

BRADLEY GROMBACHER, LLP
MARCUS J. BRADLEY (SBN 174156)
KILEY L. GROMBACHER (SBN 245960)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100

HOLMES LAW GROUP, APC
JEFF HOLMES (SBN 100891)
1613 Chelsea Road, Suite 238
San Marino, CA 91108
Telephone: (310) 396-9045

Attorneys for Plaintiff, FRANCISCO ALBERT SPAGNA, individually,
and on behalf of the putative class and aggrieved employees

FISHER & PHILLIPS LLP
COLLIN D. COOK (SBN 251606)
ALBERT C. LIN (SBN 304808)
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424

Attorneys for Defendants, MAJESTIC TERMINAL SERVICES, INC.
and PRIMEFLIGHT AVIATION SERVICES, INC.

K.P. ROBERTS & ASSOCIATES, APC
KENNETH P. ROBERTS (SBN 74955)
RYAN P. TISH (SBN 274284)
6355 Topanga Canyon Boulevard, Suite 403
Woodland Hills, CA 91367-2102
Tel. (818) 888-3553

Attorneys for Defendant,
INDUSTRIAL APPLE, INC. dba APPLEONE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO – COMPLEX**

FRANCISCO ALBERT SPAGNA,
individually and on behalf of other
individuals similarly situated,

Plaintiff,

v.

INDUSTRIAL APPLE INC., DBA
APPLEONE, a California corporation;
MAJESTIC TERMINAL SERVICES,
INC. a Washington corporation and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2103449
[Unlimited Civil Jurisdiction]

*Assigned for all purposes to the
Judge David Cohn, Dept. S-26*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: January 11, 2021
Trial Date: None Set

1 This Joint Stipulation of Class Action and PAGA Settlement and Release is entered into
2 by Plaintiff FRANCISCO ALBERT SPAGNA (“Spagna”) (hereinafter “Plaintiff”) on the one
3 hand, and Defendants MAJESTIC TERMINAL SERVICES, INC. (“Majestic”),
4 PRIMEFLIGHT AVIATION SERVICES, INC. (“PrimeFlight”) and INDUSTRIAL APPLE,
5 INC. dba APPLEONE (“AppleOne”) (herein collectively “Defendants”) on the other hand.

6 WHEREAS, Plaintiff alleges he is a former employee of Defendants and worked in the
7 position of Freight Agent while employed by Defendants;

8 WHEREAS, on or about January 11, 2021, Plaintiff submitted his notice to the California
9 Labor and Workforce Development Agency (“LWDA”) pursuant to California Labor Code
10 section 2699.3(a) (hereinafter the “PAGA Notice”);

11 WHEREAS, on or about January 11, 2021, Plaintiff filed a complaint in the California
12 Superior Court, in and for the County of San Bernardino, initiating the civil action entitled
13 *Francisco Spagna v. Industrial Apple Inc. dba AppleOne, Majestic Terminal Services, Inc.*, Case
14 No. CIV SB 2103449, and on May 7, 2021, Plaintiff filed a First Amended Complaint in and for
15 the County of San Bernardino (“Plaintiff’s Complaint”);

16 WHEREAS, on July 23, 2021, the Parties commenced a full-day of mediation with
17 mediator Tripper Ortman, Esq., reached a settlement of all of the claims in the Action, and
18 executed the Memorandum of Understanding accordingly. Attached as **Exhibit “A”** is the fully-
19 executed Memorandum of Understanding, the terms and conditions of which are incorporated
20 herein by reference;

21 WHEREAS, on or about September 7, 2021, Plaintiff submitted an amended notice to the
22 LWDA pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter the “Amended PAGA Notice”);

23 WHEREAS, Plaintiff and Defendants have agreed that Plaintiff will file a Second
24 Amended Complaint in the County of San Bernardino alleging class claims against all
25 Defendants, including PrimeFlight, and claims under the California Labor Code Private
26 Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (hereinafter “Plaintiff’s SAC”);

27 WHEREAS, Plaintiff and Defendants have agreed to file a joint stipulation and proposed
28 order for leave to file a Second Amended Complaint;

1 WHEREAS, the PAGA Notice, Amended PAGA Notice, Plaintiff's Complaint, and
2 Plaintiff's SAC shall be hereinafter collectively referenced as the "Complaints" and shall
3 collectively be incorporated herein by reference as though fully set forth;

4 WHEREAS, Plaintiff and Defendants shall be hereinafter collectively referred to as the
5 "Parties";

6 WHEREAS, the civil action initiated by Plaintiff's Complaint, which will be amended to
7 include claims against PrimeFlight, entitled *Francisco Spagna v. Industrial Apple Inc. dba*
8 *AppleOne, Majestic Terminal Services, Inc.*, Case No. CIV SB 2103449, shall hereinafter
9 collectively be referred to as the "Action";

10 WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to
11 completely settle all of the claims that were or could have been brought in the Complaints and in
12 the Action;

13 NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all
14 such claims as follows:

15 **I. DEFINITIONS**

16 The terms defined above shall have the meanings therein given, for all purposes in this
17 Joint Stipulation of Class and PAGA Settlement, including in any exhibits hereto. And, the
18 following defined terms used in this Joint Statement of Class and PAGA Settlement and any
19 exhibits hereto will have the meanings given them below.

20 1. Agreement. "Agreement", "Settlement", "Settlement Agreement" and "Joint
21 Stipulation" mean this Joint Stipulation of Class and PAGA Settlement.

