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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN BERNARDINO

18 JOE ALFRED ANDA, individually and on
19 behalf of others similarly situated,

20 Plaintiff,

21 vs.

22 APOLLO SOUTHWEST, INC., a California
23 corporation; THE RESOURCE
MANAGEMENT GROUP INC., a
24 California corporation; PREZERO US
SERVICES, LLC, a Delaware limited
25 liability company; PREZERO US, INC., a
26 Delaware corporation; and DOES 1 through
50, inclusive,

27 Defendants.
28

Case No. CIVSB2028690

*Assigned for all purposes to: Hon. David Cohn,
Dept. S26*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF PRIVATE ATTORNEYS
GENERAL ACT AND CLASS ACTION CLAIMS**

Complaint Filed: December 29, 2020
Trial Date: Not Set

1 This Joint Stipulation and Settlement Agreement of Private Attorneys General Act (“PAGA”)
2 and Class Action Claims (“Stipulation of Settlement” or “Settlement”) is made and entered into by
3 and between Plaintiff Joe Anda (hereinafter referred to as “Class and PAGA Representative” or
4 “Plaintiff”) and on behalf of the class and aggrieved employees and Defendants APOLLO
5 SOUTHWEST, INC., a California corporation; THE RESOURCE MANAGEMENT GROUP INC.,
6 a California corporation; and PREZERO US SERVICES, LLC, a Delaware limited liability company;
7 PREZERO US, INC., (“Defendants”) (Plaintiff and Defendants hereinafter are collectively referred to
8 as the “Parties”).

9 THE PARTIES STIPULATE AND AGREE as follows:

10 **DEFINITIONS**

11 1. “Action” shall mean the action entitled *Joe Anda v. PreZero US Services, LLC, et al.*,
12 pending in San Bernardino Superior Court, Case No. CIVSB2028690.

13 2. “Class Counsel” shall mean Heather Davis, Amir Nayebdadash, and Priscilla Gamino,
14 of PROTECTION LAW GROUP, LLP.

15 3. “Class List” means a complete list of all Class Members that Defendants will diligently
16 and in good faith compile from their records and provide to the Settlement Administrator within thirty
17 (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
18 a readable Microsoft Excel spreadsheet and will containing the following information for each Class
19 Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social
20 security number; (5) start and end dates of active employment as a non-exempt employee of
21 Defendants in the State of California; (6) total Workweeks during the Class Period; (7) total
22 Workweeks during the PAGA Period; and (8) any other information required by the Settlement
23 Administrator in order to effectuate the terms of the Settlement.

24 4. “Class Members” shall mean all current and former hourly-paid, non-exempt
25 employees of Apollo Southwest, Inc., The Resource Management Group, Inc., PreZero US Services,
26 LLC, or PreZero US, Inc. in the State of California at any time during the Class Period.

27 5. “Class Period” shall mean December 29, 2016 through the earlier of May 24, 2022 or
28 the date the Court grants preliminary approval of this Settlement.

1 6. “Class Released Claims” or “Released Claims” shall have the meaning ascribed to it in
2 Paragraph 66(a)-(c) below.

3 7. “Class and PAGA Representative” or “Plaintiff” shall mean Plaintiff Joe Anda.

4 8. “Court” shall mean the Superior Court of the State of California for the County of San
5 Bernardino.

6 9. “Court’s Final Order and Judgment” means the Final Order Approving Class Action
7 and PAGA Settlement, and Judgment in a form to be agreed upon by the Parties and approved by the
8 Court.

9 10. “Defendants’ Counsel” shall mean Todd Nunn, Penny Chen Fox, and Spencer Hamer
10 of K&L Gates LLP.

11 11. “Effective Date” shall have the meaning ascribed to it in Paragraph 42, below.

12 12. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider,
13 without limitations, any timely objections to the Settlement from Settlement Class Members,
14 testimony from the Parties or their counsel, declarations regarding the claims process from the
15 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
16 Settlement as set forth herein.

17 13. “Gross Settlement Fund” shall refer to Three Hundred Thousand Dollars
18 (\$300,000.00), which is the maximum amount that Defendants will collectively pay pursuant to this
19 Settlement, excluding Defendants’ share of payroll taxes, which shall be paid by Defendants separately
20 and in addition to the Gross Settlement Fund. The Gross Settlement Fund is non-reversionary; no
21 portion of the Gross Settlement Amount will return to Defendants.

22 14. “Incentive Payment” shall mean the payment made to Plaintiff in his capacity as a Class
23 and PAGA Representative, which is in addition to whatever monetary settlement Plaintiff is entitled
24 to recover from the Net Settlement Amount as a Class Member, in recognition of the efforts and risks
25 he has taken in assisting with the prosecution of the Action and in exchange for the General Release
26 of his claims as provided herein.

27 15. “Individual Settlement Payment” means the amount payable from the Net Settlement
28 Amount to each Settlement Class Member and each individual employee’s PAGA Employee

1 payments. Individual Settlement Payments shall be paid by a Settlement Check or Checks made
2 payable to Settlement Class Members and/or PAGA Employees.

