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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID GARLAND BOWEN, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

IMPERIAL PIPE SERVICES, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV08382

Assigned For All Purposes To The Honorable
William F. Highberger, Department 10

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

Date Action Filed: March 2, 2021
Trial Date: None set

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Action Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff DAVID GARLAND BOWEN, (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and IMPERIAL PIPE SERVICES, INC., formerly known as IMPERIAL PIPE SERVICES, LLC, (“Defendant”) (collectively, the “Parties”). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby covenant and agree as follows:

RECITALS

1. On March 2, 2021, Plaintiff initiated this putative class action by filing a Complaint in the California Superior Court for the County of Los Angeles, Case No. 21STCV08382 (the “Action”) on behalf of himself and all current and former non-exempt employees who worked in California from March 2, 2017, to present. The action is currently proceeding on Plaintiff’s First Amended Complaint, which asserts the following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods and pay meal period premiums; (4) failure to provide compliant rest periods and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay all wages upon termination; (7) failure to provide accurate wage statements; (8) unfair business practices; and (9) civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Lab. Code, § 2698, et seq. (the “Operative Complaint”).

2. Defendant denies all material allegations set forth in the Operative Complaint and this Action and has asserted numerous affirmative defenses.

3. The Parties have investigated the facts and analyzed the relevant legal issues with regard to the claims and defenses in the Action. Plaintiff’s Counsel’s investigation included, *inter alia*, the exchange of information pursuant to informal discovery methods and review of numerous corporate policies and practices. Based on their investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit.

4. On January 27, 2022, the Parties participated in mediation before Steven A. Rottman, Esq. (the “Mediator”), a respected mediator for wage and hour class actions. The settlement

1 discussions were conducted at arm's-length, and the settlement is the result of an informed and detailed
2 analysis of Defendant's potential liability of total exposure in relation to the costs and risks associated
3 with continued litigation. Based on the documents produced, as well as Plaintiff's Counsel's own
4 independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believe that
5 the settlement with Defendant for the consideration and on the terms set forth in this Settlement
6 Agreement is fair, reasonable, and adequate, and is in the best interest of the putative Class Members
7 in light of all known facts and circumstances, including the risk of significant delay and uncertainty
8 associated with litigation and various defenses asserted by Defendant.

9 5. In the interest of avoiding further litigation, the Parties agree to fully and finally and
10 forever settle and dispose of all actual or potential claims by the putative Class Members. This
11 Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf
12 of all others similarly situated, and Defendant, and is subject to the terms and conditions hereof, and
13 to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered
14 into solely for the purpose of compromising significantly disputed claims and that nothing herein is an
15 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
16 approved, it will be of no force or effect, and the Parties shall be returned to their original respective
17 positions.

18 6. The Settlement Class includes all current and former hourly non-exempt persons
19 employed by Defendant in the State of California between March 2, 2017, through March 31, 2022,
20 or the date of preliminary approval of the settlement, whichever is sooner. Defendant represents the
21 number of putative Class Members to be approximately eighty nine (89) as of the date such information
22 was provided to Plaintiff's Counsel.

23 **DEFINITIONS**

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

26 8. "Action" means *David Garland Bowen v. Imperial Pipe Services, LLC*, filed on March
27 2, 2021, in Los Angeles County Superior Court, Case No. 21STCV08382.

28 9. "Attorneys' Fees and Costs" means such award of attorneys' fees as may be approved

1 by the Court for Class Counsel's litigation and resolution of this Action, and all costs incurred and to
2 be incurred by Class Counsel in the Action, including, but not limited to, costs associated with
3 documenting the Settlement, securing the Court's approval of the Settlement, administering the
4 Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts.

5 10. "Class Counsel" means Moon & Yang, APC, which will seek to be appointed counsel
6 for the Settlement Class.

7 11. "Class List" means a complete list of all putative Class Members that Defendant will
8 diligently and in good faith compile from its records and provide to the Settlement Administrator
9 within twenty (20) calendar days after the Court's Preliminary Approval of this Settlement. The Class
10 List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each putative
11 Class Member's full name; last known address; Social Security Number; and dates of employment.

12 12. "Class Member(s)" or "Settlement Class" means all current and former hourly non-
13 exempt persons employed by Defendant in the State of California between March 2, 2017, through
14 March 31, 2022, or the date of preliminary approval of the settlement, whichever is sooner.

15 13. "Class Period" means the period from March 2, 2017, through March 31, 2022, or the
16 date of preliminary approval of the settlement, whichever is sooner.

17 14. "Class Representative" means Plaintiff David Garland Bowen ("Bowen"), who will
18 seek to be appointed as the representative for the Settlement Class.