22 2. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means attorneys' fees
23 agreed upon by the Parties and approved by the Court for Class Counsel's litigation and
24 resolution of the Actions, and all costs incurred and to be incurred by Class Counsel in the
25 Actions, including, but not limited to, fees and costs associated with court filings, documenting
26 the Settlement, securing the Court's approval of the Settlement, and obtaining entry of the
27 Judgment terminating the Actions. Class Counsel will request attorneys' fees from the Court in
28 an amount not to exceed 33.33% of the Gross Settlement Amount, or Six Hundred and Sixty-Six

1 Thousand and Six Hundred Dollars (\$666,600.00). Class Counsel will also request
2 reimbursement of costs incurred by Class Counsel's litigation and resolution of the Actions in an
3 amount up to Fifteen Thousand Dollars (\$15,000.00), subject to the Court's approval.

4 3. Class. "Class", "Class Members", "Settlement Class", or "Settlement Class
5 Members" shall mean all persons employed by any of the Defendants or Released Parties in a
6 Class Position, at any time during the Class Period.

7 4. Class Administrator. "Class Administrator" means ILYM Group, Inc., a third-
8 party professional class action claims administrator, jointly selected by the Parties and/or
9 appointed by the Court to perform the Class Administration Duties.

10 5. Class Administrator Declaration. "Class Administrator Declaration" shall mean a
11 declaration attesting, in detail, to the steps taken through the date of such declaration in
12 performing the Class Administration Duties, that the procedures contemplated in Sections II.5
13 through II.7 below are complete, and that the Class Administrator has all information needed to
14 perform any remaining Class Administration Duties, including calculation of the amounts of the
15 respective Eligible Class Member Shares.

16 6. Class Administration Costs. "Class Administration Costs" shall mean the fees and
17 expenses reasonably and necessarily incurred by the Class Administrator as a result of
18 performing the Class Administration Duties. Class Administration Costs shall be paid from the
19 Gross Settlement Amount. Based on an estimate provided by the Class Administrator based on
20 presently and reasonably available information, the Parties stipulate that Class Administration
21 Costs shall be up to Forty Three Thousand United States Dollars and Zero Cents (\$43,000.00).
22 Should any actual Class Administration Costs turn out to be less than the projected amount, the
23 Parties agree that the savings will be allocated to the Net Settlement Amount, to be distributed to
24 Eligible Class Members in proportion to their respective numbers of Eligible Class Member
25 Workweeks. Should any actual reasonable and necessary Class Administration Costs be more
26 than the above estimate amount, the Parties stipulate that the Class Administrator should be paid
27 such amounts, the Parties will apply to the Court for an adjustment, with any additional Class
28 Administration Costs to be paid from the Gross Settlement Amount, accompanied by a

1 corresponding reduction in another or other elements of the Gross Settlement Amount, to be
2 approved by the Court as part of Final Approval.

3 7. Class Administration Duties. “Class Administration Duties” shall mean the duties
4 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

5 8. Class Certification. “Class Certification” shall mean certification of the Class
6 pursuant to Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement
7 only, without prejudice to Defendants’ ability to oppose or otherwise challenge such certification,
8 except that Defendants shall not so oppose or otherwise challenge such certification for purposes
9 of performing Defendants’ duties under this Settlement, which include to make all reasonable
10 efforts to give such Settlement full force and effect.

11 9. Class Counsel. “Class Counsel” refers collectively to: Marcus J. Bradley (State
12 Bar No. 174156), Kiley L. Grombacher (State Bar No. 245960) and Lirit A. King (State Bar No.
13 252521) of Bradley/Grombacher, LLP, of 31365 Oak Crest Drive, Suite 240, Westlake Village,
14 California 91361; and Jeff Holmes (State Bar No. 100891) of Holmes Law Group, APC, of 1613
15 Chelsea Road, Suite 238, San Marino, California 91108.

16 10. Class Notice. “Class Notice” shall mean a notice to Class Members pursuant to
17 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in **Exhibit “B”**
18 hereto, and distributed by the Class Administrator in accordance with Section II.6 below.

19 11. Class Member Objection. “Class Member Objection” shall mean a Class
20 Member’s objection made pursuant to the provisions of Section II.7 below.

21 12. Class Member Objector. “Class Member Objector” shall mean a Class Member
22 who submits a Class Member Objection. A Class Member Objector shall not be considered an
23 Opt-Out unless he or she submits a valid Opt-Out Request.

24 13. Class Member Work Week. “Class Member Work Week” shall mean a Work
25 Week in which a Class Member was employed by and performed work for Defendants in
26 California in a Class Position during the Class Period. The Class Administrator shall thus
27 calculate the total number of Class Member Work Weeks accordingly. This settlement is based
28 on an estimated total of 260,677 Class Member Work Weeks from the beginning of the Class

1 Period through the date of mediation with mediator Tripper Ortman, Esq., held on July 23, 2021,
2 which amount Defendants have confirmed based on their records.

3 14. Class Period. “Class Period” shall refer to the time period from January 11, 2017
4 and continuing to the date of preliminary approval and the court’s order therein or until 120 days
5 from July 26, 2021, whichever is sooner.

6 15. Class Position. “Class Position” shall mean all current and former hourly non-
7 exempt persons who were employed by PrimeFlight within the State of California during the
8 Class Period, all current and former hourly non-exempt persons who were employed by Majestic
9 within the State of California during the Class Period, and all current and former non-exempt
10 hourly persons who were furnished by AppleOne to work at Majestic locations during the Class
11 Period.

12 16. Court. “Court” refers to the Superior Court of the State of California for the
13 County of San Bernardino, or any such further courts, arbitrators, or other judicial bodies that
14 may in the future obtain valid jurisdiction over the Action.

15 17. Date of Preliminary Approval. The “Date of Preliminary Approval” means the
16 day on which the Court signs and enters its order granting Preliminary Approval.

