

1 Shannon B. Nakabayashi (State Bar No. 215469)
JACKSON LEWIS P.C.
2 50 California Street, 9th Floor
San Francisco, California 94111-4615
3 Telephone: (415) 394-9400
Facsimile: (415) 394-9401
4 E-mail: Shannon.Nakabayashi@jacksonlewis.com

5 Jamielee F. Martinez (State Bar No. 303927)
JACKSON LEWIS P.C.
6 160 W. Santa Clara Street, Suite 400
San Jose, California 95113
7 Telephone: (408) 579-0404
E-mail: Jamie.Martinez@jacksonlewis.com

8 Attorneys for Defendant
9 BG-IC, LLC

10 *[Additional counsel listed on following page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 DIAMOND WEATHERS, individually, and as a
15 representative of other aggrieved employees,

16 Plaintiff,

17 v.

18 BG-IC, LLC, and DOES 1 through 250, inclusive,
19 Defendants.
20
21
22
23
24
25
26
27
28

Case No. 21STCV07570

Assigned for all purposes to:
Judge Carolyn B. Kuhl
Dept. 12

JOINT STIPULATION OF SETTLEMENT

1 LAW OFFICES OF BUCHSBAUM & HAAG, LLP
Brent S. Buchsbaum, (State Bar No. 194816)
2 Laurel N. Haag, (State Bar No. 211279)
100 Oceangate, Suite 1200
3 Long Beach, California 90802
Telephone: (562) 733-2498
4 Fax: (562) 733-2498
E-mail: Brent@buchsbaumhaag.com
5 Laurel@buchsbaumhaag.com

6 Attorneys for Plaintiff DIAMOND WEATHERS

7 Daniel F. Gaines (State Bar No. 251488)
daniel@gaineslawfirm.com
8 Alex P. Katofsky (State Bar No. 202754)
alex@gaineslawfirm.com
9 Miriam L. Schimmel (State Bar No. 185089)
miriam@gaineslawfirm.com
10 GAINES & GAINES, APLC
4550 E. Thousand Oaks Boulevard, Suite 100
11 Westlake Village, California 91362
Telephone: (818) 703-8985
12 Facsimile: (818) 703-8984

13 Attorneys for Plaintiff MILAD RAZANI

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement ("Agreement" or "Settlement").

6 This Agreement is made by and between Named Plaintiffs Diamond Weathers and Milad
7 Razani ("Named Plaintiffs") and the Class Members, on the one hand, and Defendant BG-IC, LLC
8 ("Defendant"), on the other hand. Named Plaintiffs and Defendant collectively are referred to in this
9 Agreement as "the Parties."

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Six Hundred Sixty Five
12 Thousand Dollars (\$665,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount")
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to,. a general release of all claims by Named Plaintiffs and a release of
15 claims by the Class Members and PAGA Group Members of the claims alleged in the lawsuit, as set
16 forth herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. "Action" means the related actions described as follows: *Diamond Weathers,*
22 *individually and as a representative of other aggrieved employees v. BG-IC, LLC.*; and DOES 1
23 through 20, inclusive," Case No. 21STCV07570, commenced on February 26, 2021, in the Superior
24 Court of the State of California for the County of Los Angeles, and *Milad Razani, individually and*
25 *as a representative of other aggrieved employees v. BG-IC, LLC.*; and DOES 1 through 20,
26 inclusive," Case No. 21STCV08334, commenced on March 3, 2021, in the Superior Court of the
27 State of California for the County of Los Angeles

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

c. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

LAW OFFICES OF BUCHSBAUM & HAAG, LLP

Brent S. Buchsbaum, (State Bar No. 194816)

Laurel N. Haag, (State Bar No. 211279)