3 16. “Net Settlement Amount” means the funds available for payments to the Class
4 Members, which shall be an amount remaining after the following amounts are deducted from the
5 Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
6 Administration Costs, (4) Incentive Payment to Plaintiff; and (5) PAGA Penalties to be paid to the
7 LWDA and PAGA Employees.

8 17. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of Class
9 Action in substantially the form attached hereto as Exhibit A, and as approved by the Court, which
10 shall be provided to Class Members and PAGA Employees in English and Spanish.

11 18. “PAGA” shall mean the California Labor Code Private Attorneys General Act, Labor
12 Code §§ 2698 *et seq.*

13 19. “PAGA Employees” shall mean all current and former non-exempt employees of
14 Apollo Southwest, Inc., The Resource Management Group, Inc., PreZero US Services, LLC, or
15 PreZero US, Inc. in the State of California at any time during the PAGA Period.

16 20. “PAGA Payment” means the payment to the State of California LWDA and the PAGA
17 Employees in settlement of all claims for PAGA penalties.

18 21. “PAGA Employee Payments” means the payment issued to each PAGA Employee for
19 his/her/their share of the PAGA Payment. PAGA Employee Payments represent a portion of
20 Individual Settlement Payments and shall not constitute an amount in addition to Individual Settlement
21 Payments. PAGA Employees shall receive their portion of the PAGA Employee Payment regardless
22 of their decision to opt-out of the class settlement.

23 22. “PAGA Period” shall mean December 29, 2019 through the earlier of May 24, 2022 or
24 the date the PAGA Settlement is approved by the Court.

25 23. “Parties” shall refer to the Plaintiff and Defendants, each of whom is a “Party.”

26 24. “Released Class Claims” shall have the meaning ascribed to it in Paragraph 66, below.

27 25. “Released PAGA Claims” means all claims that are asserted in the operative Complaint
28 or could have been asserted under the California Labor Code Private Attorneys General Act of 2004

1 based on the same or similar legal and factual allegations and claims in the operative Complaint in this
2 Action or any PAGA notices submitted by Plaintiff to the LWDA, for the PAGA Period.

3 26. “Released Parties” are defined to include Defendants Apollo Southwest, Inc., The
4 Resource Management Group, Inc., PreZero US Services, LLC, and PreZero US, Inc., and any of
5 its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and
6 affiliates, as well as each of its or their past, present and future owners, officers, directors, employees,
7 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or
8 entity which could be jointly liable with Defendants.

9 27. “Settlement” or “Stipulation of Settlement” shall mean this Joint Stipulation of
10 Settlement of PAGA and Class Action Claims.

11 28. “Settlement Administrator” shall mean ILYM, Group, Inc. The Parties each represent
12 that they do not have a financial interest in the Settlement Administrator or otherwise have a
13 relationship with the Settlement Administrator that could create a conflict of interest.

14 29. “Settlement Administrator Costs” mean the costs payable from the Gross Settlement
15 Fund to the Settlement Administrator for administering this Settlement, including, but not limited to,
16 translating the Notice from English to Spanish, printing, distributing, and tracking documents for this
17 Settlement, calculating/confirming the Class Member Workweeks from the information contained in
18 the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax
19 reporting, distributing the Gross Settlement Fund, providing necessary reports and declarations, and
20 other duties and responsibilities set forth herein to process this Settlement, and as requested by the
21 Parties. Settlement Administration Costs shall not exceed Ten Thousand Dollars (\$10,000.00).

22 30. “Settlement Class Members” shall mean all Participating Class Members as described
23 in Paragraphs 59 and 60 and the PAGA Employees.

24 31. “Workweek” shall mean any calendar week (i.e., a week beginning with Sunday and
25 ending with Saturday), in which a Class Member or PAGA Employees worked at least 1 day for a
26 shift of at least 8 hours.

27 **RECITALS**

28 32. This Action is comprised of the suit pending in San Bernardino Superior Court, styled

1 *Joe Anda v. PreZero US Services, LLC, et al.*, Case No. CIVSB2028690, seeking damages, costs, fees
2 and PAGA penalties for: Failure to pay overtime; Failure to pay minimum and regular wages; Failure
3 to provide meal breaks and/or pay premiums; Failure to authorize and permit rest breaks and/or pay
4 premiums; Failure to reimburse for reasonable business expenses; Failure to furnish accurate itemized
5 wage statements; Failure to timely pay wages due at separation or termination of employment; and
6 Failure to provide timely pay wages during employment; plus Unfair Business Practices.

7 33. Following exchange and extensive review of relevant documents and class data, on
8 March 24, 2022, the Parties engaged in a full-day mediation with experienced wage and hour class
9 action mediator Jeff Ross, Esq., which resulted in a global settlement of the claims premised on the
10 allegations in the complaint.

11 34. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
12 the claims in the Action, and further deny that, for any purpose other than settling this Action, this
13 Action is appropriate for class action or representative treatment.

14 35. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all
15 disputes and claims arising from or related to the allegations of this Action.

16 36. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and
17 complete settlement and release of all Released Class Claims and all Released PAGA Claims (as
18 defined in Paragraphs 66 and 67 below) against all Released Parties.