17 18. Defendants’ Counsel. “Defendants’ Counsel,” “Defense Counsel” or “Counsel for
18 Defendant” shall mean Fisher & Phillips LLP, 2050 Main Street, Irvine, California 92614, and
19 the attorneys in such firm including Collin D. Cook (State Bar No. 251606), Aaron M. Cargain
20 (State Bar No. 281336) and Albert C. Lin (State Bar No. 304808), counsel for PrimeFlight and
21 Majestic; and K.P. Roberts & Associates, APC, 6355 Topanga Canyon Boulevard, Suite 403,
22 Woodland Hills, California 91367, Kenneth Roberts (State Bar No. 74955), Ryan Tish (State Bar
23 No. 274284) and Kevin Kanooni (State Bar No. 292707), counsel for AppleOne.

24 19. Effective Date. “Effective Date” shall mean the date on which all of the following
25 have occurred:

26 (a) Full execution of this Agreement by all parties, and expiration of any
27 applicable revocable periods related to such signature;

28 ///

1 (b) All provisions of Rule 3.769 of the California Rules of Court have been
2 complied with;

3 (c) Entry by the Court of Preliminary Approval;

4 (d) Receipt by Defendant of written notice of such entry of Preliminary
5 Approval pursuant to the California *Code of Civil Procedure* and the California *Rules of Court*,
6 or Defendants' express waiver of such notice;

7 (e) Completion of all those Class Administration Procedures which this
8 Settlement dictates will take place in advance of the Final Approval Hearing;

9 (f) The Court setting and conducting a Final Approval Hearing pursuant to
10 Rule 3.769(g) of the California Rules of Court;

11 (g) Entry by the Court of an order of Final Approval of the Settlement and a
12 Judgement;

13 (h) Receipt by Defendants of written notice of such entry of Final Approval
14 and Judgement, or Defendant's express waiver of such notice;

15 (i) Final Approval has become Final. For purposes of this provision, "Final"
16 means:

17 (1) If no Class Member Objections are made and/or are made and
18 withdrawn, the date the Court enters its order granting Final Approval of the settlement and
19 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

20 (2) If any Class Member Objections are made and not withdrawn, and
21 if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of
22 Judgment;

23 (3) If rehearing, reconsideration, and/or appellate review of the
24 Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate
25 review have been exhausted and no further rehearing, reconsideration, or appellate review is
26 permitted, and the time for seeking such review has expired, and the Judgment has not been
27 modified, amended, or reversed in any way; or

28 ///

1 (4) if a Class Member Objector appeals from any ruling by the Court
2 overruling such objection in whole or in part, the date when the Court's order of Final Approval
3 and Judgment have been affirmed on appeal; and

4 (j) The existence of sufficient number of Eligible Class Members such that
5 the number of Class Members who, as of the date of the completion of all Class Administration
6 Procedures are not Eligible Class Members, does not exceed twenty percent (20%) of the total
7 Class Members. If the number of Class Members who are not Eligible Class Members exceeds
8 such percentage, then Defendants shall have the absolute right (but not the obligation) to deem
9 this Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Class
10 Administrator. If Defendants, within fourteen (14) days of the Class Administrator's written
11 notice to all Parties that the number of Class Members who are not Eligible Class Members
12 exceeds 20% of all Class Members, fail to advise the Class Administrator and Plaintiff's Counsel
13 in writing that they will withdraw from the Settlement, this circumstance will not determine the
14 Effective Date.

15 20. Eligible Class Member. "Eligible Class Member" means a Class Member who is
16 not an Opt-Out.

17 21. Eligible Class Member Share. "Eligible Class Member Share" shall mean the
18 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member.
19 Payment of Eligible Class Member Shares shall be subject to legally required withholdings,
20 deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be
21 voided and the equivalent amount will be paid out pursuant to Code of Civil Procedure section
22 384(b)(3) as follows: (1) 50% to Harriett Buhai Center for Family Law, and (2) 50% to the
23 Jenesse Center, Inc., as *cy pres* beneficiaries, subject to Court approval. The unclaimed funds
24 shall not revert back to the Defendants. As to the Plaintiff, the amount of their Eligible Class
25 Member Shares is in addition to any Court-approved Named Plaintiff's Enhancement.

26 22. Eligible Class Member Work Week. "Eligible Class Member Work Week" shall
27 mean a Class Member Work Week during which an Eligible Class Member worked in a Class
28 Position.

23. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week Rate” shall mean the amount calculated by the Class Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

24. Final Approval. “Final Approval” shall mean an order of the Court finally approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting Class Certification.

25. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California Rules of Court.

26. Gross Settlement Amount. “Gross Settlement Amount” means the maximum possible monetary amount that Defendants shall pay as a consequence of this Settlement, which is Two Million United States Dollars and Zero Cents (\$2,000,000.00), which shall be allocated as One Million Nine Hundred Eighty Thousand United States Dollars and Zero Cents (\$1,980,000.00) payable by PrimeFlight and/or Majestic, and Twenty Thousand United States Dollars and Zero Cents (\$20,000.00) payable by AppleOne.”

27. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule 3.769(h) of the California Rules of Court.

28. LWDA. The “LWDA” shall mean the California Labor and Workforce Development Agency.

29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to the Joint Stipulation, which shall be Seventy Five Thousand United States Dollars (\$75,000.00). This amount shall be deemed to be seventy-five percent (75%) of an overall amount of One Hundred Thousand United States Dollars (\$100,000.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such allocation, Twenty Five Thousand United States Dollars (\$25,000.00) shall be deemed part of the Net Settlement Fund and shall be accordingly distributed to the Eligible Class Members as a proportionate part of their Eligible Class Member Shares, proportionate to their number of Eligible Class Member Workweeks.

30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Twenty Five Thousand United States Dollars (\$25,000.00) referenced in Section I.29 above.