100 Oceangate, Suite 1200

Long Beach, California 90802

Telephone: (562) 733-2498

Fax: (562) 733-2498

E-mail: Brent@buchsbaumhaag.com

Laurel@buchsbaumhaag.com

Daniel F. Gaines (State Bar No. 251488)

daniel@gaineslawfirm.com

Alex P. Katofsky (State Bar No. 202754)

alex@gaineslawfirm.com

Miriam L. Schimmel (State Bar No. 185089)

miriam@gaineslawfirm.com

GAINES & GAINES, APLC

4550 E. Thousand Oaks Boulevard, Suite 100

Westlake Village, California 91362

Telephone: (818) 703-8985

Facsimile: (818) 703-8984

e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means February 25, 2017 through February 28, 2022.

h. "Court" means the California Superior Court for the County of Los Angeles, where the Action is currently pending.

i. "Defendant" means Defendant BG-IC, LLC.

j. "Defense Counsel" means counsel for Defendant:

Shannon B. Nakabayashi (State Bar No. 215469)

JACKSON LEWIS P.C.

50 California Street, 9th Floor

San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: Shannon.Nakabayashi@jacksonlewis.com

Jamielee F. Martinez (State Bar No. 303927)
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
E-mail: Jamie.Martinez@jacksonlewis.com

k. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

l. “Effective Date” means the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Classes, providing them with an opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; (5) in the event there are no objections submitted, the day the Court entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; and (6) in the event there are objections submitted, sixty-five (65) calendar days have passed since the Court has entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement or, if any appeal, writ, or other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

1 n. “Gross Settlement Amount” means Six Hundred Sixty-Five Thousand Dollars
2 (\$665,000) to be paid by Defendant as provided by this Agreement to settle this Action. All payments
3 to the Class, the LWDA Payment, the PAGA Settlement Amount, administration costs, attorney’s
4 fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the
5 Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made
6 under this settlement shall be paid by Defendant separate from, and in addition to, the Gross
7 Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

8 o. “Incentive Awards” means a monetary amount of up to Ten Thousand Dollars
9 (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their effort
10 and work in prosecuting the Action on behalf of Class Members, and for their general release of
11 claims.

12 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
13 respective share of the Net Settlement Amount, excluding any PAGA Settlement Payments.
14 Individual Settlement Payments will be determined by the calculations provided in this Agreement.

15 q. “LWDA” means The State of California Labor and Workforce Development Agency.

16 r. “LWDA Payment” means 75% of the \$40,000 allocated to the settlement of PAGA
17 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
18 this Agreement, as provided for below.

19 s. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
20 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
21 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
22 to enter a Final Order in this Action.

23 t. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion,
24 including any evidence as may be required for the Court to grant preliminary approval of the
25 Settlement as required by Rule 3.769 of the California Rules of Court.

26 u. “Named Plaintiffs” means Diamond Weathers and Milad Razani.
27
28

1 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
2 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
3 Payment, pursuant to Section 3.07(a)-(f) below.

4 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
5 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
6 to Section 3.04(b) below.

7 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
8 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

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

11 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
12 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
13 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$40,000), subject to
14 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
15 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
16 Members. PAGA Settlement Payments will be determined by the calculations provided in this
17 Agreement.

18 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
19 time between December 10, 2019 through February 28, 2022 ("PAGA Period"). PAGA Group
20 Members cannot opt out of the PAGA Settlement.

21 bb. "PAGA Settlement Payment(s)" means each PAGA Group Member's respective
22 share of the PAGA Settlement Amount. PAGA Settlement Payments will be determined by the
23 calculations provided in this Agreement.

24 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

28

1 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 gg. "Released Parties" means Defendant and its present and former parent companies,
9 subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers,
10 directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or
11 entity that could be liable for any of the Released Claims (hereinafter "Released Parties"), and
12 Defendant's counsel of record in the Action.

13 hh. "Response Deadline" means the deadline by which Class Members must postmark or
14 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
15 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
16 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
17 federal holiday, in which case the Response Deadline will be extended to the next day on which the
18 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
19 re-mailing. Should the Court require a longer Response Deadline, the Court's required deadline will
20 control.

21 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
23 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
25 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
26 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
27 Settlement Amount.

