

1           **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2           This Class Action Settlement Agreement and Release of Claims is entered into by and  
3 between Plaintiff Rebecca Gibson, individually and on behalf of all others similarly situated,  
4 and Defendants Syblon Reid Construction, Incorporated and Syblon Reid, a California General  
5 Partnership ("Syblon Reid, a General Partnership"), and is approved by their respective counsel  
6 of record, subject to the terms and conditions hereof and the Court's approval.

7           **A. Definitions**

8           1.       "Action" or "Lawsuit" means and refers to the case entitled *Rebecca Gibson v.*  
9 *Syblon Reid Construction, Incorporated*, Sacramento County Superior Court Case No. 34-2020-  
10 00291534.

11          2.       "Settlement Agreement," "Settlement," "Agreement," or "Stipulation" shall  
12 mean this Class Action Settlement Agreement and Release of Claims, including any attached  
13 Exhibits.

14          3.       "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and  
15 Joshua Falakassa of Falakassa Law, P.C.

16          4.       "Class Data" means a complete list that Defendants will diligently and in good  
17 faith compile from their records and provide to the Settlement Administrator on one spreadsheet  
18 and shall include the Settlement Class Members' full names; last known addresses; telephone  
19 numbers; Social Security Numbers; and dates of employment and/or Workweeks Worked as  
20 non-exempt employees of Defendants, or either of Defendants, during the Class Period for each  
21 Settlement Class Member.

22          5.       "Class Period" is deemed to be the period of December 29, 2016, through  
23 August 10, 2021.

24          6.       "Class Representative" or "Plaintiff" means and refers to Rebecca Gibson.

25          7.       "Complaint" refers to the First Amended Class and PAGA Representative Action  
26 Complaint filed in the Sacramento County Superior Court action entitled *Rebecca Gibson v.*  
27 *Syblon Reid Construction, Incorporated*, Case No. 34-2020-00291534.

1           8.     “Court” means the California Superior Court, County of Sacramento, or any  
2 Court of competent jurisdiction.

3           9.     “Defendants” means and refers to Syblon Reid Construction, Incorporated and  
4 Syblon Reid, a General Partnership.

5           10.    “Defendants’ Counsel” or “Defense Counsel” means and refers to Larry  
6 Kazanjian and Michael Hopkins, both of Palmer Kazanjian Wohl Hodson LLP.

7           11.    “Effective Date” means the latest of the following dates: (i) if no Class Member  
8 objects, timely and properly intervenes, or files a motion to vacate the judgment approving the  
9 Settlement Agreement under Code of Civil Procedure § 663, then the date the Court enters an  
10 order granting Final Approval of the Settlement; (ii) if a Class Member objects, intervenes, or  
11 files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61)  
12 calendar days following the date the Court enters an order granting final approval of the  
13 Settlement, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final  
14 resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*),  
15 resulting in final judicial approval of the Settlement.

16          12.    “Final” means that the Settlement has been granted “Final Approval” by the  
17 Court and the “Effective Date” has occurred.

18          13.    “Final Approval” refers to the order of the Court granting final approval of this  
19 Settlement Agreement and entering a judgment approving this Settlement on substantially the  
20 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

21          14.    “Final Settlement Class” means, collectively, all Settlement Class Members who  
22 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

23          15.    “Individual Settlement Amount” shall have the meaning ascribed to it in  
24 Paragraph 44(d) below.

25          16.    “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph  
26 44(c) below.

27          17.    “Notice” means the notice of settlement of class action that will be sent to the  
28 Settlement Class Members.

1           18.     “Notice Response Deadline” is 45 calendar days from the date the Notice is  
2 mailed to the Settlement Class Members.

3           19.     “Objecting Settlement Class Member” means a Settlement Class Member, other  
4 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement,  
5 pursuant to Paragraph 63(a) below.

6           20.     “Participating Class Member” means any and all Settlement Class Members who  
7 are deemed to participate and receive an Individual Settlement Amount and do not opt-out by  
8 submitting timely valid Requests for Exclusion.

9           21.     “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and  
10 Defendants, collectively.

11          22.     “Workweeks Worked” for each Settlement Class Members means any workweek  
12 during the Class Period in which the Settlement Class Member was employed by Defendants, or  
13 by either of Defendants, as a non-exempt employee in California and worked at least one shift  
14 during the workweek.

15          23.     “Preliminary Approval Date” means the date the Court preliminarily approves  
16 the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

17          24.     “Preliminary Approval Order” means the judicial Order to be entered by the  
18 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement  
19 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of  
20 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a  
21 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and  
22 costs. Defendants will not object to Plaintiff’s motion for preliminary approval as long as it  
23 comports with the terms of this Agreement.

24          25.     “QSF” means the Qualified Settlement Fund set up by the Settlement  
25 Administrator for the benefit of the Final Settlement Class, and from which the settlement  
26 payments shall be made, and which is intended to be a fund that qualifies under Internal  
27 Revenue Code Sec. 468.