31. Named Plaintiff’s Enhancement. “Named Plaintiff’s Enhancement” shall mean the amount approved by the Court to be paid to Plaintiff Francisco Spagna in addition to his individual Eligible Class Member Shares, in consideration for his effort in coming forth as a class and PAGA representative, and in consideration for his General Release, as defined herein. The Parties agree that such amount shall be Fifteen Thousand United States Dollars (\$15,000.00), subject to the Court’s approval.

32. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund; and (d) the Named Plaintiff Enhancement.

33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class Administrator pursuant to Section II.6 below, containing the Class Notice, and any other accompanying documents required by this Settlement and/or Preliminary Approval.

34. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out Request.

35. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7 below.

36. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

37. PAGA Period. “PAGA Period” shall refer to the time period from December 17, 2019 and continuing to the date of preliminary approval and the Court’s order therein or until 120 days from the July 26, 2021, whichever is sooner.

38. PAGA Settlement Class. “PAGA Settlement Class” is defined as all current and former non-exempt hourly persons who were employed by PrimeFlight within the State of California during the PAGA Period, all current and former non-exempt hourly persons who were employed by Majestic within the State of California during the PAGA Period, and all current and

1 former non-exempt hourly persons who were furnished by AppleOne to work at Majestic
2 locations during the PAGA Period.

3 39. Party. “Party” shall mean, individually, one of the Parties, and each of them.

4 40. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court
5 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court,
6 granting conditional Class Certification for purposes of the Class Administration Procedures,
7 certifying Class Counsel, approving the form of Class Notice, establishing Class Administration
8 Procedures, and scheduling a Final Approval Hearing.

9 41. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall
10 mean the Qualified Settlement Fund established by the Class Administrator for the payment of
11 the Settlement Payment Amount.

12 42. Released Claims. The term “Released Claims” shall mean “any and all facts and
13 claims asserted in the Complaints in the Action, or any other claims, demands, obligations,
14 actions, causes of action, liabilities, penalties, guarantees, costs, damages, debts, promises,
15 agreements, attorneys’ fees, losses or expense, of whatever kind or nature, contingent or accrued,
16 known or unknown, suspected or unsuspected, filed or unfiled arising out of any known or
17 unknown fact, condition or incident, including but not limited to any claims that could have been
18 asserted in the Complaints in the Action, including but not limited to any and all claims for PAGA
19 penalties, for violations of the California Labor Code governing: meal periods and rest breaks;
20 maintaining required records; unpaid wages, including minimum wages, regular wages, overtime
21 and double time wages; reimbursement of business expenses; unlawful discounts and deductions;
22 wage statement violations, waiting time penalties and separation pay violations. This Release
23 shall include any and all claims that were raised, or that reasonably could have been raised, based
24 on the facts alleged in the Complaints in the Action for alleged violations of Labor Code §§ 201,
25 202, 203, 204, 224, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2802 and 6720, as well as all applicable IWC Wage
27 Orders, including but not limited to, IWC Wage Order 4-2001, and IWC Wage Order 9-2001, as
28 well as any and all claims for unfair business practices and violations of California Business and

Professions Code section 17200 *et seq.*”

The term “Released Claims” or “General Release,” as applied to the Named Plaintiff, shall refer to the Named Plaintiff’s additional general release of all claims, known or unknown as follows: Named Plaintiff releases Defendants, the Released Parties, and each of their respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, owners, managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant.

With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the General Release by Named Plaintiff does not constitute a waiver of any claims that cannot by law be waived, including claims for workers’ compensation, disability insurance, or unemployment insurance.

43. Released Parties. The term “Released Parties”, shall mean Defendants Majestic Terminal Services, Inc., PrimeFlight Aviation Services, Inc., and Industrial Apple, Inc. dba AppleOne, their parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs,

1 executors, administrators, principals, officers, directors, shareholders, employees, founders,
2 members, assigns, insurers, attorneys, and all other claiming through and by any of them.

3 44. Settlement Payment Amount. "Settlement Payment Amount" means the Gross
4 Settlement Amount, consisting of several elements including, without limitation: Eligible Class
5 Member Shares, Class Administration Costs, the Named Plaintiff Enhancement, the LWDA
6 Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'
7 portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to
8 government agencies and/or tax authorities in relation to any payments pursuant to this
9 Agreement.

10 45. Void Ab Initio. "Void Ab Initio" shall mean a circumstance in which this
11 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement
12 had never been entered into. Such circumstance will be deemed to exist only if any of the
13 following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially
14 breached this Agreement and either such breach cannot be cured, or after reasonable notice to
15 the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the
16 non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties
17 have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such
18 un-cured or un-curable breach is non-material; (c) conditions have become such (including, for
19 example, that the Court has refused to approve the Settlement) that the Effective Date has not
20 occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this
21 Agreement.

22 46. Work Week. "Work Week" shall mean a continuous period of seven (7) calendar
23 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period,
24 are also within the Class Period.

25 ///

26 ///

27 ///

28 ///

II. TERMS AND CONDITIONS OF THE SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Certification for Settlement Purposes Only. The Parties stipulate that Class Certification should be granted as to the Class for purposes of this Settlement only.

2. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiff does not stipulate that this Settlement represents the maximum extent of such relief to which he or the Class would be entitled if the Action were to be further litigated. Defendants do not stipulate that, should the Action be further litigated, Named Plaintiff and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiff nor Defendants admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

3. Confidentiality and Class Member Communications. Until Class Counsel files a Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class Members other than the Named Plaintiff only if such additional Class Members initiate contact with Class Counsel in such regard. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Class Administrator may take steps reasonably necessary to perform Class Administration Duties; (b) Class Counsel and Named Plaintiff may take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions

only, but may not disclose the terms of the Settlement on any firm publication or other public media. In the interest of permitting the Class Notice and administration process to function on its own, Named Plaintiff himself agrees not to discuss this Settlement with any Class Members or any other individuals except for their attorneys, financial representatives, accountants and/or spouse. Defendants agree not to discourage Class Members from, and agree not to encourage them to, exercise any of their rights or obligations pursuant to this Agreement. Defendants will instruct their officers, directors, managers and supervisors that that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers and supervisors should make no comment except by directing the employees to Defendants' administrators, who will be instructed to direct such Class Members to the Class Administrator and to provide such Class Members with contact information for the Class Administrator.

4. Preliminary Approval. As soon as possible following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

5. Class Administration Procedures – Class List. Within fourteen (14) days of Defendants' receipt of notice of entry of Preliminary Approval, Defendants shall cause to be delivered by email or otherwise to the Class Administrator a list of the Class Members that includes their names, last known home address(es), full social security numbers, dates of employment, all of which information shall be based upon Defendants' reasonably available business records and/or the best reasonably available personal knowledge of Defendants' employees and agents.

6. Class Administration Procedures – Notice to Class. Within ten (10) days after delivery of the information described in Section II.5 above, the Class Administrator will mail a Notice Packet to each Class Member via United States Mail, first class, postage pre-paid. Prior to such mailing, the Class Administrator will calculate the estimated Eligible Class Member

1 Shares of each respective Class Member, based upon an assumption that all Class Members will
2 become Eligible Class Members, that no Class Member Objections, Opt-Out Requests, or other
3 disputes pursuant to Section II.7 below will be submitted, and that no Class Members will be
4 added to the Class. The approximate amounts of such estimated Eligible Class Member Shares
5 will be disclosed on an individual basis in each Class Member's respective Class Notice, along
6 with the basis of the calculation of such shares in relation to the number of Class Member Work
7 Weeks for each such Class Member.

8 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator
9 shall promptly perform one "skip trace" or similar search and shall promptly re-mail the same
10 Notice Packet (or a true and correct copy thereof) to any new addresses disclosed by such search.
11 If the process set forth in this paragraph and any other procedures ordered by the Court are
12 followed, the Class Notice will be deemed to have been adequately provided to all Class
13 Members. In the event the procedures in the Agreement are followed and a Class Member,
14 nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class
15 Member, and will be deemed an Eligible Class Member, unless such intended recipient submits
16 a Class Member Objection or Opt-Out Request.

17 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,
18 and Disputes Concerning Class Member Status and Number of Class Member
19 Work Weeks

20 (a) *Class Member Objections – Filing and Service:* Any member of the
21 Settlement Class who wishes to make a Class Member Objection must give written notice to the
22 Class Administrator, with such notice being received by the Class Administrator within thirty
23 (30) days of mailing of the Notice Packets to the Class Members. Such written notice shall
24 contain the relevant Class Member's name, address, telephone number, and signature, as well as
25 a statement to the effect that the Class Member objects to the settlement, the basis and/or reason
26 for such objection.

27 ///

28 ///

1 (b) *Class Member Objections – Responses:* Upon receipt of any documents
2 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such
3 documents to Class Counsel and Defendants’ Counsel by e-mail and United States Mail.
4 Following receipt of such documents, Class Counsel and Defendants’ Counsel shall confer
5 regarding such documents purporting to be Class Member Objections. Class Counsel shall file
6 with the Court, in a separate document along with their motion for Final Approval, a joint
7 statement, not to exceed ten (10) pages, containing the Parties’ points and authorities in response
8 to such documents purporting to be Class Member Objections, along with copies of such Class
9 Member Objections. If the Parties’ responses differ in any respect, the jointly-held positions shall
10 be set forth in a separately entitled section, and the differently-held positions shall be set forth in
11 further separately-entitled sections of the joint response. The Parties may attach evidence to the
12 joint response, which shall not count toward the page limit. If the volume of documents
13 purporting to be Class Member Objections is sufficiently large such that ten (10) pages is
14 insufficient for the joint response, the Parties (or any of them) may apply to the Court for an
15 increase in the number of such pages. Should the Parties receive any untimely-filed, received, or
16 sent documents purporting to be Class Member Objections (or should the Parties receive them
17 less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may
18 file a further such joint response at any time prior to the Final Approval Hearing, but in any event
19 not later than ten (10) days after receiving such untimely documents.

20 (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to
21 make an Opt-Out Request must deliver written notice (to include the relevant Class Member’s
22 name, address, telephone number, and signature) to such effect to the Class Administrator, with
23 such notice being received by the Class Administrator within thirty (30) days of mailing of the
24 Notice Packets to the Class Members. Such written notice shall set forth a statement to the effect
25 that the Class Member does not wish to be part of, to be bound by, and/or to receive funds
26 pursuant to the Settlement. The Class Administrator shall give Class Counsel and Defendant’s
27 Counsel no less than weekly notice of the number of Class Members who have submitted Opt-
28 Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the

1 Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they
2 shall notify the Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10)
3 days of receiving such documents, and in so doing they shall state the factual and legal basis for
4 such dispute. Prior to the deadline for submitting its declaration described in Section II.8 below,
5 the Class Administrator shall make a determination as to the validity of the disputed Opt-Out
6 Requests, and shall set forth its determinations in such declaration. The Class Administrator's
7 decisions in such regard shall be final and binding.