28

jj. “Settlement Administrator” means Phoenix Settlement Administrations which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

kk. “Settlement Checks” means the checks issued to Class Members and PAGA Group Members comprised of both their Individual Settlement Payments and their PAGA Settlement Payments.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Agreement shall be deemed

1 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
2 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
3 certification in the Action for any purpose, if the Effective Date does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court
5 relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Jeffrey Ross to resolve the dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as
13 follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
16 the Class to include all claims pled in the Action based on the preliminary approval of this
17 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
18 "Preliminary Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen Phoenix Settlement Administration to administer this Settlement and
21 to act as the Settlement Administrator, including but not limited to distributing and responding to
22 inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
23 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
24 Payment checks and distributing them to Participating Class Members, issuing the LWDA Payment,
25 disbursing the PAGA Settlement Amount, establishing and maintaining the QSF, and issuing the
26 payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named
27 Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
28 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
13 provide the Settlement Administrator with a “Class List” in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
16 and weeks worked during the Class Period.

17 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and advising of the opportunity to opt
20 out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s
21 approximate share of the Net Settlement Amount. Class Members will have forty-five (45) days from
22 the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial
23 mailing, the Settlement Administrator will check all Class Member addresses against the National
24 Change of Address database and shall update any addresses before mailing. The Settlement
25 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of
26 receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the
27 Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar
28 days from the date of the initial mailing, whichever is later, in which to postmark objections or

1 requests for exclusion. Class Members shall not be required to submit claim forms in order to receive
2 a proportional share of the Net Settlement Amount.

3 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
4 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
5 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
7 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
8 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
9 that reasonable means be used to locate Class Members and that the Settlement Administrator be
10 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
11 Individual Settlement Payments to all Participating Class Members.

12 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
13 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
14 status report provided to the Parties.

15 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
16 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
17 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
18 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
19 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
20 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
21 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
22 procedures set forth in Section 3.07(g) below.

23 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
25 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
26 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
27 exclusion and objections that the Settlement Administrator received.

28

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendant's records as to his or her Qualifying
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
7 supporting documentation. The Notice will also provide a method for the Class Member to challenge
8 the employment data on which his or her Individual Settlement Payment is based. The Settlement
9 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
10 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
11 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
12 the information provided to it.

13 **b. Requests for Exclusion from Class**

14 In order for any Class Member to validly exclude himself or herself from the Class and this
15 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
16 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
17 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
18 Administrator re-mails the Notice to the Class Member, whichever is later). PAGA Group Members
19 may not exclude themselves from the PAGA settlement. The Notice Packet shall contain instructions
20 on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out),
21 including the language to be used in a request for exclusion. The date of the initial mailing of the
22 Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively
23 determined according to the records of the Settlement Administrator. Any Class Member who timely
24 and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual
25 Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not
26 have any right to object, appeal, or comment thereon.

27 Any Class Member who fails to timely submit a request for exclusion shall automatically be
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

1 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
2 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
3 and/or released in this Agreement will be extinguished.

4 **c. Objections to Settlement**

5 For any Class Member to object to this Agreement, or any term of it, the person making the
6 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
7 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
8 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
9 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
10 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
11 the date the signed objection was postmarked, shall be conclusively determined according to the
12 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
13 receives to Defense Counsel and Class Counsel within three (3) business days of receipt, and said
14 objections shall be filed with the Court as part of the Motion for Final Approval. Class Members may
15 also appear at the final approval hearing to object. The Court retains final authority with respect to
16 the consideration and admissibility of any Class Member objections,

17 **d. Encouragement of Class Members**

18 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
19 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
20 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
21 Class Members.

22 **Section 3.05: Final Fairness and Approval Hearing**

23 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
24 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
25 and determine whether the Court should give it final approval, and (2) consider any objections made
26 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
27 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
28 Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Six Hundred Sixty-Five Thousand Dollars (\$665,000). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, the LWDA Payment, PAGA Settlement Amount, and the Incentive Payments.

By no later than 14 calendar days after the Effective Date, Defendant will fund the Gross Settlement Amount, plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator, either directly or by sending the funds to the Settlement Administer. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, the PAGA Settlement Amount, and the Settlement Administration Costs.