1           26.    “Released Claims” by the Participating Class Members upon Final Approval of  
2 the Settlement will include all claims which were pled in the operative Complaint or that could  
3 have been pled based on the facts alleged therein, including, but not limited to, claims for (1)  
4 failure pay all overtime wages, (2) failure to provide meal breaks and/or pay missed meal period  
5 premiums, (3) failure to provide rest breaks and/or pay missed rest period premiums, (4) failure  
6 to pay all wages earned and unpaid at separation of employment, (5) failure to furnish accurate  
7 itemized wage statements, (6) unfair competition, and (7) PAGA penalties based on the  
8 foregoing Labor Code violations pled in the operative Complaint or that could have been pled.

9           27.    “Released Parties” means Defendants, together with their current and former  
10 officers, directors, members, managers, shareholders, employees, agents, subsidiaries,  
11 operators, partners, successors, and assignees.

12           28.    “Release Period” shall be the time period governing the Released Claims which  
13 shall be any time from December 29, 2016, through August 10, 2021.

14           29.    “Release” shall mean the release and discharge of the Released Claims by  
15 Plaintiff and all of the Participating Class Members.

16           30.    “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 63(a)  
17 below.

18           31.    “Service Payment” or “Service Award” means the amount approved by the Court  
19 to be paid to the Class Representative in addition to her Individual Settlement Amount as a  
20 Participating Class Member.

21           32.    “Settlement Administrator” means and refers to the third-party class action  
22 settlement administrator agreed to by the Parties, that will provide the Notice to the Class  
23 Members and distribute the settlement amounts as described in this Agreement.

24           33.    “Settlement Administration Costs” means the costs payable from the Settlement  
25 Amount to the Settlement Administrator for administering this Settlement, including, but not  
26 limited to, printing, distributing, and tracking documents for this Settlement, translating the  
27 class notice into Spanish, tax reporting, unclaimed property due diligence, reporting and  
28 remittance obligations, distributing the Settlement Amount, and providing necessary reports and

1 declarations, as requested by the Parties. The Settlement Administration Costs shall be paid  
2 from the Settlement Amount.

3 34. "Settlement Amount" or "Gross Settlement Amount" shall have the meaning  
4 ascribed to it in Paragraph 44(a) below.

5 35. "Settlement Class" or "Covered Position" is defined as "All current and former  
6 non-exempt, non-union employees employed by Defendants, or by either of Defendants, in  
7 California at any time during the Class Period."

8 36. "Settlement Class Member" or "Class Member(s)" refers to individual members  
9 of the Settlement Class.

10 **B. General Terms**

11 37. On December 29, 2020, Plaintiff filed against Defendant Syblon Reid  
12 Construction, Incorporated a class and representative PAGA action complaint for claims,  
13 including: (1) failure to furnish accurate itemized wage statements, (2) unfair competition, and  
14 (3) PAGA penalties based on the foregoing Labor Code violations. On or about March 16,  
15 2021, Plaintiff filed an amended complaint to add a cause of action for (1) failure to pay all  
16 overtime wages, (2) failure to provide meal and rest breaks and/or pay missed meal and rest  
17 period premiums, and (3) failure to pay all wages earned and unpaid at separation of  
18 employment. On or about June 30, 2021, Plaintiff amended her Complaint to add Syblon Reid,  
19 a General Partnership, as a co-defendant.

20 38. Defendants deny Plaintiff's claims and allegations and contend that the Action is  
21 not suitable for class certification and/or representative treatment.

22 39. The Class Representative believes she can proceed with her representative and  
23 class claims, that the Action is meritorious, and that class certification is appropriate.

24 40. The Parties have conducted a thorough investigation into the facts of the Action.  
25 This includes conducting extensive exchange of informal discovery, including Defendants'  
26 written policies and practices and the production of payroll and timekeeping records for  
27 Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive  
28 research with respect to the applicable law and potential defenses to the claims of the Settlement

1 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims  
2 against Defendants. Based on the foregoing data and on their own independent investigation  
3 and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the  
4 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
5 adequate and is in the best interest of the Class Members in light of all known facts and  
6 circumstances, including the risk of significant delay and uncertainty associated with litigation,  
7 various defenses asserted by Defendants, and numerous potential appellate issues.

8 41. On April 2, 2021, the Parties participated in mediation before David Perrault,  
9 Esq., a highly experienced labor and employment mediator. The matter did not resolve at  
10 mediation, but the Parties continued to pursue negotiations with the assistance of the mediator  
11 that ultimately resulted in this Settlement.

12 42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the  
13 acts to be performed or judgments to be entered pursuant to the terms of the Settlement and  
14 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation  
15 of any statute or law or liability on the claims or allegations in the Action.

16 43. Stipulation for Class Certification. For settlement purposes only, Defendants will  
17 stipulate that the Settlement Class Members described herein who do not Request Exclusion  
18 from the Settlement Class may be conditionally certified as a settlement class. This stipulation  
19 to certification is in no way an admission that class action certification and/or representative  
20 treatment is proper and shall not be admissible in this or in any other action except for the sole  
21 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final  
22 Approval, the Parties' stipulation to class certification as part of the Settlement shall become  
23 null and void *ab initio* and shall have no bearing on and shall not be admissible in connection  
24 with the issue of whether or not class certification and/or representative treatment would be  
25 appropriate in a non-settlement context. Defendants expressly reserve their rights and declare  
26 that they will continue to oppose class certification and the substantive merits of the case should  
27 the Court fail to issue Final Approval. Plaintiff expressly reserves her right and declares that  
28 she will continue to pursue class certification and representative treatment and a trial should the

1 Court fail to issue Final Approval.

2 **C. Terms of Settlement**

3 44. The financial terms of the Settlement are as follows:

4 (a) Gross Settlement Amount: The Parties agree to settle this Action for Two  
5 Hundred Fifteen Thousand Dollars (\$215,000) ("the Settlement Amount"). The Settlement  
6 Amount is the maximum amount that will be paid by Defendants, and includes Individual  
7 Settlement Amounts, attorneys' fees of Class Counsel, costs and expenses, the Service Payment  
8 to the Class Representative, Settlement Administration Costs, payment to the Labor Workforce  
9 Development Agency (LWDA) for PAGA penalties, and the employers' share of the payroll  
10 taxes.