19 37. It is the Parties' intention that this Settlement shall not become effective until the
20 Court's order approving the Settlement is final, and there is no further recourse by any Class Member,
21 PAGA Employee, or other party with standing to contest or appeal the Settlement, or until all actual
22 appeals and/or challenges are resolved in favor of finally approving this Settlement.

23 38. Class Counsel have conducted a thorough investigation into the facts of this Action,
24 including an extensive review of relevant documents and data, and have diligently pursued an
25 investigation of the Class Members' claims against Defendants. Based on its and their own
26 independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with
27 Defendants is fair, reasonable and adequate and is in the best interest of the Class Members and PAGA
28 Employees in light of all known facts and circumstances, including the risks of significant delay, the

1 class not being certified, and the defenses asserted by Defendants. Defendants and Defendants'
2 Counsel also agree that the Settlement is in the best interests of the Class Members. Counsel for the
3 Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties
4 sought pursuant to PAGA.

5 39. The Parties agree to cooperate and take all steps necessary and appropriate to
6 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

7 **TERMS OF SETTLEMENT**

8 40. In consideration of the mutual covenants, promises and agreements set forth herein, the
9 Parties agree, subject to the Court's approval, to the terms herein.

10 41. It is agreed by and between Plaintiff and Defendants that this Action and any claims,
11 demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff
12 on behalf of himself, the Class Members, and/or the PAGA Employees arising out of the disputes
13 which are the subject of this Action, be settled and compromised, subject to the terms and conditions
14 set forth in this Stipulation of Settlement and the Court's approval.

15 42. Effective Date: The Settlement shall take effect on the Effective Date, which is defined
16 as the date that all of the following events have occurred: (i) the long-form Stipulation of Settlement
17 has been executed by Plaintiff, Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has
18 given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class
19 Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out
20 of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order
21 and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal,
22 writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ,
23 intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other
24 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
25 pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has
26 upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the
27 Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire
28 Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All

1 negotiations, statements and proceedings and data relating thereto shall be protected by California
2 Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

3 43. Gross Settlement Fund: To implement the terms of this Settlement, Defendants agree
4 to collectively pay a maximum total payment of Three Hundred Thousand Dollars and Zero Cents
5 (\$300,000.00) (i.e., the Gross Settlement Fund, as defined in Paragraph 13), which includes payments
6 to Settlement Class Members (excluding any appropriate and lawfully required employer-side payroll
7 taxes owed by Defendants on such payments which Defendants shall be separately responsible for
8 apart from the Gross Settlement Fund), Incentive Payment to the Class and PAGA Representative, the
9 PAGA Payment, the Settlement Administrator's fees and costs, approved attorneys' fees and litigation
10 costs, interest, and any other payments provided by this Settlement. Except as otherwise specified
11 herein, Defendants shall not be required to pay any additional monies beyond the amount of the Gross
12 Settlement Fund. Further, no portion of the Gross Settlement Fund shall revert to Defendants. Any
13 amount of the Gross Settlement Fund which is not approved shall be paid to the Settlement Class
14 Members on a pro rata basis.

15 44. Tax Treatment of the Gross Settlement Fund: The Parties agree that the Gross
16 Settlement Fund will qualify as a Settlement Fund pursuant to the requirements of section 468(B)(g)
17 of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax
18 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator"
19 of the qualified Settlement Funds for purposes of section 1.46B-2(k) of the income tax regulations.
20 As such, all taxes imposed on the gross income of the Gross Settlement Fund and any tax-related
21 expenses arising from any income tax return or other reporting document that may be required by the
22 Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement
23 Fund.

24 45. Funding of Settlement Amount: Within twenty-one (21) calendar days after the
25 Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross
26 Settlement Fund and the employer's share of payroll taxes. The delivery of the Gross Settlement Fund
27 and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and
28 complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants

1 have made such payments, they will be deemed to have satisfied all terms and conditions under this
2 Settlement shall be entitled to all protections afforded to Defendants under this Settlement, and shall
3 have no further obligations under the terms of the Settlement regardless of what occurs with respect
4 to those sums.

5 46. Allocation of the Gross Settlement Fund: Subject to Court approval and the conditions
6 specified in this Agreement, and in consideration of the mutual covenants and promises set forth
7 herein, the Parties agree the Gross Settlement Fund shall encompass the following: (1) Class
8 Counsel's fees and expenses; (2) the Plaintiff's Incentive Payment; (3) the Settlement Administrator's
9 costs; (4) the PAGA Payment payable to the LWDA and PAGA Employees; and (5) the Net Settlement
10 Fund.

11 a. The Net Settlement Fund shall be divided among the Settlement Class Members on a
12 pro-rata basis, based upon the following:

13 i. Each Settlement Class Member's workweek count, which shall be the sum of
14 the total number of workweeks the Settlement Class Member worked during
15 the Class Period;

16 ii. Divided by the combined sum of all Settlement Class Members' workweek
17 count; and

18 iii. Multiplied by the value of the Net Settlement Fund.

19 b. Each Settlement Class Member's respective calculation of total workweeks worked and
20 estimated share of the Net Settlement Amount shall be identified in the Notice.