Within seven (7) calendar days after receiving Defendants' final payment, funding the Gross Settlement Amount and associated employer payroll taxes in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the PAGA Settlement Payments, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$221,666.66). Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at

1 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
2 application which does not exceed these amounts. Class Counsel shall serve Defendant with copies
3 of all documents submitted in support of their application for an award of attorneys' fees and costs.

4 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
5 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
6 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
8 the Effective Date. To the extent that the Court approves less than the amount of attorney's fees
9 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
10 will be reallocated to the Net Settlement Amount.

11 **c. Payment of Settlement Administration Costs**

12 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
13 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
14 Seven Thousand Five Hundred Dollars (\$7,500.00).

15 **d. Payment of Incentive Award to Named Plaintiffs**

16 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up
17 to Ten Thousand Dollars (\$10,000.00) each, the request for which Defendant will not object to or
18 oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not
19 constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent
20 that the Court approves less than the amount of incentive award that Class Counsel request, the
21 difference between the requested and awarded amounts will be reallocated to the Net Settlement
22 Amount.

23 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
24 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will
25 not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form
26 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing
27 authorities as required by law.

28

e. Payment to the Labor and Workforce Development Agency and PAGA Group Members

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be included in the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount, including the LWDA Payment, will be paid out of the Gross Settlement Amount. The PAGA Settlement Payment for the PAGA claims will be determined by dividing the amount reserved for PAGA penalties (less 75% to be paid to the LWDA) by the total number of pay periods for all PAGA Group Members during the PAGA Period resulting in the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of pay periods worked by each PAGA Group Member.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount, less the allocation for the PAGA Settlement Payment, will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be disbursed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages, and 80% allocated to penalties and interest. The amounts

1 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
2 and all other authorized and required withholdings and shall be reported by W-2 forms. The
3 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
4 amounts paid as penalties and interest shall not be subject to any deductions or withholdings and
5 shall be reported by IRS 1099 forms.

6 Participating Class Members and PAGA Group Members shall have 180 days from the date
7 their Settlement Checks are dated to cash their Settlement Checks. Any checks that are not cashed
8 upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to
9 the California State Controller Unclaimed Property Fund in the name of the Class Member or PAGA
10 Group Member for whom the funds are designated.

11 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
12 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
13 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
14 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
15 Settlement Administrator is unable to obtain a valid mailing address through this process, the
16 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
17 Unclaimed Property Fund in the name of the Class Member or PAGA Group Member for whom the
18 funds are designated.

19 **g. Default on Payment.**

20 In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement
21 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business
22 days of the missed payment. Thereafter, Defendant will have seven (7) calendar days to cure the
23 default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the
24 default within the times set forth herein, Named Plaintiffs may execute on the Final Judgment and
25 recover their reasonable attorneys' fees and costs incurred to obtain payment from Defendant.

26 **h. No Credit Toward Benefit Plans.**

27 The Individual Settlement Payments made to Participating Class Members under this
28 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to

1 calculate any additional benefits under any benefit plans to which any Class Members may be
2 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
3 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
4 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
5 Members may be entitled under any benefit plans.

6 **ARTICLE IV**

7 **LIMITATIONS ON USE OF THIS SETTLEMENT**

8 **Section 4.01: No Admission**

9 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
10 Class should not have been certified in the Action. This Agreement is entered into solely for the
11 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
12 construed as an admission of liability or wrongdoing by Defendant.

13 **Section 4.02: Non-Evidentiary Use**

14 Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms, nor
15 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
16 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
17 including but not limited to, evidence of a presumption, concession, indication, or admission by any
18 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
19 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
20 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
21 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
22 released through this Agreement.