19 15. "Plaintiff" means David Garland Bowen, who may also be referred to herein as the
20 Class Representative.

21 16. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
22 in recognition of his effort and work in prosecuting the Action on behalf of the putative Class Members
23 and negotiating the Settlement, at no additional cost to Defendant and subject to Court approval.

24 17. "Defendant" means Imperial Pipe Services, Inc., formerly known as Imperial Pipe
25 Services, LLC.

26 18. "Effective Date" means either (a) the date sixty (60) calendar days after the entry of
27 Final Judgment and Order Approving Settlement, if no motions for reconsideration and no appeals or
28 other efforts to obtain review have been filed, or (b) in the event a motion for reconsideration, an appeal

1 or other effort to obtain review of the Final Judgment and Order Approving Settlement, the date sixty
2 (60) calendar days after such reconsideration, appeal or review has been finally concluded and is no
3 longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

4 19. "Individual Settlement Payment" means each Participating Class Member's share of the
5 Net Settlement Amount, to be distributed to the Participating Class Members.

6 20. "Maximum Settlement Amount" means the maximum settlement amount of Four
7 Hundred Ninety Thousand Dollars (\$490,000.00) to be paid by Defendant in full satisfaction of all
8 claims arising from the Action, which includes all attorneys' fees, costs, the enhancement award,
9 payments pursuant to PAGA, and claims administration expenses. In no event will Defendant be liable
10 for more than the Maximum Settlement Amount, unless the escalator clause, described in
11 Paragraph 46, is triggered. No portion of the Maximum Settlement Amount shall revert to Defendant.
12 Defendant's share of any Employer Taxes to be paid in connection with the settlement (e.g. FICA,
13 FUTA, payroll taxes, and/or any similar tax or charge – collectively "Employer Taxes") shall be paid
14 in addition to the Maximum Settlement Amount. The Settlement Administrator will then be
15 responsible for making appropriate deductions, reporting obligations, and issuing the individual
16 settlement awards.

17 21. "LWDA Payment" means the amount that the Parties have agreed to pay to the
18 California Labor and Workforce Development Agency ("LWDA") for resolution of the claims for civil
19 penalties alleged pursuant to PAGA, and which are included in the Released Claims.

20 22. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
21 remaining after deduction of all attorneys' fees, costs, enhancement award, the amount attributable to
22 payments pursuant to PAGA, and claims administration expenses. The Net Settlement Amount will
23 be distributed to Participating Class Members.

24 23. "Notice of Objection" means a Participating Class Member's valid and timely written
25 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a)
26 the case name and number; (b) the objector's full name, signature, address, telephone number and the
27 last four digits of the objector's Social Security number; (c) a written statement of all grounds for the
28 objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or

1 other documents upon which the objection is based; (e) the identity of the objector's counsel, if the
2 objector is represented by counsel; and (f) whether the objector wishes to be heard at the Final
3 Approval Hearing.

4 24. "Notice Packet" means the Notice of Class Action Settlement and Mailing Envelope.

5 25. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either Plaintiff
6 or Defendant.

7 26. "Participating Class Members" means all Class Members who do not submit a Request
8 for Exclusion.

9 27. "Preliminary Approval" means the Court order granting preliminary approval of the
10 Settlement Agreement.

11 28. "Qualified Settlement Account" means a qualified settlement fund account established
12 by the Settlement Administrator into which Defendant will make a one-time deposit of Four Hundred
13 Ninety Thousand Dollars (\$490,000.00) for payment of all Court-approved and claimed amounts from
14 the Maximum Settlement Amount.

15 29. "Released Claims" include all claims, debts, liabilities, demands, obligations, damages,
16 and actions or causes of action of any kind, arising under state, federal or local law, whether statutory,
17 common law, or administrative law, at any time during the Class Period, that were or could have been
18 asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in
19 the course of the Action, including (without limitation), claims for failure to failure to pay minimum or
20 overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure
21 to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting
22 employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage
23 statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3,
24 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage
25 Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and
26 the federal Fair Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for injunctive relief,
27 punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties),
28 interest, fees, and costs). As to federal claims arising under the FLSA that could have been pleaded

1 based on the facts pleaded in the Operative Complaint, such claims shall not be released unless and until
2 a Participating Class Member signs their settlement check, which will constitute consent to opt into the
3 release of all FLSA claims that could have been pleaded based on the facts pleaded in the Operative
4 Complaint.

5 30. "Released Claims Period" means the period from March 2, 2017, through March 31,
6 2022, or to the date where the Court preliminarily approves the settlement, whichever is sooner.