21 c. The Parties agree that if any Settlement Class Member disputes the basis for
22 determining their share of the Settlement, Defendants' records shall presumptively
23 control unless the Settlement Class Member can produce documentation evidence of
24 other pay periods worked during the relevant time period (including partial pay
25 periods). The Parties further agree that any dispute that cannot be resolved by Class
26 Counsel and Defendants' counsel may be brought before the Court before final
27 approval of the Class Settlement.
28

- d. To the extent that amounts in Paragraphs 49 through 51 below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.
- e. Twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages, and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that forty percent (40%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties agree that forty percent (40%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties further agree that the PAGA Employee Payments distributed to each PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.
- f. Within ten (10) calendar days of the transfer of the Gross Settlement Funds to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.
- g. If any checks to Settlement Class Members and PAGA Employees remain uncashed 180 calendar days after distribution of the Net Settlement Amount, such remaining funds shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., to be held in trust for those Settling Class Members and PAGA Employees who did not timely cash their Settlement checks. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all payments to the Settlement Class Members and PAGA Employees will be paid out, whether or not these individuals cash

1 their Settlement checks. Therefore, Defendants will not be required to pay any interest
2 on such amounts.

3 47. PAGA Payment: Subject to the Court's Approval, up to a maximum of Fifty Thousand
4 Dollars and Zero Cents (\$50,000.00) for the PAGA Claims. Thirty-Seven Thousand Five Hundred
5 Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA Payment, shall be paid to the
6 LWDA. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), representing 25% of
7 the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee
8 Payments. The PAGA Employees and the State of California shall release their PAGA claims in their
9 entirety and may not opt out of or object to the Released PAGA Claims. To arrive at the PAGA
10 Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be
11 divided among the PAGA Employees on a pro-rata basis, based upon the following:

- 12 a. Each PAGA Employee's pay period count, which shall be the sum of the total number
13 of pay periods the PAGA Employee worked during the PAGA Period;
14 b. Divided by the combined sum of all PAGA Employees' pay period counts; and
15 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
16 Employees.

17 PAGA Employees shall receive this portion of their PAGA Employee Payment portion of their
18 Individual Settlement Payment regardless of whether they opt out of participating from the benefits of
19 the class portion to the Settlement.

20 48. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
21 Settlement Payments, PAGA Employee Payments, and the Incentive Payment shall not be utilized to
22 calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class
23 Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans,
24 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
25 PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will
26 not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members and
27 PAGA Employees may be entitled under any benefit plans.

1 49. Settlement Administrator: The Settlement Administrator will maintain acceptable
2 electronic and physical security protocols to adequately protect and safeguard the private employee
3 information it will have access to as a result of the claims process. The fees and expenses of the
4 Settlement Administrator, which is currently estimated at approximately Ten Thousand Dollars and
5 Zero Cents (\$10,000.00), shall be paid through the Gross Settlement Fund.

6 50. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
7 shall be allowed to seek its or their attorneys' fees, which collectively shall not exceed 35% of the
8 Gross Settlement Fund (*i.e.*, \$105,000.00, which is 35% of \$300,000.00), plus reasonable
9 costs/expenses not to exceed Thirty Thousand Dollars (\$30,000.00), subject to approval by the Court.
10 Defendants will not object to Class Counsel's application for attorneys' fees and costs in these
11 amounts. The amount set forth above will cover all work performed and all fees and costs incurred to
12 date, and all work to be performed and all fees and costs to be incurred in the future in connection with
13 the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement.
14 No Class Counsel shall be entitled to further fees or costs from any Defendant if it or they elect to
15 appeal any reduction in the requested fee or cost award. Any attorney fees and costs not approved by
16 the Court shall become part of the Net Settlement Amount. The Court's modification or denial of Class
17 Counsels' request for fees and/or costs shall not serve as grounds to nullify or modify the Settlement,
18 or increase the Gross Settlement Fund.

19 51. Class and PAGA Representative's Incentive Payment: Subject to the Court's approval,
20 the Class and PAGA Representative will be paid an Incentive Payment in an amount up to a maximum
21 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition for his service as
22 a Class and PAGA Representative, which shall be paid from the Gross Settlement Fund. Defendants
23 will not object to Class Counsel's application for Court approval of an Incentive Payment to the Class
24 and PAGA Representative in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00). The
25 Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from
26 the Net Settlement Amount as a Settlement Class Member. The Court's modification or denial of
27 Plaintiff's request for Incentive Payment shall not serve as grounds to nullify or modify the settlement,
28

1 or increase the Gross Settlement Fund. The Incentive Payment shall not be deemed wages and will
2 be reported on an IRS Form 1099-Misc, if applicable.

3 52. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
4 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
5 The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to
6 the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and
7 penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will
8 also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Payment; and (2) Class Counsel for the
9 amount paid for approved fees and costs. The Settlement Administrator will be responsible for
10 preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting
11 Defendants' share of payroll taxes to the appropriate government agencies on behalf of Defendants.
12 Plaintiff and Class Counsel will be responsible for correctly characterizing this compensation for tax
13 purposes and for paying any taxes on the amounts received.