23 **Section 4.03: Nullification**

24 The Parties have agreed to the certification of the Class encompassing all claims alleged in
25 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
26 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
27 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
28 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the

1 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
2 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
3 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
4 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
5 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
6 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
7 should be certified by the Court in a non-settlement context in this Action or any other action, and in
8 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

9 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
10 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

11 ARTICLE V

12 RELEASES

13 **Section 5.01: Released Claims by Class Members**

14 Subject to Defendant's full payment of the Gross Settlement Amount, all Class Members who
15 do not validly opt out of the Settlement ("Participating Class Members") shall be deemed to have
16 released their "Released Class Claims" against the Released Parties which accrued during employment
17 in a non-exempt position in California during the Class Period. The Released Class Claims include all
18 claims under state, federal or local law, whether statutory, common law or administrative law, arising
19 out of or which could be pled based on the facts and the allegations set forth in the operative Complaints
20 in the Action, including but not limited to claims for failure to pay wages, failure to pay wages at the
21 regular rate and failure to pay overtime, failure to provide meal periods, failure to provide rest periods,
22 failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain required
23 records, failure to timely pay earned wages upon termination or discharge, failure to reimburse business
24 expenses, and unfair competition premised on the claims set forth above. The Released Class Claims
25 include claims for relief including injunctive relief, punitive damages, liquidated damages, penalties of
26 any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs;
27
28

1 and all other claims and allegations made or which could have been made in the Action based on the
2 facts and allegations pled in the operative Complaints which accrued during employment in a non-
3 exempt position in California during the Class Period.

4
5 **Section 5.02: Released Claims by PAGA Group Members**

6 Subject to Defendant's full payment of the Gross Settlement Amount, and in addition to the
7 release of Released Class Claims against the Released Parties made by all Participating Class Members,
8 all PAGA Group Members shall be deemed to have released all claims under PAGA against the
9 Released Parties which accrued during employment in a non-exempt position in California during the
10 PAGA Period, which include any and all known and unknown claims under PAGA against the
11 Released Parties that were or could have been pled based on the factual allegations of the operative
12 Complaint, including but not limited to claims seeking civil penalties for failure to pay overtime wages,
13 failure to pay wages at the correct regular rate, failure to provide meal periods, failure to provide rest
14 periods, failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain
15 required records, failure to reimburse business expenses, and failure to timely pay earned wages upon
16 termination or discharge. This includes, but is not limited to, claims for civil penalties under PAGA
17 for violation of California Labor Code sections 201-203, 226, *et seq.*, 226.3, 226.7, 510, 512, 558,
18 1194, 2698, *et seq.*, 2699, 2699.5, 2802, applicable Industrial Welfare Commission Wage Orders, and
19 California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B). The Parties agree that
20 there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself
21 from the PAGA Payment and the associated release of claims and rights under PAGA.

22
23 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

24 Subject to Defendant's payment of the Gross Settlement Amount, Named Plaintiffs, in
25 addition to the Released Claims, waive, release, acquit, and forever discharge the Released Parties
26 from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising
27
28

1 under federal, state or local laws, rules, or regulations, whether known or unknown, unforeseen,
2 unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiffs, or the
3 heirs, successors and/or assigns of Plaintiffs, whether directly, indirectly, representatively,
4 derivatively or in any other capacity, against Defendant, or any of the other Released Parties, arising
5 at any time through the date of their signatures hereto.

6 Plaintiffs also expressly waive all rights and benefits under the terms of section 1542 of the
7 California Civil Code. Section 1542 reads as follows:

8 "A general release does not extend to claims that the creditor or releasing party does
9 not know or suspect to exist in his or her favor at the time of executing the release
10 and that, if known by him or her, would have materially affected his or her
11 settlement with the debtor or released party."

12 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
13 and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
14 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
15 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the
16 Settlement contemplates the extinguishment of all such Released Claims

17 ARTICLE VI

18 MISCELLANEOUS PROVISIONS

19 **Section 6.01: Amendments or Modification**

20 The terms and provisions of this Agreement may be amended or modified only by an express
21 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

22 **Section 6.02: Assignment**

23 None of the rights, commitments, or obligations recognized under this Agreement may be
24 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
25 consent of each other Party and their respective counsel. The representations, warranties, covenants,
26 and agreements contained in this Agreement are for the sole benefit of the Parties under this
27 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
28

1 **Section 6.03: Governing Law**

2 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
3 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
4 of laws.