11 (b) The Settlement is based on Defendants' representation that there are  
12 approximately 43 non-exempt non-union employees who worked approximately at least 4,250  
13 Workweeks Worked included in the Class Period. If it is determined that the number of  
14 Workweeks Worked exceeds 4,250, Defendants shall *pro rata* increase the Gross Settlement  
15 Sum.

16 (c) Net Settlement Amount: The "Net Settlement Amount" is defined as the  
17 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the  
18 Court, the Service Payment to the Class Representatives as approved and awarded by the Court,  
19 the Settlement Administration Costs, and the Five thousand dollars (\$5,000) allocated to  
20 payment for PAGA penalties as described in paragraph 45(i) below. In the event that the Court  
21 reduces the attorneys' fees, costs, expenses, Service Award, or either increases or decreases the  
22 amount allocated to PAGA penalties, the Net Settlement Sum shall be adjusted accordingly and  
23 allocated to the Settlement Class.

24 (d) Individual Settlement Amounts for the Settlement Class: From the Net  
25 Settlement Amount, the Settlement Administrator will use the Class Data provided by  
26 Defendants to calculate each Participating Class Member's Individual Settlement Amounts  
27 based on the following formula:  
28

1           i.       PAGA Amount: \$5,000 of the Gross Settlement Amount has been  
2 designated to the PAGA claims. Twenty-five percent (25%) of the \$5,000, or \$1,250 shall be  
3 paid out to Settlement Class Members. Each Settlement Class Member shall receive a portion  
4 of the \$1,250 proportionate to the number of Workweeks Worked by the Settlement Class  
5 Member during the Class Period compared to the total number of Workweeks Worked by all  
6 Settlement Class Members during the Class Period.

7           ii.      Class Amount: The Net Settlement Amount shall be allocated to  
8 Participating Class Members based on his or her proportionate Workweeks Worked during the  
9 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the  
10 numerator which is the Participating Class Member's total Workweeks Worked during the Class  
11 Period, and the denominator of which is the total Workweeks Worked by all Participating Class  
12 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the  
13 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for  
14 each Participating Class Member so that the amount actually distributed to Participating Class  
15 Members equals 100% of the Net Settlement Amount.

16       (e)   Allocation of Individual Settlement Amounts: The Individual Settlement  
17 Amounts will be allocated based on the allegations in the Action as follows: twenty-five (25%)  
18 percent will be paid as wages subject to withholding of all applicable local, state, and federal  
19 taxes; and seven-five (75%) will be paid as interest and as penalties (pursuant to, e.g., California  
20 Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement  
21 Administrator will issue to each Participating Class Member an Internal Revenue Service Form  
22 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with  
23 respect to the penalties and interest allocations.

24       (f)   Service Payment to Class Representative: The amount awarded to the Class  
25 Representative as a Service Payment will be set by the Court in its discretion, not to exceed  
26 \$10,000. Defendants agree not to oppose this request. The Service Payment to Plaintiff will be  
27 paid out of the Gross Settlement Amount. The Class Representative will be issued IRS Form  
28 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay

1 any and all applicable taxes on this payment. The Parties agree that any amount awarded as the  
2 Service Payment to Plaintiff less than the requested amount shall not be a basis for Class  
3 Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service  
4 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the  
5 Participating Class Members.

6 (g) Attorneys' Fees and Costs: Defendants agree to not oppose a request by Class  
7 Counsel to the Court for an award of attorneys' fees of one third of the Settlement Amount, plus  
8 reasonable litigation costs not to exceed \$12,500 ("Attorney's Fees and Cost Award"). For  
9 purposes of this Settlement, Defendants agree not to oppose any contention by Class Counsel  
10 that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost  
11 Award shall be paid from the Gross Settlement Amount, and except for this award, Defendants  
12 shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel.  
13 Should the Court approve a lesser amount than what is sought by Class Counsel, the difference  
14 shall be added to the Net Settlement Amount to be distributed to the Participating Class  
15 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be  
16 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement  
17 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of  
18 attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees  
19 between or among Class Counsel and any other attorney representing or claiming to represent  
20 the Class Members shall be the sole responsibility of Class Counsel.

21 (h) Settlement Administration Costs: The fees and other charges of the Settlement  
22 Administrator will be paid from the Gross Settlement Amount, not to exceed \$5,000, unless  
23 approved by all Parties and the Court.

24 (i) PAGA Penalties: The Parties agree that \$5,000 is allocated to PAGA Penalties  
25 and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount,  
26 \$3,750 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties under  
27 the Private Attorneys General Act of 2004 ("PAGA") and \$1,250 (25%) will be included in the  
28 Individual Settlement Amounts, payable to the Participating Class Members.