8 (d) *Disputes Concerning Class Member Status*: Should any person who does
9 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class
10 Member, such person shall notify the Class Administrator, no later than thirty (30) days after the
11 Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall
12 forthwith send any such documents to Class Counsel and Defendants' Counsel via email and/or
13 United States Mail. Upon receipt of such notice, Defendants shall investigate the matter,
14 including with reference to their business records, and shall determine whether the person is a
15 Class Member. Then, within ten (10) days of receipt of such notice, Defendants shall notify the
16 Class Administrator and Class Counsel as to its determination of the person's status as a Class
17 Member. Defendants' determination in such regard shall control. If the person is determined to
18 be a Class Member, the Class Administrator shall mail that person a Notice Packet, whereupon
19 the same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes
20 Concerning Work Weeks set forth in this Agreement shall apply to such person.

21 (e) *Disputes Concerning Class Member Work Weeks*: The Class Notices sent
22 to each Class Member shall separately set forth that person's estimated number of Class Member
23 Work Weeks, which will be calculated based on Defendants' records. If for any reason a Class
24 Member disagrees with such estimate, such Class Member shall deliver written notice to such
25 effect to the Class Administrator, with such notice being received by the Class Administrator
26 within thirty (30) days of mailing of the Notice Packets to the Class Members. Such notice shall
27 set forth the Class Member's basis for such disagreement, including any and all documents
28 supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send

1 it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall
2 investigate the matter, including by examining its business records, and shall, within ten (10)
3 days of receiving notice, inform Class Counsel and the Class Administrator as to its
4 determination regarding the Class Member's number of Class Member Work Weeks. In the event
5 that the Class Member does not provide any supportive documentation, Defendants'
6 determination shall control. In the event that the Class Member does provide supportive
7 documentation, Defendants shall, within the same ten (10) day period, either notify the Class
8 Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding
9 his or her number of Class Member Work Weeks, or shall notify them that they dispute such
10 assertions, and shall provide the Class Administrator and Class Counsel with their proposed
11 determination, and the factual basis therefor, and any supporting documentation. The Class
12 Administrator shall then determine the Class Member's number of Class Member Workweeks,
13 and its determinations shall control.

14 (f) Named Plaintiff hereby agrees that he will not submit a Class Member
15 Objection or an Opt-Out Request. Any submissions by Named Plaintiff purporting to be a Class
16 Member Objection or an Opt-Out Request shall be null and void.

17 (g) No determinations by Defendants, the Class Administrator, the Court, or
18 any other person or entity pursuant to this Section II.7 shall have the effect of increasing the
19 amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any
20 Class Member as a result of the resolution of such disputes shall be made in conjunction with
21 and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member
22 Shares, with specific amounts to be determined by the Class Administrator.

23 8. Class Administration Procedures – Class Administrator Declaration. Within ten
24 (10) days of the expiration of all of the time periods provided for in Sections II.5 through II.7
25 above, the Class Administrator shall provide Class Counsel and Defendants' Counsel with the
26 Class Administrator Declaration. Should the Class Administrator be unable to provide the Class
27 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendants'
28 Counsel, who shall cooperate with the Class Administrator to forthwith remedy any such

1 inability.

2 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's
3 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen
4 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon
5 Defendants and the Class Administrator a motion for Final Approval, and shall include the Class
6 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the
7 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen
8 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts
9 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel
10 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will
11 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency
12 relief from the Court in the form of shortening of the time for filing and serving the Motion for
13 Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in
14 the seeking and obtaining of such relief.

15 10. Adjustments to Components of Gross Settlement Amount. This Agreement
16 contemplates that future adjustments to the amounts of components of the Gross Settlement
17 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
18 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
19 Such future adjustments shall not constitute a basis for this Settlement being Void *Ab Initio*, but
20 rather shall be accompanied by adjustments to other components of the Gross Settlement
21 Amount, to avoid any increase in the Gross Settlement Amount. Any adjustments having the
22 effect of increasing the Gross Settlement Amount shall, at Defendants' exclusive option, render
23 this Settlement Void *Ab Initio*.

24 11. Release. It is the desire of Plaintiff, each Eligible Class Member, and Defendants
25 to fully, finally, and forever settle, compromise, and discharge the claims asserted in the
26 Complaints and the Action. Each Eligible Class Member shall be deemed, as of the Effective
27 Date, to have provided and to be subject to the release of Released Claims against the Released
28 Parties as set forth herein.

1 Upon the funding of the Gross Settlement Amount, and in exchange for the consideration
2 set forth in this Agreement, the Plaintiff and Eligible Class Members shall fully release and
3 discharge the Released Parties from any and all Released Claims for the entire Class Period. This
4 release shall be binding on all Class Members who have not timely submitted a valid and
5 complete Opt-Out Request, including each of their respective attorneys, agents, spouses,
6 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to
7 the benefit of the Released Parties, who shall have no further or other liability or obligation to
8 any Settlement Class Member with respect to the Released Claims, except as expressly provided
9 herein.

10 All members of the PAGA Settlement Class, regardless of whether they submit timely
11 and valid Opt-Out Request from the Settlement Class, will release any and all claims under the
12 PAGA that could have been premised on the claims, causes of action or legal theories described
13 in the Complaints and the Action, including any and all Released Claims for the entire PAGA
14 Period. The State of California and the LWDA will also release all claims under the PAGA that
15 could have been premised on the claims, causes of action or legal theories described in the
16 Complaints and the Actions for the entire PAGA Period. Named Plaintiff additionally agrees
17 that as of the Effective Date, he will be deemed to have provided and to be subject to the General
18 Release in favor of the Released Parties as set forth herein.

19 12. Enforcement. This Agreement is enforceable pursuant to California Rule of Court
20 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the
21 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,
22 attorney's fees in connection with collection efforts or enforcement of the confidentiality
23 provisions of this Agreement; provided however, that the aggrieved Party shall be required to
24 give notice to the opposing Party and meet and confer regarding the alleged breach before filing
25 any motion, or application for enforcement of, this Agreement.