5 **Section 6.04: Entire Agreement**

6 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
7 contains the entire understanding of the Parties with respect to the subject matter contained herein.
8 In case of any conflict between text contained in Articles I through VI of this Agreement and text
9 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
10 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
11 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
12 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
13 supersedes all prior agreements and understandings among the Parties with respect to the settlement
14 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
15 prior agreements or proposals.

16 **Section 6.05: Waiver of Compliance**

17 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
18 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
19 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
20 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
21 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
22 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23 **Section 6.06: Counterparts and Fax/PDF Signatures**

24 This Agreement, and any amendments hereto, may be executed in any number of counterparts
25 and any Party and/or their respective counsel may execute any such counterpart, each of which when
26 executed and delivered shall be deemed to be an original. All counterparts taken together shall
27 constitute one instrument. A fax, PDF, or DocuSign signature on this Agreement shall be as valid as
28 an original signature.

1 **Section 6.07: Meet and Confer Regarding Disputes**

2 Should any dispute arise among the Parties or their respective counsel regarding the
3 implementation or interpretation of this Agreement, a representative of Class Counsel and a
4 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
5 to submitting such disputes to the Court.

6 **Section 6.08: Agreement Binding on Successors**

7 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
8 of each of the Parties.

9 **Section 6.09: Cooperation in Drafting**

10 The Parties have cooperated in the negotiation and preparation of this Agreement. This
11 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
12 was the drafter or participated in the drafting of this Agreement.

13 **Section 6.10: Fair and Reasonable Settlement**

14 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
15 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
16 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
17 further believe that the Settlement is and is consistent with public policy, and fully complies with
18 applicable law.

19 **Section 6.11: Headings**

20 The descriptive heading of any section or paragraph of this Agreement is inserted for
21 convenience of reference only and does not constitute a part of this Agreement and shall not be
22 considered in interpreting this Agreement.

23 **Section 6.12: Notice**

24 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
25 communications under this Agreement must be in writing and addressed as follows:

26 *To Named Plaintiffs and the Class:*

27 LAW OFFICES OF BUCHSBAUM & HAAG, LLP
28 Brent S. Buchsbaum
 Laurel N. Haag

1 100 Oceangate, Suite 1200
2 Long Beach, California 90802
3 Telephone: (562) 733-2498
4 Fax: (562) 733-2498
5 E-mail: Brent@buchsbaumhaag.com
6 Laurel@buchsbaumhaag.com

7 Attorneys for Plaintiff DIAMOND WEATHERS

8 Daniel F. Gaines
9 daniel@gaineslawfirm.com
10 Alex P. Katofsky
11 alex@gaineslawfirm.com
12 Miriam L. Schimmel
13 miriam@gaineslawfirm.com
14 GAINES & GAINES, APLC
15 4550 E. Thousand Oaks Blvd., Suite 100
16 Westlake Village, California 91362
17 Telephone: (818) 703-8985
18 Facsimile: (818) 703-8984

19 Attorneys for Plaintiff MILAD RAZANI

20 -and-

21 *To Defendant:*

22 Shannon B. Nakabayashi
23 JACKSON LEWIS P.C.
24 50 California Street, 9th Floor
25 San Francisco, California 94111-4615
26 Telephone: (415) 394-9400
27 Facsimile: (415) 394-9401
28 E-mail: Shannon.Nakabayashi@jacksonlewis.com

Jamielee F. Martinez
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
E-mail: Jamie.Martinez@jacksonlewis.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h) and as otherwise allowed by law. The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and

1 Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.
2 In the event that one or more of the Parties institutes any legal action or other proceeding against any
3 other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will
4 be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
5 including expert witness fees incurred in connection with any enforcement actions.