14 53. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are and
15 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
16 associated with their respective allocated portions of the payments described herein, and agree to
17 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
18 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her
19 or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge
20 and agree that Class Counsel is not responsible for the payment of any Federal, State, and Local taxes
21 or penalties associated with payments to Plaintiff and Class Members.

22 **NOTICE TO THE SETTLEMENT CLASSES**

23 54. No later than thirty (30) calendar days after the date on which the Court enters an order
24 granting preliminary approval of the Settlement, Defendants shall provide the Settlement
25 Administrator with the Class List and tax rate information. This is a material term of the Settlement,
26 and if Defendants fail to comply, Plaintiff shall have the right to void the Settlement.

27 55. The Settlement Administrator (along with any of its agents) shall represent and warrant
28 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,

1 including a reasonable security protocol, for any personally identifiable information (“PII”), which it
2 receives from Defendants’ Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
3 including agents or subcontractors, without Defendants’ consent; (3) not disclose or otherwise use the
4 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with
5 notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The
6 Settlement Administrator may provide notice to both parties if the PII is subject to unauthorized access,
7 use, disclosure, modification or destruction; however, all additional communications from the
8 Settlement Administrator regarding the scope, circumstances, and substance shall be communicated
9 solely to Defendants.

10 56. The Settlement Administrator shall send a Notice to each Class Member by first class
11 mail within seven (7) calendar days of receipt of the Class Member List pursuant to Paragraph 54.
12 Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Class
13 Members by reference to the National Change of Address Database maintained by the United States
14 Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement
15 Administrator shall resend the Notice to the forwarding address. If a Notice is returned as non-
16 deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip
17 trace to locate the most current address of the person to whom the Notice was addressed, and shall
18 resend within five (5) calendar days the Notice to any updated address. Upon completion of these
19 steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the
20 affected Class Members.

21 57. At least ten (10) days before Plaintiff’s filing of the Motion for Final Approval, the
22 Settlement Administrator shall provide Class Counsel with a draft declaration regarding the
23 administration of the Notice, the number and identity of individuals who requested to be excluded
24 from the class settlement, if any, and the number of objections to the settlement, if any. Class Counsel
25 shall be responsible for reviewing and approving the draft declaration.

26 58. The Settlement Administrator shall also be responsible for:

- 27 a. Translating the Notice from English to Spanish;
- 28 b. Mailing the Notice as directed by the Court;

- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and, (d) the number of requests for exclusion received;
- f. Establish and maintain a Qualified Settlement Fund;
- g. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement Amount as approved by the Court and cooperating with any security measures as needed;
- h. Preparing the checks containing the Individual Settlement Payments;
- i. Distributing and paying the Incentive Payment, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- j. Issuing tax forms and addressing employer and employee-side payroll taxes as described in Paragraph 52; and
- k. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

59. Class Members will be provided 60 days within which to submit requests for exclusion from the benefits of the class portion to the Settlement. Class Members who wish to exclude themselves from the class portion to the Settlement will need to mail those requests for exclusion to the Settlement Administrator only. No requests for exclusion shall be accepted if postmarked after the sixty (60) calendar day period for the submission of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. To be valid, a request for exclusion must include: (1) the Class Member's name, address, telephone

1 number and the last four digits of the Social Security number; (2) contain a statement that the Class
2 Member wishes to be excluded from the Settlement of the class claims similar to the following: “I
3 wish to exclude myself from the class settlement reached in the matter of *Anda v. Apollo Southwest,*
4 *Inc.* I understand that by excluding myself, I will not receive money from the settlement of my
5 individual claims.”; (3) be signed by the Class Member. Any disputes regarding the timeliness of a
6 request for exclusion or whether a written communication constitutes a valid request that cannot be
7 resolved between the Parties shall be determined by the Court, whose determination shall be final.

8 60. Class Members who submit timely requests to opt out of the Settlement for the class
9 claims will not receive payment under the class Settlement, and will not be bound by the terms of the
10 proposed class Settlement or the final judgment (with the exception of claims arising under the PAGA
11 as detailed in paragraph 67).

12 61. If ten percent (10%) or more of the Class Members opt out of the Settlement by
13 submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute
14 discretion to rescind/void the Settlement Agreement, subject to paying any Settlement Administrator
15 expenses incurred to date. Such rescission shall have the same effect as a termination of the Settlement
16 Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become
17 null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs,
18 directly or indirectly, through any means. Defendants shall meet and confer with Class Counsel before
19 withdrawing from the Settlement pursuant to this provision.

20 **OBJECTIONS TO THE SETTLEMENT**

21 62. Class Members will be provided 60 days within which to submit objections to the
22 Settlement. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting
23 a valid and timely request for exclusion, may object to the approval of class action settlement
24 (“Objecting Class Member”). Any Class Member who makes a timely request for exclusion has
25 waived their right to object. The Objecting Class Member shall inform the Court and the Parties in the
26 objection of (1) full name and current address of the Objecting Class Member; and (2) the specific
27 reason(s) for the objection; and (3) shall also provide any and all evidence and supporting papers
28 (including, without limitation, all briefs, written evidence, and declarations) to be considered by the

1 Court. Class Members who wish to object will need to mail those objections to the Settlement
2 Administrator only. Class Members will not be barred from appearing at the final approval hearing if
3 they have not complied with the objection procedures for mailing objections to the Settlement
4 Administrator. PAGA Employees and Class Members shall have no right to object to the Released
5 PAGA Claims or PAGA Payment.