7 31. "Released Parties" means Defendant Imperial Pipe Services, INC. formerly known as
8 IMPERIAL PIPE SERVICES, LLC, and its past, present, and future parents, subsidiaries, divisions,
9 affiliates, predecessors, successors, and assigns, and each of their past, present, and future
10 shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives,
11 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other
12 individual or entity which could be liable for any of the Released Claims.

13 32. "Request for Exclusion" means a timely letter submitted by a Class Member indicating
14 a request to be excluded from the settlement. The Request for Exclusion must: (a) include the case
15 name and number; (b) contain the full name, address, telephone number, and the last four digits of the
16 Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class
17 Member does not wish to be included in the settlement; (d) be signed by the Class Member; (e) be
18 returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile
19 number; and (f) be postmarked or faxed on or before the Response Deadline. The date of the fax or
20 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
21 for Exclusion has been timely submitted. A Class Member who does not request exclusion from the
22 settlement will be deemed a Participating Class Member and will be bound by all terms of the
23 settlement, if the settlement is granted final approval by the Court.

24 33. "Response Deadline" means the deadline by which Class Members must postmark to
25 the Settlement Administrator a valid Request for Exclusion or Notice of Objection. The Response
26 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the
27 Settlement Administrator, unless the 60th falls on a Sunday or Federal holiday, in which case the
28 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under

no circumstances, other than circumstances described in Paragraph 56, will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

34. “Settlement Administrator” means ILYM Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement pursuant to the terms of this Agreement, the Class Notice, the Preliminary Approval Order, and the Judgment, including, without limitation, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administrator shall agree to confidentiality terms as may be required by Defendant regarding personnel and payroll data provided to the Settlement Administrator and shall work with Class Counsel and Counsel for Defendant to implement and administer appropriate fraud-prevention policies. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” means the costs approved by the Court to be paid to the Settlement Administrator for administering this Settlement. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the settlement. The Settlement Administration Costs are currently estimated to be Six Thousand Eight Hundred Ninety Dollars (\$6,890.00).

36. “Work Weeks” means the number of weeks worked by Class Members in California during the Class Period, which shall be calculated by the Settlement Administrator based on the start and end dates of each individual’s employment during the Class Period as maintained by Defendant. Class Members may dispute the number of Work Weeks they worked during the Class Period by submitting a written Work Weeks dispute to the Settlement Administrator, which should include the Class Member’s (a) full name, signature, address, telephone number, and the last four digits of the Class

1 Member's Social Security number; (b) the number of Work Weeks the Class Member contends is correct;
2 and (c) any evidence supporting the Class Member's contention.

3 37. "Work Week Value" means the value of each compensable Work Week, as determined
4 by the formula set forth herein.

5 **STIPULATION OF CLASS CERTIFICATION**

6 38. The Parties stipulate to the certification of this Settlement Class for settlement purposes
7 only. This Agreement is contingent upon preliminary and final approval by the Court, and certification
8 of the Settlement Class is only for purposes of Settlement. If, for any reason, the Settlement does not
9 become final, any certification of any Settlement Class will be vacated and the Parties will be returned
10 to their positions with respect to the Action as if the Agreement had not been entered into. Should the
11 Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate
12 provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be
13 admissible in connection with, the issue of whether a class should be certified in a non-settlement
14 context. Defendant expressly reserves the right to oppose class certification and/or proactively move
15 to deny certification should this Settlement be reversed on appeal or otherwise not become final.
16 Defendant does not consent to certification of the Settlement Class or any class for any purpose other
17 than to effectuate the Settlement of this Action.

18 **TERMS OF AGREEMENT**

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

21 40. Funding of the Settlement Amount. Within five (5) business days after the Effective
22 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be
23 paid by Defendant pursuant to the terms of the Settlement. Within fifteen (15) business days of the
24 Effective Date, Defendant will make a one-time deposit of Four Hundred Ninety Thousand Dollars
25 (\$490,000.00), plus applicable Employer Taxes, for payment of all Court-approved and claimed
26 amounts from the Maximum Settlement Amount into a Qualified Settlement Account to be established
27 by the Settlement Administrator. Within five (5) business days of the funding of the Maximum
28 Settlement Amount, the Settlement Administrator will issue payments to (a) Participating Class

Members; (b) the Labor and Workforce Development Agency (“LWDA”); (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the settlement.

41. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees up to thirty three percent (33%) of the Maximum Settlement Amount, or One Hundred Sixty Three Thousand and Three Hundred Thirty Three Dollars and Thirty Three Cents (\$163,333.00) and reasonable Costs and expenses not to exceed Fifteen Thousand Dollars (\$15,000.00), subject to Court approval. The Attorneys’ Fees and Costs Award shall represent payment for all claims for Class Counsel’s attorneys’ fees and costs, past and future, incurred in the Action. The Attorneys’ Fees and Costs Award shall be paid from the Maximum Settlement Amount, and Defendant shall not otherwise be required to pay for any portion of Plaintiff’s or the Class Members’ attorneys’ fees, costs, or expenses. The Attorneys’ Fees and Costs Award shall be paid to Class Counsel as provided for in Paragraph 40 hereof. Any amounts of attorneys’ fees and costs applied for but not awarded by the Court to Class Counsel shall revert back into the Net Settlement Amount. An award by the Court of attorneys’ fees or costs that is less than the amounts applied for will not be grounds for Plaintiff or Class Counsel to challenge or withdraw from the Settlement.

42. Class Representative Enhancement Payment. In exchange for a general release of all claims, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members and negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Class Representative Enhancement Payment up to Seven Thousand Five Hundred Dollars (\$7,500.00), subject to Court approval. The Class Representative Enhancement Payment will be in addition to Plaintiff’s Individual Settlement Payment as a Participating Class Member paid pursuant to the Settlement.

a. **Plaintiff’s General Release.** Plaintiff hereby fully and finally releases and discharges the Released Parties from any and all of the Released Claims and from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may hereafter claim to have against

1 the Released Parties arising out of, or relating in any way to, the Plaintiff's hiring
2 by, employment with, separation of employment with, or otherwise relating to
3 the Released Parties (collectively with Released Claims, "Plaintiff's Released
4 Claims"), arising or accruing through the Released Claims Period. The
5 Plaintiff's Released Claims include, but are not limited to, claims arising from
6 or dependent on the California Labor Code; the Wage Orders of the California
7 Industrial Welfare Commission; California Business and Professions Code §
8 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't
9 Code § 12900 et seq.; the California common law of contract and tort; Title VII
10 of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C.
11 § 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29
12 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and
13 the Portal to Portal Act, 29 U.S.C. § 251 et seq.

14 b. To effect a full and complete general release as described above, Plaintiff
15 expressly waives and relinquishes all rights and benefits of section 1542 of the
16 Civil Code of the State of California, and does so understanding and
17 acknowledging the significance and consequence of specifically waiving section
18 1542. Section 1542 of the Civil Code of the State of California states as follows:

19 i. **A general release does not extend to claims that the creditor or**
20 **releasing party does not know or suspect to exist in his or her favor**
21 **at the time of executing the release and that, if known by him or her,**
22 **would have materially affected his or her settlement with the debtor**
23 **or released party.**

24 c. Thus, notwithstanding the provisions of section 1542, and to implement a full
25 and complete release and discharge of the Released Parties, Plaintiff expressly
26 acknowledges this Settlement Agreement is intended to include in its effect,
27 without limitation, all claims Plaintiff does not know or suspect to exist in
28

Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

d. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payment to the Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. No benefit, including but not limited to 401K benefits, shall increase or accrue as a result of any payment as a result of this Settlement. Any portion of the Class Representative Enhancement Payment applied for but not awarded by the Court to Plaintiff shall be added to the Net Settlement Amount for the benefit of Participating Class Members. An award by the Court of a Class Representative Enhancement Payment that is less than the amount applied for will not be grounds for Plaintiff or Class Counsel to challenge or withdraw from the Settlement.

43. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated to be Six Thousand Eight Hundred Ninety Dollars (\$6,890.00). These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

44. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Twenty Five Thousand Dollars (\$25,000.00) from the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) of this sum will be paid to the LWDA and 25%, *i.e.*, Six Thousand Two Hundred Fifty Dollars

1 (\$6,250.00), will be distributed to Participating Class Members as part of the Net Settlement Amount.
2 For purposes of this Settlement Agreement only, and not as an admission of liability otherwise, the
3 Parties stipulate that all Participating Class Members are “aggrieved employees” for purposes of
4 distributing the \$6,500.00.

5 45. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
6 Settlement Payments to Participating Class Members from the Settlement Class in accordance with
7 the terms of this Agreement.

8 46. Escalator Clause. If it is later determined that the number of workweeks is more than
9 10% greater than the 8,865 estimated by Defendant at the time of the Parties’ informal pre-mediation
10 exchange of information, then Defendant shall, in its sole discretion, have the option to either: (1) de-
11 escalate the Settlement so that the Class Period ends on the date that the workweek count totals 9,752;
12 or (2) permit the Class Period to be increased proportionally by the workweeks worked in excess of
13 9,752 multiplied by the workweek value.

14 47. Non-reversionary Settlement. No portion of the Maximum Settlement Amount will
15 revert to Defendant.