6 **Section 6.14: Mutual Full Cooperation**

7 The Parties agree fully to cooperate with each other to accomplish the terms of this
8 Agreement, including but not limited to the execution of such documents, and the taking of such
9 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
10 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
11 terms. In the event the Parties are unable to reach agreement on the form or content of any document
12 needed to implement the Settlement, or on any supplemental provisions that may become necessary
13 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

14 **Section 6.15: Authorization to Act**

15 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
16 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
17 required to effectuate the terms of this Agreement, except for signing documents, including but not
18 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
19 represents and warrants that the individual executing this Agreement on its behalf has the full right,
20 power, and authority to enter into this Agreement and to carry out the transactions contemplated
21 herein.

22 **Section 6.16: No Reliance on Representations**

23 The Parties have made such investigation of the facts and the law pertaining to the matters
24 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
25 on any statement, promise, or representation of fact or law, made by any of the other Parties, or any
26 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
27 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
28

to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.17: Escalator Provision

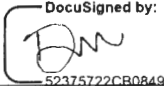
The Gross Settlement Amount was calculated with, and is premised on, the understanding that there are 189 Class Members as of January 26, 2022. If the final number of Class Members during the Class Period is more than 10% greater than this figure (i.e. if there are 209 or more Class Members), Defendant shall (i) increase the Net Settlement Amount on a proportional basis for each Class Member in excess of 209, or (ii) shorten the Class Period to end on the last date on which the number of Class Members does not exceed 209 members.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/2/2022

DIAMOND WEATHERS

By: 
Named Plaintiff

Dated: 06 / 04 / 2022

MILAD RAZANI

By: *Milad Razani*
Named Plaintiff

Dated: _____

BG-IC, LLC

By: _____
(Signature)

(Printed Name)

(Title)

to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.17: Escalator Provision

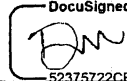
The Gross Settlement Amount was calculated with, and is premised on, the understanding that there are 189 Class Members as of January 26, 2022. If the final number of Class Members during the Class Period is more than 10% greater than this figure (i.e. if there are 209 or more Class Members), Defendant shall (i) increase the Net Settlement Amount on a proportional basis for each Class Member in excess of 209, or (ii) shorten the Class Period to end on the last date on which the number of Class Members does not exceed 209 members.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/2/2022

DIAMOND WEATHERS

By: 
DocuSigned by:
52375722CB08499
 Named Plaintiff

Dated: 06 / 04 / 2022

MILAD RAZANI

By: *Milad Razani*
 Named Plaintiff

Dated: 6/15/2022

BG-IC, LLC

By: 
 (Signature)
Christopher M. Nichols
 (Printed Name)
CFO
 (Title)

1 **APPROVED AS TO FORM ONLY:**

2
3 LAW OFFICES OF BUCHSBAUM &
4 HAAG, LLP

5 Executed on June 2, 2022

By:


BRENT BUCHSBAUM
Attorney for Plaintiff
DIAMOND WEATHERS

8 GAINES & GAINES, APLC

9
10 Executed on June 2, 2022

By:


DANIEL F. GAINES
ALEX P. KATOFISKY
EVAN S. GAINES
Attorneys for Plaintiff
MILAD RAZANI

14 JACKSON LEWIS P.C.

15
16 Executed on June 2, 2022

By:


SHANNON B. NAKABAYASHI
JAMIELEE F. MARTINEZ
Attorneys for Defendant
BG-IC, LLC

19
20 4864-3611-7793, v. 3

TITLE	Joint Stip of Settlement Ranzani v BG-OC
FILE NAME	Joint Stipulation of Settlement.pdf
DOCUMENT ID	b93e892a03a50314938aae3ea60e4eb480cfa561
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

06 / 03 / 2022

21:23:11 UTC

Sent for signature to Milad Razani [REDACTED]
from office@gaineslawfirm.com
[REDACTED]



VIEWED

06 / 03 / 2022

22:00:42 UTC

Viewed by Milad Razani [REDACTED]
[REDACTED]



SIGNED

06 / 03 / 2022

22:02:32 UTC

Signed by Milad Razani [REDACTED]
[REDACTED]



COMPLETED

06 / 03 / 2022

22:02:32 UTC

The document has been completed.