6 63. Any Class Member who fails to timely submit an objection shall be foreclosed from
7 filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court. Class
8 Members will not be barred from appearing at the final approval hearing if they have not complied
9 with the objection procedures for mailing objections to the Settlement Administrator.

10 64. Counsel for the Parties shall file any response to the objections submitted by Objecting
11 Class Members, if any, at least five (5) calendar days before the date of the Final Approval Hearing.

12 65. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
13 Class Members to submit written objections to the Settlement or to appeal from the Court's Final
14 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such
15 objections to this Settlement.

16 **RELEASE OF CLAIMS BY CLASS AND PAGA REPRESENTATIVE, SETTLEMENT**

17 **CLASS MEMBERS, AND PAGA EMPLOYEES**

18 66. Release of Class Claims. Upon the Effective Date, Participating Class Members will
19 fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities
20 and causes of action that are alleged, or reasonably could have been alleged based on the same or
21 similar facts and claims asserted in the operative Complaint in this Action including the following
22 claims:

- 23 a. (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
24 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
25 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business
26 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
27 wages timely at time of termination or resignation; (vii) failure to provide timely pay
28 wages during employment; and (viii) unfair business practices that could have been

1 premised on the claims, causes of action or legal theories of relief described above or
2 any of the claims, causes of action or legal theories of relief pleaded in the operative
3 Complaint; and

4 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
5 practices or punitive damages alleged or which could have been alleged under the facts,
6 allegations and/or claims pleaded in the complaints filed as part of the operative
7 Complaint.

8
9 c. This release shall apply to claims arising during the Class Period. The claims set forth
10 in subparagraphs (a)-(b) shall be collectively referred to as the “Released Claims.”

11 67. Release of PAGA Claims. As of the date of the Final Judgment, Plaintiff, the LWDA,
12 and the State of California release the Released Parties of and from any and all PAGA claims that are
13 asserted in the operative Complaint or could have been asserted under the California Labor Code
14 Private Attorneys General Act of 2004 based on the same or similar legal and factual allegations and
15 claims in the operative Complaint in this Action or any PAGA notices submitted by Plaintiff to the
16 LWDA, for the PAGA Period. Eligible PAGA Employees will receive their share of the employee
17 portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA,
18 regardless of whether they opt-out from the release of their class claims. The fact that a PAGA
19 Employee has decided not to participate in the Class Settlement shall not affect the Release of PAGA
20 Claims under the PAGA for the PAGA Period. The Parties agree that there is no right for a PAGA
21 Employee to opt out of or object to the PAGA Settlement. A copy of this Agreement will be provided
22 by Class Counsel to the LWDA concurrently with the submission of the Preliminary Approval Motion.

23 68. Release of Claims by Class and PAGA Representative. Upon the Effective Date, and
24 as a condition of receiving any portion of his Incentive Payment, the Class and PAGA Representative
25 (Plaintiff Joe Anda), for himself only, agrees to the additional following General Release: As to the
26 claims of Plaintiff only, the Released Claims further include, without limitation, any and all claims
27 whatsoever Plaintiff may have against Released Parties regarding Plaintiff’s employment and/or the
28 termination of employment including, but not limited to, any claims for wages, penalties, bonuses,

1 severance pay, vacation pay, employment benefits, stock options, violation of any personnel policy,
2 any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or
3 damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied,
4 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
5 negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the
6 employment relationship, or any federal, state, or other governmental statute, executive order,
7 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
8 by law. Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly
9 waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of
10 Section 1542 of the California Civil Code, or any other similar provision under federal or state law
11 that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the
12 Civil Code of the State of California, which provides as follows:

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

17 Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not
18 now aware, unless Plaintiff voluntarily choose to waive this right. Having been so apprised, Plaintiff
19 nevertheless voluntarily waives the rights described in Section 1542, and elect to assume all risks for
20 claims that now exist in his favor, known or unknown.

21 69. Defendants agree that they will adopt a neutral reporting policy regarding any future
22 employment references related to Plaintiff. In the event that any potential or future employers of
23 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
24 provide Plaintiff's dates of employment and job titles during employment. Defendants shall not refer
25 to the Action or this Settlement. This provision applies only to requests for employment reference
26 directed to PreZero US Services, LLC's Human Resources department.

27 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

28 70. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 4

1 herein, and which will run through the earlier of May 24, 2022 or the date of preliminary approval,
2 may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this
3 Agreement, Plaintiff will request that the Court certify, for settlement purposes only, the Class as to
4 all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

5 71. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
6 support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to
7 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
8 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
9 order substantially in the following form:

- 10 a. Certifying the Settlement Class as contemplated by Paragraph 70 above;
- 11 b. Approving the Class Notice attached hereto as Exhibit A;
- 12 c. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
13 Employees;
- 14 d. Preliminarily approving the Settlement subject only to the objections of the Class
15 Members and final review by the Court; and
- 16 e. Scheduling the Final Approval Hearing on the question of whether the proposed
17 Settlement, including payment of attorneys' fees and costs and the Incentive Payment
18 should be finally approved as fair, reasonable and adequate as to the Settlement Class
19 Members and for approval of the PAGA Settlement.