1 (j) Tax Liability: Class Counsel, Defendants and Defendants' Counsel make no  
2 representations as to the tax treatment or legal effect of Settlement Amounts called for  
3 hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or  
4 representation by Class Counsel, Defendants, or Defendants' Counsel in this regard. Plaintiff  
5 and Participating Class Members understand and agree that they will be solely responsible for  
6 the payment of any taxes and penalties assessed on their respective Settlement Amounts  
7 described herein. The amount of federal income tax withholding will be based upon a flat  
8 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-  
9 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to  
10 applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099  
11 will be distributed at times and in the manner required by the Internal Revenue Code of 1986  
12 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated  
13 thereunder, or other applicable tax law, is changed after the date of this Agreement, the  
14 processes set forth in this Section may be modified in a manner to bring Defendants into  
15 compliance with any such changes.

16 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT  
17 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH  
18 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
19 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF  
20 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
21 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER  
22 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
23 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
24 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
25 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
26 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
27 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
28 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO

1 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY  
2 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT  
3 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
4 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY  
5 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR  
8 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
9 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF  
10 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING  
11 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

12 45. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under  
13 no circumstances will any portion of the Settlement Amount revert to Defendants. Participating  
14 Class Members will not have to make a claim in order to receive an Individual Settlement  
15 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to  
16 each Participating Class Member. The Settlement Administrator shall be responsible for  
17 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a  
18 result of a Participating Class Member not cashing an Individual Settlement Amount by the  
19 check cashing deadline, as set forth herein.

20 46. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and  
21 adequate, and will so represent same to the Court.

22 **D. Release by Plaintiff and the Settlement Class**

23 47. Upon the Effective Date of this Settlement, Plaintiff, and each Participating  
24 Class Member, for themselves and for their respective spouses, heirs, successors, beneficiaries,  
25 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal  
26 representatives, will forever completely, finally, and forever release and discharge the Released  
27 Parties from each of the Released Claims for the Release Period.  
28

1        48. Each Participating Class Member will be deemed to have made the foregoing  
2 Release as if by manually signing it.

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

9        50. Class Representative, on behalf of herself and the Settlement Class, acknowledge  
10 and agree that the claims for unpaid wages in the Action, and untimely payment of wages in the  
11 Action, are disputed, and that the payments set forth herein constitute payment of all sums  
12 allegedly due to her. Class Representative, on behalf of herself and the Settlement Class,  
13 acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties  
14 hereto. Section 206.5 provides in pertinent part as follows:

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

18 **E. Release by Class Representative**

19        51. In addition to the Class Representative's release of the Released Claims as  
20 discussed in Paragraph 47 above, Class Representative does hereby, for herself and for her  
21 respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,  
22 trustees, conservators, guardians, personal representatives, and assigns forever and completely  
23 release and discharge the Released Parties from any and all charges, complaints, claims,  
24 liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action,  
25 suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory  
26 penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and  
27 costs) of any nature whatsoever, from the beginning of time through the execution of this  
28 Stipulation, whether known or unknown, suspected or unsuspected, including but not limited to

1 all claims arising out of, based upon, or relating to Class Representative's employment with  
2 Defendants, or with either of Defendants, or the remuneration for or termination of such  
3 employment (collectively, the "Class Representatives' Claims").

4 52. Without limiting the generality of the foregoing, Class Representative expressly  
5 releases all claims or rights against Released Parties arising out of or relating to alleged  
6 violations of any contracts, express or implied (including but not limited to any contract of  
7 employment); any contract or covenant of good faith and fair dealing (express or implied); any  
8 tort, including but not limited to, negligence, fraud, misrepresentation and violation of  
9 California Labor Code section 970, negligent infliction of emotional distress, intentional  
10 infliction of emotional distress, defamation, "retaliation" claims and claims for violation of  
11 public policy, any claim for improper or unauthorized wage deductions, failure to pay the  
12 applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other  
13 damages, overtime, and alleged "off the clock" work under federal and state law, including, but  
14 not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to  
15 California Labor Section 203, damages or penalties pursuant to California Labor Code Section  
16 226, meal period and rest break payments and penalties pursuant to California Labor Code  
17 Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California  
18 Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections  
19 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair  
20 competition and unfair business practices pursuant to Business and Professions Code Section  
21 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California  
22 Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs,  
23 including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the  
24 Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged  
25 violation or breach of any other state or federal statute, rule and or regulation; including all  
26 applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,  
27 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs  
28 or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional

1 distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,”  
2 “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public  
3 policy; any legal restrictions on Defendants’ right to discharge employees; and any federal,  
4 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1)  
5 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin  
6 discrimination or harassment, including retaliation for reporting discrimination or harassment);  
7 (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 206(d)(1) and California  
8 Labor Code section 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100  
9 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*  
10 (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government  
11 Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including  
12 discrimination or harassment based on race, religious creed, color, national origin, ancestry,  
13 disability, medical condition, genetic information, marital status, sex (including pregnancy),  
14 gender, gender identity, gender expression, sexual orientation, military or veteran status, or age,  
15 including retaliation for reporting discrimination or harassment); (7) California Family Rights  
16 Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California Labor  
17 Code, including Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9)  
18 Executive Order 11246 (race, color, religion, sex, sexual orientation, gender identity, and  
19 national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination);  
20 (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (12) the  
21 Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. §  
22 1000 *et seq.* (employee benefits).