16 48. Individual Settlement Payment Calculations. Individual Settlement Payments will be
17 calculated and apportioned from the Net Settlement Amount based on the number of Work Weeks a
18 Participating Class Member worked during the Class Period. Specific calculations of Individual
19 Settlement Payments will be made as follows:

20 a. The Settlement Administrator will calculate the number of Work Weeks worked
21 by each Participating Class Member (“Individual Work Weeks”) during the Class Period, the amount
22 to be paid per Work Week, and the individual settlement awards to eligible Participating Class
23 Members.

24 b. Defendant’s employee data will be presumed to be correct, unless a particular
25 Class Member proves otherwise to the Settlement Administrator by credible evidence. All Work Week
26 disputes will be resolved and decided by the Settlement Administrator, and the Settlement
27 Administrator’s decision on all Work Week disputes will be final and non-appealable.

28 c. The individual settlement awards will be determined by dividing the Net

1 Settlement Amount by the total number of Work Weeks for all Participating Class Members, resulting
2 in the Work Week Value, and then multiplying the Work Week Value by the number of Work Weeks
3 worked by each Participating Class Member.

4 49. Settlement Awards Do Not Trigger Additional Benefits. Defendant shall fully
5 discharge its obligations to Plaintiff and the Participating Class Members through the remittance of
6 the Maximum Settlement Amount to the Settlement Administrator, regardless of whether the checks
7 representing individual settlement awards are actually received and/or negotiated by Participating
8 Class Members. Once Defendant has remitted the Maximum Settlement Amount in accordance with
9 this Settlement Agreement, it will be deemed to have satisfied all terms and conditions under this
10 Agreement, shall be entitled to all protections afforded to it under this Settlement Agreement, and shall
11 have no further obligations under the terms of the Agreement, regardless of what occurs with respect
12 to the further administration of the Settlement. It is expressly understood and agreed that the receipt
13 of such individual settlement awards will not entitle any Participating Class Member to additional
14 compensation or benefits under any company bonus, contest or other compensation or benefit plan or
15 agreement in place during the period covered by the Settlement, nor will it entitle any Participating
16 Class Member to any increased retirement, 401K benefits or matching benefits, or deferred
17 compensation benefits. It is the intent of this Settlement that the individual settlement awards provided
18 for in this Settlement are the sole payments to be made by Defendant to the Participating Class
19 Members, and that the Participating Class Members are not entitled to any new or additional
20 compensation or benefits as a result of having received the individual settlement awards
21 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
22 that might have been in effect during the period covered by this Settlement).

23 50. Settlement Administration Process. The Parties agree to cooperate in the administration
24 of the settlement and to make all reasonable efforts to control and minimize the costs and expenses
25 incurred in administration of the Settlement. Without prejudice to any other remedies, the Settlement
26 Administrator shall hold Defendant harmless from and against all liabilities, claims, causes of action,
27 costs, and expenses (including legal fees and expenses) arising out of any failure to timely or properly
28 compensate Participating Class Members as provided for in this Agreement. No person shall have any

claim against any of the Released Parties, Counsel for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

51. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The information Defendant provides to the Settlement Administrator shall be used solely to administer the terms of the Agreement as described herein, shall remain confidential, and shall not be disclosed to anyone, except pursuant to the express written authorization of Defendant or the individual in question, by order of the Court, or to the extent necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

52. Notice by First-Class U.S. Mail. Within twenty (20) business days of receiving the Class List, the Settlement Administrator will: (i) perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes and (ii) . mail via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List a Notice Packet in Spanish and English which shall be translated into Spanish by the Settlement Administrator. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of Work Weeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) information regarding disputing Work Weeks, Requests for Exclusion, or Notice of Objections; (h) the deadlines by which the Class Member must fax or postmark dispute of Work Weeks, Requests for Exclusions, or Notice of Objections to the Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. For every Class Member where the Notice Packet is returned after mailing with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. For every Class Member where the Notice Packet is returned after mailing without a forwarding address, the Settlement Administrator shall perform one "skip trace" search in a consumer information database comparable to Accurant in an effort to locate a current address. It shall

1 be presumed that each Class Member whose Notice Packet is not returned to the Settlement
2 Administrator as undeliverable within the 60-day notice period has actually received the Notice Packet.
3 The Response Deadline for any Settlement Class Member who is re-mailed a Notice Packet shall be
4 extended fifteen (15) calendar days from the date of the re-mailing or the original sixty (60) calendar
5 day deadline, whichever is later. If the Response Deadline for any Class Member is later than the original
6 60-day notice period, the Settlement Administrator shall include a letter with the Notice Packet advising
7 the Class Member of the adjustment to the Response Deadline. There will not be a claim process
8 requirement and, as such, Class Members will not receive nor will they be required to submit a claim
9 form to receive their individual settlements.

