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AAA QUALITY SERVICES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JEFFREY GOODING, individually, and on
behalf of all others similarly situated,

Plaintiffs

vs.

AAA QUALITY SERVICES, INC., a California
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-21-100405

CLASS ACTION

*[Assigned For All Purposes To:
Hon. Thomas S. Clark, Dept. 17]*

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: February 23, 2021
Trial date: Not set

JOINT STIPULATION OF CLASS ACTION AND REPRESENTATIVE ACTION
SETTLEMENT

This Joint Stipulation of Class Action and Representative Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff JEFFREY GOODING, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”), and Defendant AAA QUALITY SERVICES, INC. (“AAA” or “Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, “Complaint” refers to the operative complaint, which is Plaintiff’s First Amended Complaint.
2. For purposes of this Settlement, this matter, entitled *Jeffrey Gooding v. AAA Quality Services, Inc., et al.*, Case No. BCV-21-100405, is referred to herein as the “Action.”
3. For purposes of this Settlement, the “Class Period” is February 23, 2017 through the date the court issues an order granting preliminary approval of the class action settlement.
4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All non-exempt employees of Defendant who worked in California during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. Defendant’s best estimate is that the Class included approximately 300 individuals at the time of mediation, February 16, 2022.
5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC.
6. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class Member worked at Defendant’s location in California during the Class Period. Defendant’s best estimate is that during the Class Period, 16,966 workweeks were worked by the Class Members.
7. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days after the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days

1 after initial mailing or 14 calendar days from re-mailing, up to a maximum of 74 days after the initial
2 mailing. The Response Deadline may be extended only as expressly described herein.

3 8. For purposes of the Settlement, “Defendant’s Counsel” means JACKSON LEWIS, PC.

4 9. For purposes of this Settlement, “PAGA Allocation” means the amount that the Parties
5 have agreed to allocate to resolution of the claim for violation of the Labor Code Private Attorneys
6 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that the PAGA
7 Allocation will be \$50,000 from the Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent
8 (75%), or \$37,500, of the PAGA Allocation will be paid to the LWDA (“PAGA Penalty Payment”), and
9 Twenty Five Percent (25%), or \$12,500, of the PAGA Allocation will be included in the Net Settlement
10 Amount for PAGA Employees (“PAGA Settlement Payment”).

11 10. For purposes of this Settlement, “PAGA Period” means the period between February 23,
12 2020 through the date the court issues an order granting preliminary approval of the class action
13 settlement.

14 11. For purposes of this Settlement, “PAGA Employee” means all Class Members that worked
15 at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all
16 PAGA Employees are “aggrieved employees” as defined pursuant to PAGA. PAGA Employees cannot
17 opt out of or object to the settlement of the PAGA claim.

18 12. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
19 each PAGA Employee worked during the PAGA Period.

20 13. For purposes of this Settlement, “PAGA Representative” means Plaintiff.

21 14. For purposes of this Settlement, “Released PAGA Claims” means all claims asserted
22 through California Labor Code §§ 2698, *et seq.*, that were identified by the PAGA Representative in the
23 Notice to the LWDA and are alleged in the Complaint.

24 15. For purposes of this Settlement, “Released PAGA Claims Period” means the period
25 between February 23, 2020 through the date the court issues an order granting preliminary approval of the
26 class action settlement.

27 16. For purposes of this Settlement, “Settlement Payments” means all of the payments to
28 Settlement Class Members (the “Settlement Class Payments”) and all of the payments to the PAGA

1 Employees (the “PAGA Settlement Payment”).

2 **STIPULATED BACKGROUND**

3 17. On February 23, 2021, Plaintiff filed a putative Class Action against Defendant AAA
4 Quality Services, Inc. alleging the following causes of action: (1) Failure to Pay Minimum Wages; (2)
5 Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and
6 Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay
7 Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair
8 Business Practices (California Business and Professions Code §§ 17200 et seq.). On April 30, 2021
9 Plaintiff filed his First Amended Complaint (“The Action”) adding a ninth cause of action for civil
10 penalties under California’s Private Attorneys General Act. In the Complaint, Plaintiff sought to represent
11 all persons that worked for Defendant in California as an hourly-paid, non-exempt employee at any time
12 during the period beginning four years before the filing of the initial complaint and ending when Notice to
13 the Class is sent.