23 53. Class Representative expressly waives and relinquishes all rights and benefits  
24 afforded by Section 1542 of the Civil Code of the State of California and does so understanding  
25 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil  
26 Code of the State of California states:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

1 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
4 DEBTOR OR RELEASED PARTY.

5 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a  
6 full and complete release and discharge of all parties, Class Representative and Class Counsel  
7 expressly acknowledge that this Settlement Agreement is intended to include in its effect,  
8 without limitation, all claims that Class Representative knew of, as well as all claims that she  
9 does not know or suspect to exist in her favor against the Released Parties, or any of them, for  
10 the time period from the beginning of time to the execution of this Settlement Agreement, and  
11 that this Settlement Agreement contemplates the extinguishment of any such Class  
12 Representative's claims.

13 Class Representative further agrees that upon execution of this Agreement, she will not  
14 serve as a PAGA representative in any future action against the Released Parties. Class  
15 Representative further agrees that she will not serve as a witness against the Released Parties in  
16 any other lawsuit or legal proceeding against the Released Parties, in any forum, except as  
17 compelled by subpoena or court order.

18 **F. Interim Stay of Proceedings**

19 54. Pending completion of all of the prerequisites necessary to effectuate this  
20 Settlement including Defendants filing an Answer to the Complaint, the Parties agree, subject to  
21 Court approval, to a stay of all proceedings in the Action except such as are necessary to  
22 effectuate the Settlement, including amending the operative complaint.

23 **G. Notice Process**

24 55. Appointment of Settlement Administrator. The Parties have agreed to the  
25 appointment of the Settlement Administrator to perform the duties of a settlement administrator,  
26 including mailing the Notice, using standard devices to obtain forwarding addresses,  
27 independently reviewing and verifying documentation associated with any claims or opt-out  
28 requests, resolving any disputes regarding the calculation or application of the formula for

1 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to  
2 Participating Class Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence,  
3 reporting and remittance obligations, and performing such other tasks as set forth herein or as  
4 the Parties mutually agree or that the Court orders.

5       56. Disputes Regarding Settlement Administration. Any and all disputes relating to  
6 administration of the Settlement by the Settlement Administrator (except for disputes regarding  
7 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction  
8 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendants  
9 notify the Court that all payments and obligations contemplated by this Settlement Agreement  
10 have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties  
11 will confer in good faith to resolve the dispute without the necessity of Court intervention. The  
12 Settlement Administrator shall also be responsible for issuing to Plaintiff, Settlement Class  
13 Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for  
14 all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be  
15 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and  
16 penalties to the appropriate government authorities.

17       57. Class Data. Within ten (10) calendar days after entry of the Preliminary  
18 Approval Order, Defendants shall provide the Class Data to the Settlement Administrator. The  
19 Settlement Administrator will run a check of the Class Members' addresses against those on file  
20 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the  
21 Settlement Administrator will remain confidential, shall be used solely to administer the  
22 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax  
23 authorities, pursuant to Defendants' express written consent, or by order of the Court.

24       58. Notice. The Notice, as approved by the Court, shall be sent by the Settlement  
25 Administrator to the Settlement Class Members, by first class mail, in English and Spanish,  
26 within ten (10) calendar days following the Settlement Administrator's receipt of the Class  
27 Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain  
28 forwarding addresses of Settlement Class Members if any envelopes are returned.

1           59.     Returned Notices. The Settlement Administrator will take steps to ensure that  
2 the Notice is received by all Settlement Class Members, including utilization of the National  
3 Change of Address Database maintained by the United States Postal Service to review the  
4 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class  
5 Member for whom an updated address is located within ten (10) calendar days following both  
6 the Settlement Administrator learning of the failed mailing and its receipt of the updated  
7 address. The Notice shall be identical to the original Notice, except that it shall notify the Class  
8 Member that the exclusion (opt-out) request or objection must be returned by the later of the  
9 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

10           60.     Presumption Regarding Receipt of Notice. It will be conclusively presumed that  
11 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement  
12 Class Member received the Notice.

13           61.     Disputes Regarding Class Data. Class Members are deemed to participate in the  
14 Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated  
15 Individual Settlement Amount and the number of Weeks Worked during the Class Period.  
16 Class Members may dispute their Weeks Worked if they feel they were employed more  
17 workweeks in the Class Period in California than Defendants' records show by timely  
18 submitting evidence to the Settlement Administrator. Defendants' records will be presumed  
19 determinative absent reliable evidence to rebut Defendants' records, but the Settlement  
20 Administrator will evaluate the evidence submitted by the Class Member and provide the  
21 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in  
22 good faith about the evidence to determine the Class Member's actual number of Workweeks  
23 Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel  
24 are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a  
25 final decision. Class Members will have until the Notice Response Deadline to dispute  
26 Workweeks Worked, object or opt out, unless extended by the Court. In the event that the  
27 Settlement Administrator increases the number of Workweeks Worked for any Settlement Class  
28 Member, then the Settlement Administrator will recalculate the Pay Period Value; accordingly,

1 in no event will Defendants be required to increase the Gross Settlement Amount.