10 53. Disputed Information on Notice Packets. Class Members will have an opportunity to
11 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
12 number of Work Weeks to which they have been credited or the amount of their Individual Settlement
13 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
14 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will
15 be presumed determinative. However, if a Class Member produces evidence to the contrary, the
16 Parties will evaluate the evidence submitted by the Class Member and the Settlement Administrator
17 will make the final decision as to the number of eligible Work Weeks that should be applied and/or
18 the Individual Settlement Payment to which the Class Member may be entitled. Class Members shall
19 have until the Response Deadline to provide evidence to the Settlement Administrator demonstrating
20 that the number of Work Weeks to which they have been credited is incorrect.

21 54. Time for Objections. The Class Members will then have sixty (60) days in which they
22 must postmark and send written notice to the Settlement Administrator of their decision to object in
23 writing to the Settlement.

24 55. Settlement Checks. The expiration date on the settlement checks will be one hundred
25 and eighty (180) calendar days from the date the settlement checks are issued. If a Participating Class
26 Member or PAGA Member does not cash his or her check within one hundred eighty (180) days, the
27 check will be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds
28 associated with such cancelled checks will be transmitted to Legal Aid for Work. The Parties each

1 represent that they do not have any significant affiliation or involvement with the proposed cy pres
2 recipient. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax
3 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
4 due to the cancellation of any Individual Settlement Payment checks. To the extent that the Settlement
5 Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to
6 taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding
7 associated with cancelled Individual Settlement Payments, all such amounts shall also be transmitted to
8 Legal Aid for Work. Settlement Class Members whose Individual Settlement Payment checks are
9 cancelled shall, nevertheless, be bound by this Settlement Agreement.

10 56. Request for Exclusion Procedures. Any Class Member wishing to be excluded from
11 the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the
12 Settlement Administrator within the Response Deadline. The date of fax or the postmark on the return
13 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
14 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
15 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
16 timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making
17 any objection to the Settlement Agreement.

18 57. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
19 Member who does not affirmatively Request Exclusion from the Settlement Agreement by submitting
20 a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining
21 to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final
22 approval to the Settlement. The entry of a final order approving settlement of this Action and Judgment
23 which discharges Defendant and Released Parties from liability for any and all of the Released Claims
24 shall have a *res judicata* effect and bar Plaintiff and Class Members who did not submit a timely and
25 valid Request for Exclusion from bringing any actions or claims asserting the Released Claims.

26 58. Written Objection Procedures. To object to the Settlement Agreement in writing, a
27 Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before
28 the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all

information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in writing in the specific and technical manner specified above will be deemed to have waived all written objections to the Settlement, and will be foreclosed from making written objections and seeking any adjudication or review of such written objections, whether by appeal or otherwise, to the Settlement Agreement. Aside from these procedures governing written objections, the Court will otherwise control the acceptance of objections prior to or at the final approval hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

59. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Settlement Class who have submitted a dispute of Work Weeks; (b) the number of Class Members who have submitted valid Requests for Exclusion or Notice of Objections; and (c) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

60. Employer Taxes. In accordance with this Settlement, the transfer of the Gross Settlement approved by the Court shall, to the fullest extent possible, resolve, satisfy and completely extinguish all of Defendant's liability with respect to the Settlement Class except that Defendant shall solely be responsible for the Employer Taxes. Upon the transfer of funds to the Settlement Administrator, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Settlement Class.

61. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff and Class Counsel will file a Satisfaction of Judgment

1 within ten (10) calendar days of the submission of said declaration.

2 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
3 be allocated as follows: 20% of each Individual Settlement Payment will be allocated as alleged unpaid
4 wages, 40% will be allocated as alleged unpaid interest, and the remaining 40% will be allocated as
5 alleged unpaid penalties. The portion allocated to wages will be reported on an IRS Form W-2 and
6 the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement
7 Administrator.

8 63. Administration of Taxes by the Settlement Administrator. The Settlement
9 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
10 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
11 to this Agreement. The Settlement Administrator will also be responsible for forwarding all Employer
12 Taxes and penalties to the appropriate government authorities.

13 64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
14 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
15 any statement, representation, or calculation by Defendant or by the Administrator in this regard.
16 Plaintiff and Participating Class Members understand and agree that except for Defendant's payment
17 of the Employer Taxes, they will be solely responsible for the payment of any taxes and penalties
18 assessed on the payments described herein.