20 72. The Parties will work cooperatively to mutually agree upon the form and content of the
21 Notice, as well as the Proposed Order Granting Preliminary Approval. Plaintiff and Class Counsel
22 will not make any public disclosure of the Settlement until after the filing of the motion for preliminary
23 approval of the Settlement. Plaintiff and his counsel represent that they have not made any such
24 disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-
25 out or object, or any PAGA Employees to intervene or object. Class Counsel will take all steps
26 necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction
27 against any public disclosure of the Settlement until after the Settlement is preliminarily approved by
28 the Court. Thereafter, Class Counsel and named Plaintiff agree not to publicize the terms of this

1 Settlement with the media, including but not limited to, any newspaper, journal, magazine, website
2 and/or online reporter of settlements or on any website.

3 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

4 73. Following final approval by the Court of the Settlement provided for in this Stipulation
5 of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the
6 following form and with input from Defendants' Counsel: Approving the Settlement, adjudging the
7 terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and
8 provisions including the approval of Class Counsel's application for an award of attorneys' fees and
9 costs and the Incentive Payment to the Class and PAGA Representative. The Parties will work
10 cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final
11 Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

12 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

13 74. If the Court fails to approve this Settlement for any reason, the Parties agree to
14 cooperate in good faith in an effort to reach a settlement approved by the Court. However, if ultimately
15 if after submitting the settlement for approval to the Court as set forth in this Stipulation of Settlement
16 and the Memorandum of Understanding ("MOU") entered by the Parties, any Court declines to enter
17 the preliminary approval order, the final approval order, or judgment in substantially the form
18 submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because
19 of appellate court action, the terminating Party shall give to the other Party (through its/his/their
20 counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after
21 receiving notice that one of the enumerated events has occurred. Termination shall have the following
22 effects:

- 23 (a) The Memorandum of Understanding ("MOU") and the Stipulation of Settlement shall
24 be terminated and shall have no force or effect, and no Party shall be bound by any of
25 its terms.
- 26 (b) Defendants shall have no obligation to make any payments to any party, Class Member,
27 the State of California, PAGA Employee or attorney.
- 28 (c) The preliminary approval order, final approval order and judgment shall be vacated.

1 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
2 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
3 be restored to their respective positions prior to the Settlement.

4 (e) Except as otherwise discoverable, neither the MOU or this Stipulation of Settlement
5 nor any ancillary documents, actions, statements or filings in furtherance of settlement
6 (including all matters associated with the mediation) shall be admissible or offered into
7 evidence in the Action or any other action for any purpose whatsoever.

8 **PARTIES' AUTHORITY**

9 75. The signatories hereto hereby represent that they are fully authorized to enter into this
10 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

11 76. The Parties acknowledge that they have been represented by counsel throughout all
12 negotiations that preceded the execution of this Agreement, and that this Agreement has been executed
13 with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel
14 warrant and represent that there are no liens on the Agreement.

15 **ESCALATOR CLAUSE**

16 77. Defendants estimate that Class Members worked a total of 10,336 Workweeks during
17 the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class
18 Period ultimately increase by more than 10% (i.e., by more than 1,033 Workweeks), Defendants, at
19 their sole discretion, may (1) increase the Gross Settlement Amount on a pro-rata basis equal to the
20 percentage increase in the number of Workweeks worked by the Class Members above 10%; for
21 example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase
22 by 1%; or (2) modify the end date of the Class Period to coincide with the date the Workweek count
23 increases in excess of 10% of the 10,336 Workweeks represented at mediation. Therefore, thirty days
24 before the hearing for motion for preliminary approval, Defendants shall confirm, through the
25 Settlement Administrator, that the number of Workweeks did not increase by more than 10%.

26 **MUTUAL FULL COOPERATION**

27 78. The Parties and their counsel will cooperate with each other and use their best efforts
28 to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form

1 or content of any document needed to implement the Settlement, or on any supplemental provisions
2 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
3 assistance of the Court to resolve such disagreement.

4 79. The Parties agree to cooperate to promote participation in the Settlement, and in
5 seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to
6 encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to
7 obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval
8 process and will work in good faith to reach an agreement approved by the Court. Class Counsel shall
9 file all papers necessary to facilitate preliminary and final approval of the settlement. Defendants may
10 review and suggest revisions to Plaintiff's Motion for Preliminary Approval and Motion for Final
11 Approval, which Plaintiff will consider in good faith. Defendants further agree that they will not
12 oppose Plaintiff's Motion for Preliminary Approval or Motion for Final Approval except to correct
13 any material misrepresentations or mischaracterizations in Plaintiff's Motions. Class Counsel further
14 agrees that it/she/he will provide all necessary notices to the LWDA of the settlement concurrently
15 with Plaintiff's motion for preliminary approval.

16 **NO PRIOR ASSIGNMENTS**

17 80. The Parties and their respective counsel represent, covenant and warrant that they have
18 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
19 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
20 or right herein released and discharged except as set forth herein.