2 62. Declaration of Due Diligence. The Settlement Administrator shall provide  
3 counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a  
4 declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

5 63. Settlement Class Members' Rights. Each Settlement Class Member will be fully  
6 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or  
7 request exclusion from the Settlement. The Notice will inform the Settlement Class Members  
8 of the Court-established deadlines for filing objections or requesting exclusion from the  
9 Settlement in accordance with the following guidelines:

10 (a) Requests for Exclusion from Settlement Class. Any Settlement Class  
11 Member, other than Plaintiff, may request to be excluded from the Settlement Class by  
12 submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before  
13 the Notice Response Deadline. The Request for Exclusion should state:

14 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS  
15 IN THE GIBSON V. SYBLON REID LAWSUIT. I  
16 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE  
17 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY  
FROM THE SETTLEMENT OF THIS LAWSUIT."

18 Any Request for Exclusion must include the full name, address, telephone number, last  
19 four digits of the social security number or date of birth, and signature of the Settlement Class  
20 Member requesting exclusion. The Request for Exclusion must be returned by mail to the  
21 Settlement Administrator at the specified address. Any such Request must be made in  
22 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only  
23 if postmarked by the Notice Response Deadline unless the Parties otherwise agree in writing. A  
24 Request for Exclusion may not be submitted on behalf of a group. Any Settlement Class  
25 Member who timely requests exclusion in compliance with these requirements: (i) will not have  
26 any rights under this Agreement, including the right to object, appeal, or comment on the  
27 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will  
28 not be bound by this Agreement, or the Judgment.

1 No Party, nor Class Counsel or Defense Counsel, or anyone acting on any of their behalf  
2 or at any of their direction, may encourage Settlement Class Members to request to be excluded  
3 from the Settlement Class.

4 (b) Binding Effect on Final Settlement Class Members. Except for those  
5 Settlement Class Members who exclude themselves in compliance with the procedures set forth  
6 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for  
7 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this  
8 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise  
9 provided herein, will be deemed to have waived all objections and oppositions to the fairness,  
10 reasonableness, and adequacy of the Settlement.

11 (c) Objections to Settlement. Any Settlement Class Member, other than  
12 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member  
13 shall inform the Settlement Administrator, in writing, of his or her objection which must be  
14 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such  
15 objection shall include the full name, address, telephone number, dates of employment with  
16 Defendants, or with either of Defendants, of the Objecting Settlement Class Member, the case  
17 name and number, the basis for the objection, including any legal support and each specific  
18 reason in support of the objection, as well as any documentation or evidence in support thereof,  
19 and, if the Objecting Settlement Class Member is represented by counsel, the name and address  
20 of his or her counsel. If any Objecting Settlement Class Member wishes to speak at the Final  
21 Approval Hearing, that Objecting Settlement Class Member's written submission should  
22 include a request to be heard, and the Court will determine whether Objecting Settlement Class  
23 Members will be permitted to speak. The Settlement Administrator shall provide objections, if  
24 any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement  
25 Administrator shall attach the same to its declaration of due diligence it files with the Court  
26 prior to the Final Approval Hearing. Any Participating Class Member who files an objection  
27 remains eligible to receive monetary compensation from the Settlement. Plaintiff and  
28 Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class

1 Member and/or his or her counsel related to any objections to the Settlement. Submitting an  
2 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is  
3 preserved by becoming a party of record by timely and properly intervening or filing a motion  
4 to vacate the judgment under Code of Civil Procedure § 663.

5 No Party, nor Class Counsel or Defense Counsel, or anyone acting on any of their behalf  
6 or at any of their direction, may encourage Settlement Class Members to object to this  
7 Agreement.

8 (d) Failure to Object. Any Settlement Class Member who desires to object  
9 but fails to timely submit a written objection waives any right to object and will be foreclosed  
10 from making any objection to this Settlement. Any Settlement Class Member who does not  
11 timely and properly become a party of record by intervening or filing a motion to vacate the  
12 judgment waives any and all rights to appeal from the Judgment, including all rights to any  
13 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment,  
14 motion for new trial, a motion under California Code of Civil Procedure section 473, and  
15 extraordinary writs.

16 (e) Responses to Objections. Counsel for the Parties may file a response to  
17 any objections submitted by Objecting Settlement Class Members at least five (5) court days  
18 before the date of the Final Approval Hearing.

19 64. Settlement Class Members will have until the Notice Response Deadline to  
20 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The  
21 Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel what  
22 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the  
23 request of Class Counsel or Defense Counsel.

24 65. Funding of the Settlement Amount. Defendants shall make a one-time deposit  
25 into the QSF of the Settlement Amount, as described in Paragraph 44(a) that is necessary to  
26 make all payments required under this Settlement, within ten (10) calendar days after Effective  
27 Date of the Settlement.

1           66.   Distribution of Funds. No later than ten (10) calendar days after deposit of the  
2 Settlement Amount into the QSF, the Settlement Administrator will mail the payments to the  
3 Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel,  
4 any Service Payment to the Class Representative, the payment to the LWDA for PAGA  
5 penalties, and will pay itself the Settlement Administration Costs.