19 65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
20 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
21 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
22 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
23 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
24 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
25 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
26 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
27 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
28 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,

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

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

17 67. Release of Claims by Class Members. Upon the date upon which Defendant transfers
18 the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Class Members
19 who do not Request Exclusion will be deemed to have fully, finally and forever released, settled,
20 compromised, relinquished, and discharged with respect to all of the Released Parties for any and all
21 Released Claims that accrued during the Released Claims Period. The release of Released Claims will
22 have a *res judicata* effect against any Class Members who make a claim against any of the Released
23 Parties for any of the Released claims, file any actions, claims, complaints or proceedings regarding
24 the Released Claims with the California Division of Labor Standards Enforcement, initiate any other
25 proceedings against any of the Released Parties regarding any of the Released Claims, or seek to
26 participate in any judgment or settlement of claims that are the subject of the Released Claims in any
27 other class, collective, or representative action against any of the Released Parties.

28 68. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory right

1 for any Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement
2 of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by
3 a Class Member shall be construed as relating only to the putative class action claims and shall have no
4 effect whatsoever on the settlement of the PAGA claims.

5 69. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
6 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
7 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
8 of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

9 a. Scheduling a fairness hearing on the question of whether the proposed
10 settlement, including payment of attorneys' fees and costs, and the Class Representative's
11 enhancement payment, should be finally approved as fair, reasonable and adequate as to the members
12 of the Settlement Class;

13 b. Conditionally certifying the Settlement Class for settlement purposes only;

14 c. Approving, as to form and content, the proposed Notice of Pendency of Class
15 Action and Proposed Settlement;

16 d. Approving as to form and content the proposed Notice Packet;

17 e. Approving the manner and method for Class Members to request exclusion from
18 the Settlement as contained herein and within the Notice of Pendency of Class Action and Proposed
19 Settlement;

20 f. Directing the mailing of the Notice of Pendency of Class Action and Proposed
21 Settlement and Class Action Settlement, by first class mail to the Class Members; and

22 g. Preliminarily approving the Settlement subject only to the objections of Class
23 Members and final review by the Court.

24 70. Duties of the Parties Following Final Court Approval. Following final approval by the
25 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
26 proposed final order of approval and judgment:

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

- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payment to the Class Representative;
- d. Setting a date when the Parties shall report to the court the total amount that was actually paid to the Class Members; and
- e. Entering judgment in this Action encompassing Defendant and all members of the Settlement Class, with a reservation of continuing jurisdiction by the Court over the Settlement Agreement and its implementation.
- f. Posting the judgment on the Settlement Administrator's website for at least 90 days after entry by the Court.

71. Nullification of Settlement Agreement. In the event that the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order of judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning, and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Defendant will cease to have any obligation to pay any portion of the Maximum Settlement Amount to the Qualified Settlement Account, or any other party under the terms of this Agreement and all previous disbursements made from Defendant to the Qualified Settlement Account will immediately revert back to Defendant. Any Settlement Administration Costs incurred will be split equally between the Parties.

72. Rescission of Settlement Agreement (by Defendant). If more than ten percent (10%) of the Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel and with a copy to the Settlement Administrator within ten (10) business days after the Settlement Administrator notifies the Parties of a greater than ten percent (10%) opt-out rate. If the option to rescind is exercised, then Defendant shall be solely responsible for all costs of the claims administration accrued to that point, not to exceed the amount approved by the

1 Court in the Preliminary Approval Order. If Defendant exercises this option, the Parties shall return to
2 their respective positions that existed before the execution of this Agreement, and no term of this
3 Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties'
4 settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action,
5 or in any other proceeding.

6 73. Termination of Settlement. Either Party may terminate this Settlement if the Court
7 declines to enter the Preliminary Approval Order, the Final Approval Order or final judgment in
8 substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not
9 become final because of appellate court action. The terminating Party shall give to the other Party
10 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days
11 after receiving notice that one of the enumerated events has occurred. Termination shall have the
12 following effects:

- 13 a. The Settlement Agreement shall be terminated and shall have no force or effect,
14 and no Party shall be bound by any of its terms;
- 15 b. In the event the Settlement is terminated, Defendant shall have no obligation to
16 make any payments to any party, Class Member or attorney, except that the
17 terminating Party shall pay the Settlement Administrator for services rendered up
18 to the date the Settlement Administrator is notified that the settlement has been
19 terminated;
- 20 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
21 any order of class certification, shall be vacated;
- 22 d. The Settlement Agreement and all negotiations, statements and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all
24 of whom shall be restored to their respective positions in the Action prior to the
25 settlement;
- 26 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
27 statements or filings in furtherance of settlement (including all matters associated
28

1 with the mediation) shall be admissible or offered into evidence in the Action or
2 any other action for any purpose whatsoever.