14 18. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a
15 claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699,
16 et seq.] by filing his Notice on February 22, 2021.

17 19. Solely for purposes of settling this case, the Parties and their respective counsel stipulate
18 and agree that the requisites for establishing class certification with respect to the Class Members have
19 been met and are met. More specifically, the Parties stipulate and agree that:

- 20 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
21 Class Members.
- 22 (b) There are common questions of law and fact including, but not limited to, the
23 following:
- 24 1) Whether or not Defendant paid for all hours worked, including minimum
25 wages, and overtime wages;
- 26 2) Whether or not Defendant provided meal periods and paid meal period
27 premium wages;
- 28 3) Whether or not Defendant authorized and permitted rest periods and paid

rest period premiums;

4) Whether or not Defendant paid all wages due upon discharge or resignation;

5) Whether or not Defendant maintained accurate records of all hours worked, and all meal periods taken or missed;

6) Whether or not Defendant reimbursed all necessary business expenses;

7) Whether or not Defendant engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code §§ 17200-17208.

(c) Plaintiff's claims are typical of the claims of the Class Members.

(d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

(e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

(f) With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

20. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issues of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim and class certification in this or any other action should this Settlement not become effective.

21. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims,

1 Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper
2 wages, have been provided meal periods, have been provided rest periods, have been paid timely wages
3 upon separation of employment, were provided all necessary equipment to perform their job duties, such
4 that reimbursement was not necessary, and have been provided with accurate itemized wage statements.
5 Defendant contends, among other things, that it has complied at all times with the California Labor Code
6 and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all
7 claims, Defendant contends that it has complied at all times with the California Business and Professions
8 Code.

9 22. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
10 all disputes and claims arising from or related to the Complaint.

11 23. Class Counsel has conducted a thorough investigation into the facts of this Action,
12 including an extensive review of relevant documents, and has diligently pursued an investigation of the
13 claims of the Class and PAGA claims against Defendant. Based on its own independent investigation and
14 evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on
15 the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best
16 interest of the Class and PAGA employees in light of all known facts and circumstances, including the risk
17 of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant,
18 and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the
19 Settlement is fair and in the best interest of the Class.

20 24. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
21 preliminary and final approval of this Settlement.

22 25. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
23 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the
24 Court.

25 **PRIMARY TERMS OF SETTLEMENT**

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

28 (a) It is agreed by and among the Settlement Class, PAGA Employees, and Defendant

1 that this case and any claims, damages, or causes of action arising out of the
2 disputes which are the subject of this case, be settled and compromised as between
3 the Settlement Class, PAGA Employees, and Defendant, subject to the terms and
4 conditions set forth in this Settlement and the approval of the Court.

- 5 (b) Effective Date: The terms of settlement embodied in this Settlement
6 shall become effective when all of the following events have occurred:
7 (i) the Stipulation of Settlement has been executed by all Parties, Class Counsel
8 and Defendant's Counsel; (ii) the Court has given preliminary approval to the
9 Stipulation of Settlement; (iii) the Notice of Class Action Settlement has been
10 given to the putative members of the Settlement Class, providing them with an
11 opportunity to object to the terms of this Stipulation of Settlement or to opt out
12 of the Stipulation of Settlement; (iv) the Court has held a formal fairness
13 hearing and entered a final Order and Judgment certifying the Settlement Class
14 and approving the Stipulation of Settlement; (v) forty-five (45) calendar days
15 have passed since the Court has entered a final Order and Judgment certifying
16 the Settlement Class, and approving the Stipulation of Settlement; and (vi) in
17 the event there are written objections filed prior to the final fairness hearing
18 which are not later withdrawn or denied, the later of the following events: (a)
19 five business days after the period for filing any appeal, writ or other appellate
20 proceeding opposing the Court's final Order approving the Stipulation of
21 Settlement has elapsed without any appeal, writ or other appellate proceeding
22 having been filed; or, (b) if any appeal, writ or other appellate proceeding
23 opposing the court's final Order approving the Stipulation of Settlement has
24 been filed, five (5) business days after any appeal, writ or other appellate
25 proceedings opposing the Stipulation of Settlement has been finally and
26 conclusively dismissed with no right to pursue further remedies or relief. In this
27 regard, it is the intention of the Parties that the Settlement shall not
28 become effective until the Court's order approving the Settlement is
completely final, and there is no further recourse by an appellant or

1 objector who seeks to contest the Settlement.