6           67.   Deadline for Cashing Settlement Checks. Participating Class Members shall  
7 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement  
8 checks. If any Participating Class Member's check is not cashed within that period, the check  
9 will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the  
10 unclaimed funds to the California State Controller's Office in the name of the Class Member.  
11 The release will be binding upon all Participating Class Members who do not cash their checks  
12 within the 180-day period. In the event that any settlement check is returned to the Settlement  
13 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)  
14 business days of receipt of the returned settlement check, perform a skip trace to locate the  
15 individual. If a new address is located by these means, the Settlement Administrator will have  
16 ten (10) business days to re-issue the check and will notify Defense Counsel and Class Counsel  
17 that a re-issued check has been sent. Neither Defendants, Defense Counsel, Class Counsel,  
18 Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement  
19 checks, forged signatures on settlement checks, or unauthorized negotiation of settlement  
20 checks. Without limiting the foregoing, in the event a Participating Class Member notifies the  
21 Settlement Administrator that he or she believes that a settlement check has been lost or stolen,  
22 the Settlement Administrator shall immediately stop payment on such check. If the check in  
23 question has not been negotiated prior to the stop payment order, the Settlement Administrator  
24 will issue a replacement check.

25           68.   No person shall have any claim against Defendants, Defense Counsel, Plaintiff,  
26 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or  
27 reports made in accordance with or pursuant to this Agreement. This provision does not,  
28 however, prevent a Party from seeking enforcement of this Agreement.

69. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

**H. Duties of the Parties Prior to the Court's Approval**

70. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

**I. Duties of the Parties Following Court's Final Approval**

71. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released

1 Parties.

2 **J. Voiding the Agreement**

3 72. If the Court fails or refuses to issue the Final Approval Order or fails to approve  
4 any material condition of this Settlement Agreement which effects a fundamental change of the  
5 Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to  
6 all Parties herein at the option of either Party.

7 73. If fifteen or more Class Members timely submit a Request for Exclusion,  
8 Defendants shall have the option of terminating or modifying this Agreement and Defendants  
9 being relieved of any obligation to pay the Settlement Amount or any other obligations from the  
10 Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten  
11 (10) days of the Notice Response Deadline. If Defendants exercise the option under this  
12 paragraph, Defendants shall be solely responsible for all Settlement Administration Costs  
13 incurred.

14 74. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will  
15 have no further obligations under the Settlement, including any obligation by Defendants to pay  
16 the Settlement Amount, or any amounts that otherwise would have been owed under this  
17 Settlement.

18 75. If the Settlement is voided or fails for any reason, any costs incurred by the  
19 Settlement Administrator shall be split evenly by the Parties, unless otherwise specified in this  
20 Agreement.

21 **K. Other Terms**

22 76. Waiver. The waiver by one Party of any breach of this Agreement by another  
23 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

24 77. No Publicity. The Parties agree that Class Counsel or any other attorneys acting  
25 for Class Members or Plaintiff shall not make any press releases or conduct any press  
26 conferences regarding the Lawsuit or the settlement of the Lawsuit with Defendants, including  
27 the terms of the settlement.  
28

1           78.    Parties' Authority. The signatories hereto represent that they are fully authorized  
2 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions  
3 hereof.

4           79.    Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
5 accomplish the terms of this Settlement Agreement, including but not limited to, execution of  
6 such documents and to take such other action as may reasonably be necessary to implement the  
7 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their  
8 best efforts, including all efforts contemplated by this Settlement Agreement and any other  
9 efforts that may become necessary by order of the Court, or otherwise, to effectuate this  
10 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of  
11 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of  
12 Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary  
13 and final approval of the settlement, and the final entry of judgment.

14           80.    No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
15 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
16 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
17 cause of action or rights released and discharged by this Settlement Agreement.

18           81.    No Admission. Defendants deny any and all liability to Plaintiff and/or any  
19 Settlement Class Member in this Action, as to any and all causes of action that were asserted or  
20 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and  
21 compromise the matters at issue in the Complaint to avoid further substantial expense and the  
22 inconvenience and distraction of protracted and burdensome litigation. Defendants also have  
23 taken into account the uncertainty and risks inherent in litigation, and without conceding any  
24 infirmity in the defenses that they have asserted or could assert against Plaintiff, have  
25 determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and  
26 upon the terms and conditions set forth in this Agreement.

27           82.    Inadmissibility of Agreement. Whether or not the Court issues the Final  
28 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,

1 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing  
2 on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has  
3 entered into this Settlement Agreement with the intention of avoiding further disputes and  
4 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a  
5 settlement document, and it, along with all related documents such as the notices, and motions  
6 for preliminary and final approval, shall, pursuant to California Evidence Code section 1152  
7 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an  
8 action or proceeding to approve the settlement, and/or interpret or enforce this Settlement  
9 Agreement. The stipulation for class certification as part of this Settlement Agreement is for  
10 settlement purposes only and if, for any reason the settlement is not approved, the stipulation  
11 will be of no force or effect.