21 **NO ADMISSION**

22 81. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
23 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
24 any Defendant. Each of the parties hereto has entered into this Stipulation of Settlement solely with
25 the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

26 **BREACH AND ENFORCEMENT ACTIONS**

27 82. The Parties will jointly request that the Court retain jurisdiction pursuant to California
28 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement (or the federal

1 equivalent) upon noticed motion of any party. In the event that any party breaches any terms of this
2 Settlement and an action is brought to enforce the terms of the Settlement, the prevailing party in any
3 enforcement action shall be entitled to recover their attorney fees and costs. Should a dispute arise
4 about the terms of this Settlement, such disputes shall be submitted to Jeff Ross for consultation.

5 83. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

7 84. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
8 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
9 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

10 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
11 certification for purposes of this Settlement only; except, however, that either party may appeal any
12 court order that materially alters the Settlement Agreement's terms, excluding court orders altering
13 the amount of attorney's fees and Incentive Payment, which shall not be grounds for appeal.

14 NOTICES

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

19 To Plaintiff, the Settlement Class and Class Counsel:

20
21 HEATHER DAVIS
22 heather@protectionlawgroup.com
23 AMIR NAYEBDADASH
24 amir@protectionlawgroup.com
25 PRISCILLA GAMINO
26 priscilla@protectionlawgroup.com
27 **PROTECTION LAW GROUP, LLP**
28 237 California Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

///

///

To Defendants and Defendants' Counsel:

SPENCER HAMER
Spencer.Hamer@klgates.com

TODD NUNN
Todd.Nunn@klgates.com

K&L GATES LLP
1 Park Plaza, 12th Floor
Irvine, CA 92614
Tel.: 949-623-3553 / Fax No.: 949-253-0902

PENNY CHEN
Penny.Chen@klgates.com
K&L GATES LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Tel.: 310.553.5000 / Fax No.: 310.553.5001

CONSTRUCTION

87. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

88. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

89. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

90. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations

1 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are
2 merged herein. No rights hereunder may be waived except in writing.

3 **BINDING ON ASSIGNS**

4 91. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
5 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

6 **CLASS MEMBER SIGNATORIES**

7 92. It is agreed that because the Class Members are so numerous, it is impossible or
8 impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit
9 "A" hereto, will advise the Class Members of the binding nature of the release, and the release shall
10 have the same force and effect as if this Stipulation of Settlement were executed by each member.

11 **CONFIDENTIALITY**

12 93. The Parties and their Counsel will not make any public disclosure of the Settlement
13 until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel
14 represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage
15 members of the Settlement Class to opt-out or object, or any PAGA Employees to intervene or object.
16 Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him
17 to adhere to, the restriction against any public disclosure of the Settlement or this MOU until after the
18 Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agree
19 not to publicize the terms of this Settlement with the media, including but not limited to, any
20 newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

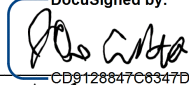
21 **COUNTERPARTS**

22 94. This Stipulation of Settlement may be executed in counterparts and by facsimile
23 signatures, and when each party has signed and delivered at least one such counterpart, each
24 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
25 constitute one Stipulation of Settlement binding upon and effective as to all parties.

26
27 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
28

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
3 below:

4
5 Dated: 7/28/2022, 2022

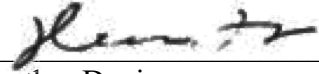
DocuSigned by:

CD9128847C8347D...
Joe Anda
Plaintiff and Class and PAGA Representative

6
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8
9
10 Dated: _____, 2022

Robert Berezansky, Chief Financial Officer
Defendants Apollo Southwest, Inc.; Resource
Management Group, Inc.; PreZero US Services, LLC;
and PreZero US, Inc.

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14
15 APPROVED AS TO FORM AND CONTENT:

16 Dated: July 29, 2022


Heather Davis
Amir Nayebdadash
Priscilla Gamino
Counsel for Plaintiff, the Putative Class, and PAGA
Employees

17
18
19
20
21 Dated: _____, 2022

Spencer Hamer
Todd Nunn
Penny Chen
Counsel for Defendants Apollo Southwest, Inc.;
Resource Management Group, Inc.; PreZero US
Services, LLC; and PreZero US, Inc.

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
3 below:

4
5
6 Dated: _____, 2022

Joe Anda
Plaintiff and Class and PAGA Representative

7
8
9
10 Dated: July 20, 2022

Robert Berezansky
Robert Berezansky, Chief Financial Officer
Defendants Apollo Southwest, Inc.; Resource
Management Group, Inc.; PreZero US Services, LLC;
and PreZero US, Inc.

11
12
13
14
15 APPROVED AS TO FORM AND CONTENT:

16 Dated: _____, 2022

Heather Davis
Amir Nayebdadash
Priscilla Gamino
Counsel for Plaintiff, the Putative Class, and PAGA
Employees

17
18
19
20
21 Dated: August 2, 2022

Penny Chen

Spencer Hamer
Todd Nunn
Penny Chen
Counsel for Defendants Apollo Southwest, Inc.;
Resource Management Group, Inc.; PreZero US
Services, LLC; and PreZero US, Inc.