26 13. Taxation and Withholding; Settlement Checks.

27 (a) *Allocation.* The Parties agree that Twenty Percent (20%) of the Net
28 Settlement Amount shall be allocated to Form W-2 wages, and Eighty Percent (80%) to penalties

(including the LWDA Fund Remainder), interest, and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of this Settlement only. The Class Administrator will pay from the QSF each Eligible Class Members' shares of payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities. The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendants' reasonably available records. The Class Administrator shall provide reasonable notice to Defendants' Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendants shall undertake reasonable efforts to provide the Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee. Any necessary employer tax contributions resulting from issuance of the Settlement shall be deducted from the Net Settlement Amount. However, for the avoidance of doubt, AppleOne shall not be required to contribute any funds beyond its contribution of Twenty Thousand Dollars (\$20,000.00) towards this Settlement and the administration thereof.

(b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such

1 limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of
2 any transaction, including any transaction contemplated by this Agreement. Neither Class
3 Counsel nor Defendants or their Counsel will provide tax or financial advice, and Class Members
4 are advised to seek independent professional advice as to the tax or financial consequences of
5 any payment they receive, or may receive, as Class Members.

6 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall
7 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
8 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the
9 Eligible Class Members.

10 (d) *Non-Negotiated Instruments of Payment.* Any checks issued by the Claims
11 Administrator to Class Members (including those who timely and validly opted-out and are only
12 receiving a PAGA Share) shall be negotiable for one hundred and eighty (180) calendar days. If
13 a check is returned to the Claims Administrator, the Claims Administrator will make all
14 reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class
15 Member's settlement check is not cashed within one hundred and twenty (120) days after its
16 mailing, the Settlement Administrator will send the Class Member a letter or postcard informing
17 him or her that unless the check is cashed in the next sixty (60) days, it will expire and become
18 non-negotiable, and offering to replace the check if it was lost or misplaced but not cashed. Those
19 funds represented by checks returned as undeliverable and those checks remaining un-cashed for
20 more than one hundred and eighty (180) days after issuance will be voided and the equivalent
21 amount will be paid out pursuant to California *Code of Civil Procedure* section 384(b)(3) as
22 follows: (1) 50% to Harriett Buhai Center for Family Law, and (2) 50% to the Jenesse Center,
23 Inc., as *cy pres* beneficiaries, subject to Court approval. If the Court does not approve both *cy*
24 *pres* beneficiaries, and only approves one of the proposed *cy pres* recipients, the beneficiary shall
25 receive the entire *cy pres* amount. If neither of the proposed beneficiaries are approved, the
26 parties shall provide two additional *cy pres* beneficiaries for the Court's consideration.

27 ///

28 ///

14. Defendants' Payment of the Settlement Payment Amount. Upon the Effective Date, the Class Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund (QSF), and shall promptly notify Defendants' Counsel and Class Counsel by email that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund. The Class Administrator shall also advise Defendants as to any amounts Defendants will be required to pay for their respective portions of any payroll taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities as a result of this Settlement (hereinafter, "Defendants' Payroll Tax"), if any exist. Within thirty (30) business days of the Defendants' receipt of such notice from the Class Administrator, and provided that the Effective Date has occurred, Defendants shall make such payment, which will be exclusive of the Settlement Payment Amount. Within ten (10) days after all funds necessary to fully fund the Qualified Settlement Fund are in the accounts established by the Class Administrator and are available for disbursement, the Class Administrator shall disburse, pursuant to this Settlement and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named Plaintiff's Enhancement, the Class Administration Costs, and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Class Administrator shall also submit to the LWDA any information or documentation required for such disbursement, such as a copy of the Court's Final Approval Order. The Class Administrator shall promptly notify Class Counsel and Defendants' Counsel by email that such disbursements and submissions have been made.

15. Number of Class Members and Work Weeks. As of the date of mediation, Defendants certify that the approximate number of identified Work Weeks worked by Class Members during the Class Period is 260,677 Work Weeks and the total approximate number of Class Members is 6,206.

16. Cooperation and Reasonable Modifications. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of all

1 motions, papers and evidence necessary to do so, and refraining from causing or encouraging
2 directly or indirectly the submission of any objection to this Agreement, the submission of any
3 Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings
4 seeking review of any order or judgment contemplated by the Settlement. This Agreement
5 contemplates that the Court and the Parties may make reasonable modifications to the Agreement
6 in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such
7 modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate
8 to such reasonable modifications and take all necessary steps to give them effect. Any increase
9 in the Gross Settlement Amount shall not be deemed to be a reasonable modification, and shall
10 render this Agreement Void *Ab Initio* except upon signed, written agreement of Defendants.

11 17. Warranty of Authority. The undersigned each represent and warrant that each has
12 authority to enter into this Settlement, and that by doing so they are not in breach or violation of
13 any agreement with any third parties. The Parties further agree that the Actions shall be stayed
14 in all respects until the final payment called for by this Settlement is made pending the occurrence
15 or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval
16 and Final Approval.

17 18. Other Actions Enjoined. Defendants shall have the right to request, and Named
18 Plaintiff nor his Counsel will not oppose, that the Court enter an order that pending Final
19 Approval, Class Members who do not opt-out of the Settlement are barred from instituting or
20 prosecuting any claims or actions against the Released Parties which fall within the definition of
21 the Released Claims and that any pending actions against the Released Parties, whether in court
22 or arbitration, are stayed on an interim basis only as to any claims which fall within the definition
23 of the Released Claims.