12 83. Relief for a Violation of This Settlement Agreement. The Parties agree that if, at  
13 any time, a violation of any term of this Agreement is asserted by any Party, that Party shall  
14 have the right to void, null, or rescind this Agreement

15 84. Notices. Unless otherwise specifically provided herein, all notices, demands or  
16 other communications given hereunder shall be in writing and shall be deemed to have been  
17 duly given as of the third business day after mailing by United States registered or certified  
18 mail, return receipt requested, addressed:

19 To the Settlement Class:

20 Mehrdad Bokhour  
21 *mehrdad@bokhourlaw.com*  
22 1901 Avenue of the Stars, Suite 450  
23 Los Angeles, California 90067  
Tel: (310) 975-1493; Fax: (310) 675-0861

24 Joshua Falakassa  
25 *josh@falakassalaw.com*  
26 1901 Avenue of the Stars, Suite 450  
27 Los Angeles, California 90067  
28 Tel: (818) 456-6168; Fax: (888) 505-0868

1 To Defendants:

2 Larry M. Kazanjian  
3 Michael C. Hopkins  
4 2777 Fair Oaks Blvd, Suite 455  
5 Sacramento, California 95825  
6 Tel: (916) 442-3552; Fax: (916) 640-1521

7 85. Construction. The Parties hereto agree that the terms and conditions of this  
8 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the  
9 Parties and that this Settlement Agreement shall not be construed in favor of or against any  
10 Party by reason of the extent to which any Party or her or its counsel participated in the drafting  
11 of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and  
12 statutory rule of construction that ambiguities should be construed against the drafter of an  
13 agreement and further agree, covenant, and represent that the language in all parts of this  
14 Agreement shall be in all cases construed as a whole, according to its fair meaning.

15 86. Captions and Interpretations. Paragraph titles or captions contained herein are  
16 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
17 describe the scope of this Settlement Agreement or any provision hereof. Each term of this  
18 Settlement Agreement is contractual and not merely a recital.

19 87. Modification. This Settlement Agreement may not be changed, altered, or  
20 modified, except in writing and signed by the Parties hereto, and approved by the Court. This  
21 Settlement Agreement may not be discharged except by performance in accordance with its  
22 terms or by a writing signed by all of the Parties hereto.

23 88. Dispute Resolution. Prior to instituting legal action to enforce the provisions of  
24 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall  
25 provide written notice to the other Party and allow an opportunity to cure the alleged  
26 deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator to resolve any  
27 dispute they are unable to resolve informally. During this period, the Parties shall bear their own  
28 attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding  
instituted by any person or entity other than Plaintiff or Defendants.

89. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

90. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

91. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

92. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

93. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

[signatures on the next pages]

1 APPROVAL AND EXECUTION BY PARTIES:

2 Dated: August \_\_, 2021

CLASS REPRESENTATIVES:

3

4

5

Rebecca Gibson

6

7

8 Dated: September 10, 2021

DEFENDANTS:

SYBLON REID CONSTRUCTION, INCORPORATED  
AND SYBLON REID, A GENERAL PARTNERSHIP

9

10

11

By Gregory B. Cedersstrom  
Title President

12

13

14

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1 APPROVAL AND EXECUTION BY PARTIES:

2 Dated: August \_\_, 2021  
3 8/9/2021

4 **CLASS REPRESENTATIVES:**

5 DocuSigned by:  
6 *REBECCA GIBSON*  
7 33347B4F04AD4D4...  
8 Rebecca Gibson

9 Dated: August \_\_, 2021

10 **DEFENDANTS:**  
11 SYBLON REID CONSTRUCTION, INCORPORATED  
12 AND SYBLON REID, A GENERAL PARTNERSHIP

13 By \_\_\_\_\_  
14 Title \_\_\_\_\_  
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1 APPROVED AS TO FORM:

2 Dated: August \_\_, 2021

**CLASS COUNSEL:**

3 **BOKHOUR LAW GROUP, P.C.**

4  
5 \_\_\_\_\_  
6 Mehrdad Bokhour  
7 Attorneys for Plaintiff and the Putative Class

8 Dated: August \_\_, 2021

**FALAKASSA LAW, P.C.**

9 \_\_\_\_\_  
10 Joshua Falakassa  
11 Attorneys for Plaintiff and the Putative Class

12 Dated: September 14, 2021

**DEFENDANTS' COUNSEL:**

14 **PALMER KAZANJIAN WOHL HODSON LLP**

15  
16 \_\_\_\_\_  
17 Larry M. Kazanjian  
18 Michael C. Hopkins  
19 Attorneys for Defendants Syblon Reid, Incorporated and  
20 Syblon Reid, a General Partnership  
21  
22  
23  
24  
25  
26  
27  
28

1 **APPROVED AS TO FORM:**

2 Dated: August \_\_\_, 2021  
3 8/9/2021

**CLASS COUNSEL:**

**BOKHOUR LAW GROUP, P.C.**

DocuSigned by:

Mehrdad Bokhour

Mehrdad Bokhour

D8D3643F271940F...

Attorneys for Plaintiff and the Putative Class

7  
8 Dated: August \_\_\_, 2021  
9 8/9/2021

**FALAKASSA LAW, P.C.**

DocuSigned by:

Joshua Falakassa

Joshua Falakassa

628B2C5A149C...

Attorneys for Plaintiff and the Putative Class

11  
12 Dated: August \_\_\_, 2021

**DEFENDANTS' COUNSEL:**

**PALMER KAZANJIAN WOHL HODSON LLP**

Larry M. Kazanjian

Michael C. Hopkins

Attorneys for Defendants Syblon Reid, Incorporated and  
Syblon Reid, a General Partnership