by any of its terms;

9 b. In the event the Settlement Agreement is terminated, Defendant shall have no
10 obligation to make any payments to any Party, Class Member, PAGA Employee, the LWDA, or attorney,
11 except that the terminating Party shall pay the Settlement Administrator for services rendered up to the
12 date the Settlement Administrator is notified that the Settlement has been terminated;

13 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
14 any order certifying the Class, shall be vacated;

15 d. The Settlement Agreement and all negotiations, statements, and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
17 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

18 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
19 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
20 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

21 f. Any documents generated to bring the Settlement into effect, will be null and
22 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
23 treated as void from the beginning.

24 31. Escalator Clause. Defendant represents that, during the period from the start of the Class
25 Period (July 24, 2019) and the date of the mediation (October 11, 2023), the Class Members worked
26 collectively, approximately 17,500 Workweeks. If it is determined that the number of workweeks during
27 the Class Period exceeds 18,375 workweeks (17,500, plus 5% of 17,500), then Defendant may elect to
28 either (A) end the Class Period on the last day of the of the workweek during which the workweeks

1 reached 18,375, or (B) increase the Gross Settlement Amount in proportion to the increased percentage
2 – for example, if such increase in workweeks is 10% over 17,500 workweeks, the Gross Settlement
3 Amount will increase by 5%.

4 32. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
5 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
6 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
7 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
8 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

9 33. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
10 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
11 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

12 34. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases,
13 communicate with, or respond to any media or publication entities, publish information in any manner
14 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
15 video, recording or any other medium, with any person or entity concerning the Settlement, including
16 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except
17 as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries
18 received from Class Members and PAGA Employees. However, for the limited purpose of allowing
19 Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel
20 may reference the Actions for such purposes. Furthermore, Plaintiff and Class Counsel will undertake
21 any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

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

1 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
2 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
3 representations, and statements, whether oral or written and whether by a Party or such Party's legal
4 counsel, are merged herein.

5 36. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
6 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code
7 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
8 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

9 37. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
10 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
11 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
12 will not constitute a waiver of any other provision.

13 38. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
16 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
17 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
18 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
19 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
20 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
21 provisions that otherwise might apply under state or federal law.

22 39. Signatories. It is agreed that because the members of the Class are so numerous, it is
23 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
24 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
25 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
26 were executed by each Settlement Class Member.

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

1 41. California Law Governs. All terms of this Settlement Agreement and attached exhibits
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 42. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
6 signature page, will be deemed to be one and the same instrument.

7 43. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class
9 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
10 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
11 The Parties further acknowledge that they are each represented by competent counsel and that they have
12 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
13 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator
14 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
15 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
16 Settlement is objectively fair and reasonable.

17 44. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
20 valid and enforceable.

21 45. Cooperation. By signing this Settlement Agreement, Parties are hereby bound by the
22 terms herein and agree to fully cooperate to implement the Settlement.

23 46. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
24 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
25 litigation. In entering into this Settlement Agreement, Defendant do not admit, and specifically deny,
26 that they have violated any state, federal, or local law; violated any regulations or guidelines
27 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
28 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;

1 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
2 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
3 construed as an admission or concession by Defendant of any such violations or failures to comply with
4 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
5 Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in
6 any action or proceeding to establish any liability or admission on the part of Defendant or to establish
7 the existence of any condition constituting a violation of, or a non-compliance with state, federal, local,
8 or other applicable law.

9 47. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
10 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
11 provisions of this Settlement Agreement.

12 48. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
13 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
14 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
15 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
16 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

17 49. Representation by Counsel. The Parties acknowledge that they have been represented by
18 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
19 this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in
20 full.

21
22
23 To Plaintiff and Class Counsel:

24 Arby Aiwasian, Esq.
25 Joanna Ghosh, Esq.
26 Elizabeth Parker-Fawley, Esq.
27 Ryan Slinger, Esq.
28 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Andrew J. Weissler, Esq.
Michael Matta, Esq.
HUSCH BLACKWELL LLP
300 S. Grand Ave., Suite 1500
Los Angeles, CA 90071

1 Zack I. Domb, Esq.
2 Devin Rauchwerger, Esq.
3 **DOMB & RAUCHWERGER LLP**
4 1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106

6 50. All Terms Subject to Final Court Approval. All amounts and procedures described in
7 this Settlement Agreement herein will be subject to final Court approval.

8 51. Notices. All notices, demands, and other communications to be provided concerning this
9 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
10 or such other addresses as either Party may designate in writing from time to time:

11 52. Final Approval Order and Judgment. The Parties shall provide the Settlement
12 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
13 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
14 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized
15 notice of the Final Approval Order and Judgment to the Class will be required.

16 53. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
17 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
18 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
19 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
20 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
21 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
22 assistance of the Mediator and then the Court to resolve such disagreement.

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28 ///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint

1 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

2 **IT IS SO AGREED.**

4 **PLAINTIFF GARY OGAZ**

5 Dated: 03 / 18 / 2025, 2024



Gary Ogaz, Plaintiff

8 **DEFENDANT INTELLIGRATED SERVICES, LLC**
9 **D/B/A 415 INTELLIGRATED SERVICES, LLC**

10 Dated: 3/24/2025, 2024

DocuSigned by:

9F537E05B52B49C...

11 Full Name: Lindsay Hedrick, Defendant

12 **APPROVED AS TO FORM:**

14 **LAWYERS for JUSTICE, PC**

15 Dated: March 6, 2025



16 Joanna Ghosh
17 Elizabeth Parker-Fawley
18 Ryan Slinger
Attorneys for Plaintiff

19 **DOMB & RAUCHWERGER, LLP**

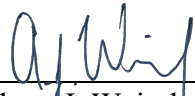
20 Dated: March 18, 2025



21 Zack I. Domb
22 Devin Rauchwerger
23 Jeffrey Jackson
Attorneys for Plaintiff

28 **HUSCH BLACKWELL LLP**

1
2 Dated: March 9, 2025



Andrew J. Weissler
Attorneys for Defendant