- 2 (c) Gross Settlement Amount: Defendant's maximum total payment under the
3 Settlement, including all attorney's fees and costs, the Service Payment to the
4 named Plaintiff, the costs of settlement administration, the PAGA Allocation, and
5 any other payments provided by this Settlement, is \$510,000.00 ("Gross Settlement
6 Amount"), subject to the Escalator Clause and except that, to the extent that any
7 portions of the Class Members' Settlement Payments constitute wages, Defendant
8 will be separately responsible for any employer payroll taxes required by law,
9 including the employer's FICA, FUTA, and SDI contributions.
- 10 (d) Escalator Clause: The number of Covered Workweeks during the Class
11 Period is estimated to be 16,966. If it is later determined that, on the date
12 of preliminary approval, the number of actual Covered Workweeks
13 during the Class Period exceeds 15% of the estimated Covered
14 Workweeks (i.e., exceeds 19,510.90 workweeks), the Gross Settlement
15 Amount will be increased by 1% for every percentage point that the Covered
16 Workweeks exceed the 15% threshold (i.e., if the Workweeks are 17% higher
17 than 16,966, the Maximum Settlement Amount will increase by $2\% = 17\% -$
18 15% .)
- 19 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will
20 revert to Defendant.
- 21 (f) No Claims Required: Class Members will not be required to submit a claim to
22 receive their Settlement payment.
- 23 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
24 deducting from the Gross Settlement Amount (\$510,000.00) the following sums,
25 subject to approval by the Court: (1) attorney's fees (not to exceed 35% of the
26 Gross Settlement Amount, or \$ 178,500); (2) reasonable litigation costs (not to
27 exceed \$15,000.00); (3) an enhancement award (not to exceed \$10,000.00 to the
28 named Plaintiff); (4) the PAGA Penalty Payment in the amount of \$50,000.00 to

the California Labor and Workforce Development Agency (which is 75% of the PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$12,000.00). Settlement Payments to the Settlement Class Members and PAGA Employees will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendant's employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendant in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement, as defined above) will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totalling \$12,500, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Covered Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount – all PAGA Settlement Payments] = individual Settlement Class Payment for a Settlement Class Member.

Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be reissued to the State of California Unclaimed Property Fund, as set forth below.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: $[PAGA \text{ Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}] \times [PAGA \text{ Settlement Payment to Employees, i.e. } \$12,500] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment}$. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments are issued to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be reissued to the State of California Unclaimed Property Fund, as set forth below. The LWDA's PAGA Penalty Payment will be issued to the LWDA at the same time Settlement Payments are issued to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 33 1/3% to wages, 33 1/3% to penalties and 33 1/3% to unpaid interest, unpaid civil penalties, and reimbursement. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of

1 payroll taxes and other required withholdings will be paid as set forth above,
2 including but not limited to the Defendant's FICA and FUTA contributions, based
3 on the payment of claims to the Class Members. To the extent required by law,
4 IRS Forms 1099 will be issued to each Class Member reflecting the payments for
5 penalties and interest. Class Members are responsible to pay appropriate taxes due
6 on the Settlement Payments they receive.

7 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
8 Payments to individual Class Members shall be deemed to be paid to such Class
9 Member solely in the year in which such payments actually are received by the
10 Class Member. It is expressly understood and agreed that the receipt of such
11 Settlement Payments will not entitle any Class Member to additional compensation
12 or benefits under any company bonus, contest or other compensation or benefit
13 plan or agreement in place during the period covered by the Settlement, nor will it
14 entitle any Class Member to any increased retirement, 401(k) benefits or matching
15 benefits or deferred compensation benefits. It is the intent that the Settlement
16 Payments provided for in this Settlement are the sole payments to be made by
17 Defendant to the Class Members, and that the Class Members are not entitled to
18 any new or additional compensation or benefits as a result of having received the
19 Settlement Payments (notwithstanding any contrary language or agreement in any
20 benefit or compensation plan document that might have been in effect during the
21 period covered by this Settlement).