3 74. Public Statements. Plaintiff and Class Counsel shall not hold any press conferences or
4 issue any press releases with respect to this Settlement at any time. Until the Parties submit a request
5 for preliminary approval from the Court, Plaintiff and Class Counsel will keep the terms of this
6 Agreement confidential. Prior to final approval of this Settlement, Plaintiff and Class Counsel will
7 not discuss this Action or the Settlement or otherwise disclose the terms of this Agreement with third
8 parties other than Class Members and the Settlement Administrator, except (1) as required by the
9 PAGA statute, (2) as necessary to effectuate this Agreement, and (3) to the Parties' tax advisors. After
10 final approval of this Settlement, Plaintiff, Defendant, and their respective counsel shall not issue any
11 public statements with respect to the Action or Settlement, except as required by law. The Parties and
12 their counsel shall not engage in any publicity, including website or social media postings, of any type
13 related to the Action, Settlement, or litigation against Defendant. Notwithstanding the specific
14 limitations to public disclosure identified herein, Class Counsel shall not be precluded from disclosing
15 the Parties to the lawsuit and the fact that the matter settled to a Court or other tribunal. Furthermore,
16 nothing herein limits Plaintiff's or any Class Member's ability to communicate with any government
17 agency or otherwise cooperate in any investigation or proceeding that may be conducted by any
18 government agency.

19 75. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
20 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
21 to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of
22 the Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure
23 section 664.6.

24 76. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
25 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
26 Any Exhibits to this Agreement are an integral part of the Settlement.

27 77. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
28 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements

1 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
2 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement
3 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
4 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary
5 or contradict the terms of this Agreement.

6 78. Amendment or Modification. This Settlement Agreement may be amended or modified
7 only by a written instrument signed by the named Parties and counsel for all Parties or their successors-
8 in-interest.

9 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
14 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
15 unable to reach agreement on the form or content of any document needed to implement the Settlement,
16 or on any supplemental provisions that may become necessary to effectuate the terms of this
17 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18 80. Signatories. It is agreed that because the members of the Class are so numerous, it is
19 impossible or impractical to have each member of the Class execute this Settlement Agreement. The
20 Notice of Pendency of Class Action and Proposed Settlement, attached hereto as Exhibit "A," will
21 advise all Class Members of the binding nature of the release, and the release shall have the same force
22 and effect as if this Settlement Agreement were executed by each member of the Class.

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

25 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
26 will be governed by and interpreted according to the laws of the State of California.

27 83. Execution and Counterparts. This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All

executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

86. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

87. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either party may appeal any court order that materially alters the Settlement Agreement's terms.

88. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor

any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

89. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

90. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

91. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

92. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

93. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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

97. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF DAVID GARLAND BOWEN

Dated: 2/17/2022

DocuSigned by:



4C66EF83EC84480
Plaintiff DAVID GARLAND BOWEN

DEFENDANT IMPERIAL PIPE SERVICES, INC.

Dated: _____

President

1 **APPROVED AS TO FORM**

2 Dated: 02/24/2022

MOON & YANG, APC

3
4 BY: 

5 KANE MOON
6 LILIT TER-ASTVATSATRYAN

7 Attorneys for Plaintiff

8
9 Dated: _____

LEWIS BRISBOIS BISGAARD & SMITH LLP

10 BY: _____
11 KATHERINE C. DEN BLEYKER

12 Attorneys for Defendant
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28

1 95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
2 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
3 Settlement Agreement.

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

9 97. Binding Agreement. The Parties warrant that they understand and have full authority
10 to enter into this Agreement, and further intend that this Agreement will be fully enforceable and
11 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding
12 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
13 apply under state or federal law.

14 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
15 Stipulation of Class Settlement and Release between Plaintiff and Defendant as of the date(s) set forth
16 below:

17 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

18 **PLAINTIFF DAVID GARLAND BOWEN**

19
20 Dated: _____

Plaintiff DAVID GARLAND BOWEN

21
22 **DEFENDANT IMPERIAL PIPE SERVICES, INC.**

23
24
25 Dated: February 18, 2022

26 President _____

Jerry Witkow
Secretary & General Counsel

1 **APPROVED AS TO FORM**

2 Dated: _____

MOON & YANG, APC

4 BY: _____
5 KANE MOON
6 LILIT TER-ASTVATSATRYAN

7 Attorneys for Plaintiff

8 Dated: 2/18/22

LEWIS BRISBOIS BISGAARD & SMITH LLP

10 BY: 
11 KATHERINE C. DENBLEYKER

12 Attorneys for Defendant