24 19. Notices to Counsel. All notices, requests, demands and other communications
25 required or permitted to be given pursuant to this Agreement shall be in writing and shall be
26 delivered personally or mailed, postage prepaid, by first-class United States mail, to the
27 undersigned persons at their respective addresses as set forth herein (and, to the extent notice by
28 email is called for, the below email addresses shall be used:

Counsel for Plaintiff:	Counsel for Defendants:
MARCUS J. BRADLEY, SBN 174156 Email: mbradley@bradleygrombacher.com KILEY L. GROMBACHER, SBN 245960 Email: kgrombacher@bradleygrombacher.com LIRIT A. KING, SBN 252521 Email: lking@bradleygrombacher.com BRADLEY GROMBACHER, LLP 31365 Oak Crest Drive, Suite 240 Westlake Village, California 91361 Telephone: (805) 270-7100	COLLIN D. COOK, SBN 251606 Email: ccook@fisherphillips.com AARON M. CARGAIN, SBN 281336 Email: acargain@fisherphillips.com ALBERT C. LIN, SBN 304808 Email: alin@fisherphillips.com FISHER & PHILLIPS LLP One Embarcadero Center, Suite 2050 San Francisco, California 94111-3712 Telephone: (415) 490-9000 Counsel for Defendants, Majestic Terminal Services, Inc. and PrimeFlight Aviation Services
JEFF HOLMES, SBN 100891 Email: jeffholmesjh@gmail.com HOLMES LAW GROUP, APC 87 N. Raymond Ave., Pasadena, California 91103 Telephone: (800) 379-0719	KENNETH P. ROBERTS, SBN 74955 Email: kroberts@kprlawinc.com RYAN P. TISH, SBN 274284 Email: rtish@kprlawinc.com Kevin Kanooni, SBN 292707 Email: kkanooni@kprlawinc.com K.P. ROBERTS & ASSOCIATES, APC 6355 Topanga Canyon Boulevard, Suite 403 Woodland Hills, CA 91367-2102 Telephone: (818) 888-3553 Counsel for Defendant, Industrial Apple Inc., dba AppleOne

20. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

21. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no

representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

22. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

23. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including .pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Respectfully submitted,

DATE: September 28, 2021

PLAINTIFF

DocuSigned by:



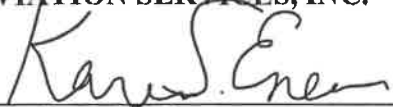
By:

DD8C3E8DB52A40F
FRANCISCO A. SPAGNA

DATE: September 28, 2021

DEFENDANTS MAJESTIC TERMINAL SERVICES, INC. and PRIMEFLIGHT AVIATION SERVICES, INC.

By:


KAREN S. ENEAS

DATE: September __, 2021

DEFENDANT INDUSTRIAL APPLE, INC. dba APPLEONE

By:

MICHAEL A. HOYAL

[ADDITIONAL SIGNATURES FOLLOW]

1 DATE: September 24, 2021

BRADLEY/GROMBACHER LLP

DocuSigned by:

Marcus Bradley

2
3 By:

4 **MARCUS BRADLEY**
5 **KILEY GROMBACHER**
6 Attorneys for Plaintiff and the Putative Class and
7 Aggrieved Employees

8 DATE: September __, 2021

FISHER & PHILLIPS LLP

9 By:

10 **COLLIN D. COOK**
11 **AARON M. CARGAIN**
12 **ALBERT C. LIN**
13 Attorneys for Defendants,
14 **MAJESTIC TERMINAL SERVICES, INC. and**
15 **PRIMEFLIGHT AVIATION SERVICES, INC.**

16 DATE: September 27, 2021

K.P. ROBERTS & ASSOCIATES, APC

17 By:

18 *K.P. Roberts*
19 **KENNETH P. ROBERTS**
20 **KEVIN KANOONI**
21 **RYAN TISH**
22 Attorneys for Defendant,
23 **INDUSTRIAL APPLE, INC. dba APPLEONE**

1 DATE: September __, 2021

BRADLEY/GROMBACHER LLP

2
3 By:

MARCUS BRADLEY
KILEY GROMBACHER
Attorneys for Plaintiff and the Putative Class and
Aggrieved Employees

4
5
6 DATE: September 28, 2021

FISHER & PHILLIPS LLP

7
8 By:


COLLIN D. COOK
AARON M. CARGAIN
ALBERT C. LIN
Attorneys for Defendants,
MAJESTIC TERMINAL SERVICES, INC. and
PRIMEFLIGHT AVIATION SERVICES, INC.

9
10
11
12 DATE: September __, 2021

K.P. ROBERTS & ASSOCIATES, APC

13
14 By:

KENNETH P. ROBERTS
KEVIN KANOONI
RYAN TISH
Attorneys for Defendant,
INDUSTRIAL APPLE, INC. dba APPLEONE

representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

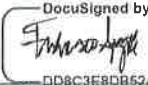
22. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

23. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including .pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Respectfully submitted,

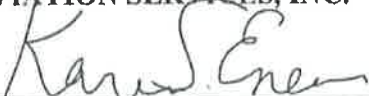
DATE: September __, 2021

PLAINTIFF

By:  DocuSigned by:
DD8C3E8DB63A40F
FRANCISCO A. SPAGNA

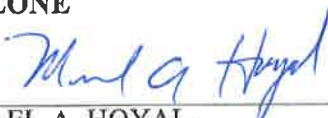
DATE: September 28, 2021

DEFENDANTS MAJESTIC TERMINAL SERVICES, INC. and PRIMEFLIGHT AVIATION SERVICES, INC.

By: 
KAREN S. ENEAS

DATE: September 30, 2021

DEFENDANT INDUSTRIAL APPLE, INC. dba APPLEONE

By: 
MICHAEL A. HOYAL
MICHAEL A. HOYAL
CFO

[ADDITIONAL SIGNATURES FOLLOW]