22 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
23 object to Class Counsel's application for attorney's fees not to exceed 35% of the
24 Gross Settlement Amount, or \$178,500, and reimbursement of litigation costs and
25 expenses not to exceed \$15,000.00. Approved attorney's fees and litigation costs
26 shall be paid at the same time Settlement Payments issue to the Settlement Class.
27 Should the Court approve attorney's fees and costs in an amount less than that set
28 forth above, the difference between the lesser amount(s) approved by the Court and

1 the attorney's fees and costs set forth above shall be added to the Net Settlement
2 Amount.

- 3 (n) Enhancement Award: Subject to Court approval, and in exchange for a general
4 release, Defendant will not object to Class Counsel's application for an additional
5 payment of up to \$10,000.00 to Plaintiff for service as a Class Representative
6 ("Enhancement Award"). It is understood that the Enhancement Award is in
7 addition to the individual Settlement Payment to which a Class Representative is
8 entitled to along with the other Class Members. In exchange, Plaintiff has agreed
9 to release from all claims, demands, rights, liabilities and causes of action of
10 every nature and description whatsoever, known or unknown, asserted or that
11 might have been asserted, whether in tort, contract, or for violation of any state
12 or federal statute, rule or regulation arising out of, relating to, or in connection
13 with any act or omission by or on the part of any of the Released Parties
14 committed or omitted prior to the execution hereof ("Plaintiff's Released
15 Claims"). Plaintiff understands that this release includes unknown claims and
16 that he is, as a result, waiving all rights and benefits afforded by Section 1542
17 of the California Civil Code, which provides:

18 **A general release does not extend to claims that the creditor**
19 **or releasing party does not know or suspect to exist in his or**
20 **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.

21 Specifically excluded from Plaintiff's Released Claims are any claims for workers'
22 compensation benefits. The Enhancement Award will issue at the same time all
23 Settlement Payments are mailed to the Settlement Class.

- 24 (o) Defendant or the Settlement Administrator will issue an IRS Form 1099 for the
25 Enhancement Award to the Plaintiff. The Plaintiff will be individually responsible
26 for correctly characterizing this compensation on personal income tax returns for
27 tax purposes and for paying any taxes on the amounts received. Should the Court
28 approve a Enhancement Award in an amount less than that set forth above, the

1 difference between the lesser amount(s) approved by the Court and the Service
2 Payment amount(s) set forth above shall be added to the Net Settlement Amount.
3 Plaintiff agrees not to opt out or object to the Enhancement Award as the Class
4 Representative.

5 (p) Settlement Administrator: The Settlement Administrator will be ILYM Group,
6 Inc. The Parties agree that Settlement Administration Costs should not reasonably
7 exceed \$12,000.00, and the Settlement Administrator's bid for settlement
8 administration services in the amount of \$9,990.00 was selected for the reasonable
9 price and the quality of administration services provided by ILYM Group, Inc.
10 The costs of the Settlement Administrator for work done shall be paid regardless of
11 the outcome of this Settlement.

12 (q) Funding of Settlement Account: Defendant will fund the settlement account within
13 fourteen (14) calendar days of the Effective Date of the Settlement, provided that
14 the Settlement Administrator has delivered to the Parties an accounting of the
15 amounts to be paid by Defendant pursuant to the terms of this Settlement.

16 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
17 Settlement Payments to be mailed to the Class Members within 14 calendar days of
18 receipt of the Gross Settlement Amount from Defendant, provided that the
19 Settlement Administrator has delivered to the Parties an accounting of the amounts
20 to be paid by Defendant pursuant to the terms of this Settlement.

21 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the
22 material terms of the proposed Settlement, along with instructions about how to
23 object or request exclusion from the proposed class action Settlement ("Notice").
24 For each Class Member, there will be pre-printed information on the mailed
25 Notice, based on Defendant's records, stating the Class Member's Covered
26 Workweeks during the Class Period and the estimated total Settlement Payment
27 under the Settlement, including the Settlement Class Payment and the PAGA
28 Settlement Payment that will be distributed irrespective of any exclusion request.

1 The pre-printed information based on Defendant's records shall be presumed to be
2 correct. A Class Member may dispute the pre-printed information on the Notice as
3 to his or her Covered Workweeks during the Class Period. Class Members must
4 submit any dispute regarding the information on the Notice as to his or her
5 Covered Workweeks within the Response Deadline. Unless a disputing Class
6 Member submits documentary evidence in support of his or her dispute, the
7 records of the Defendant will be dispositive.

8 (t) Settlement Notice Language: The Notice will issue in English and Spanish.

9 (u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

10 Class Members submitting a Request for Exclusion will nevertheless receive their
11 pro-rata share of the PAGA Settlement Payment. If the Court approves the
12 compromise of the PAGA Claim, all Class Members are bound by the Court's
13 resolution of the PAGA Claim. Plaintiff shall serve a notice of settlement on the
14 California Labor and Workforce Development Agency at or before the time
15 Plaintiff files the motion for preliminary approval.

16 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of
17 Defendant's records used to calculate Covered Workweeks, and the Parties'
18 counsel and the Settlement Administrator cannot resolve the dispute informally, the
19 matter will be referred to the Court for final resolution. The Class Member must
20 submit information or documents supporting his or her position to the Settlement
21 Administrator prior to the expiration of the Response Deadline. Information or
22 documents submitted after the expiration of the Response Deadline will not be
23 considered by the Settlement Administrator, unless otherwise agreed to by the
24 Parties.

25 (w) Right of Class Member to Request Exclusion from the Settlement: Any Class
26 Member may request to be excluded from the Class by mailing a "Request for
27 Exclusion" from the Settlement within the Response Deadline. A Request for
28 Exclusion must clearly and unequivocally state a desire to be excluded from the

Class, with a statement comparable to the following:

“I WANT TO BE EXCLUDED FROM THE CLASS IN THE
JEFFREY GOODING V. AAA QUALITY SERVICES, INC.
CLASS ACTION LAWSUIT, CALIFORNIA SUPERIOR
COURT. KERN COUNTY, CASE NO. BVC-21-100405.”

No specific wording is required to state a Request for Exclusion, so long as it is clear and unequivocal. Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member’s Social Security Number, and the signature of the Class Member requesting exclusion. Any such request must be made in accordance with the terms of the Notice, and the Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also a PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment other than as it applies to the PAGA Claim.

- (x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear in person (including through an audio or video call appearance via LACourtConnect) at the Final Approval Hearing to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for

processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by filing a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendant's Counsel may file responses to any written objections submitted to the Court.

- (y) Opt-in to Release Under Fair Labor Standards Act: Settlement Class Members will be advised that they will opt in to a settlement of claims for unpaid compensation under the Fair Labor Standards Act ("FLSA") by cashing or otherwise depositing the check for their Settlement Class Payment. This will be set forth in the Notice.
- (z) No Right to Object to or Request Exclusion from the PAGA Settlement. The Parties agree that there is no statutory right for any PAGA Settlement Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the Released PAGA Claims.

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

27. Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform

1 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice,
2 both in English and Spanish, to the Class Members.

3 28. The Settlement Administrator will independently review the Covered Workweeks and
4 PAGA Pay Periods attributed to each Class Member and will calculate the estimated amounts due to each
5 Class Member and the actual amounts due to each Settlement Class Member and PAGA Employee in
6 accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form,
7 the substance of its findings. The Settlement Administrator shall be granted reasonable access to
8 Defendant's records in order to perform its duties.

9 29. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
10 Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment
11 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
12 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
13 performance of its duties shall be referred to the Court, if necessary, which will have continuing
14 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
15 contemplated by this Settlement have been fully carried out.

16 30. The Settlement Administrator will post the final judgment approving the Settlement on a
17 website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the
18 final judgment is entered. The website will use a page on the Settlement Administrator's website, and not
19 a custom domain for this Settlement. The address of that website will be included in the Notice.

20 **ATTORNEY'S FEES AND COSTS**

21 31. In consideration for resolving this matter and in exchange for the release of all claims by
22 the Class Members, including Plaintiff, and subject to approval by the Court, Defendant will not object to
23 Class Counsel's application for attorney's fees not to exceed 35% of the Gross Settlement Amount
24 (\$178,500 of \$510,000) and litigation costs not to exceed \$15,000. The amounts set forth above will cover
25 all work performed and all fees and costs incurred to date, and all work to be performed and all fees and
26 costs to be incurred in connection with the approval by the Court of this Settlement and administration of
27 the Settlement. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs
28 approved by the Court shall be paid to Class Counsel within 14 calendar days of receipt of the Gross

Settlement Amount from Defendant, provided that the Settlement Administrator has delivered to the Parties an accounting of the amounts to be paid by Defendant pursuant to the terms of this Settlement. Class Counsel shall disclose to the Court any fee sharing agreements in existence.

THE NOTICE PROCESS

32. A Notice in approximately the form attached hereto as **Exhibit “A,”** and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- (a) Within 14 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; (5) dates of employment at Defendant’s location in California, and (6) respective Covered Workweeks. This database shall be based on Defendant’s payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List (“NCOA”) within 30 calendar days from the date of preliminary approval of this Settlement by the Court. This check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein, and will return this database to Defendant upon final approval of the settlement or destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Agreement. However, Plaintiff’s Counsel shall be entitled to review anonymized data showing the workweeks worked by each Class Member, with Class Member identity concealed

1 through use of an employee number or number assigned by the Settlement
2 Administrator.

3 (b) Within 14 calendar days after the Settlement Administrator conducting its NCOA
4 check, the Settlement Administrator will mail the Notices to the Class Members by
5 First Class United States mail.

6 (c) Notices returned to the Settlement Administrator as non-deliverable on or before
7 the initial Response Deadline shall be resent to the forwarding address, if any, on
8 the returned envelope. A returned Notice will be forwarded by the Settlement
9 Administrator any time that a forwarding address is provided with the returned
10 mail. If there is no forwarding address, the Settlement Administrator will do a
11 computer search for a new address using the Class Member's social security
12 number or other information. In any instance where a Notice is re-mailed, that
13 Class Member will have until the extended Response Deadline as described above.
14 A letter prepared by the Settlement Administrator will be included in the re-mailed
15 Notice in that instance, stating the extended Response Deadline if different than the
16 original Response Deadline. Upon completion of these steps by the Settlement
17 Administrator, Defendant and the Settlement Administrator shall be deemed to
18 have satisfied their obligations to provide the Notice to the affected Class Member.
19 The affected Class Member shall remain a member of the Settlement Class and
20 shall be bound by all the terms of the Settlement and the Court's Order and Final
21 Judgment.

22 (d) Class Counsel shall provide to the Court, at least five calendar days prior to the
23 final approval hearing, or such other date as set by the Court, a declaration by the
24 Settlement Administrator of due diligence and confirming mailing of the Notices.

25 (e) The Parties authorize their respective Counsel to approve modifications to the
26 Notice to correct drafting errors or make changes required by the Court without the
27 need to amend this Settlement.
28

1 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

2 33. As set forth above, each Class Member will have until the expiration of the applicable
3 Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class
4 Member's Covered Workweek information on the Notice. No disputes will be honored if they are
5 submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.
6 Each Class Member is responsible to maintain a copy of any documents sent to the Settlement
7 Administrator and a record of proof of mailing.

8 34. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
9 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and
10 PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and
11 negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will
12 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member
13 within that time, and the Class Member's relevant claims will remain released by the Settlement.
14 Settlement Payment checks which have expired will not be reissued.

15 35. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void
16 date, shall be transmitted to the State of California Unclaimed Property Fund in the name of the Class
17 Members who failed to cash their Settlement Payment check prior to the void date.

18 36. Upon completion of its calculation of Settlement Payments, the Settlement Administrator
19 shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to
20 be made to Class Members (to be identified anonymously by employee number or other identifier). A
21 Declaration attesting to completion of all payment obligations will be provided to Class Counsel and
22 Defendant's Counsel and filed with the Court by Class Counsel.

23 **RELEASE BY THE CLASS**

24 37. Upon the final approval by the Court of this Settlement and Defendant's payment of all
25 sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this
26 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and
27 timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

28 (a) **Identity of Released Parties.** The released parties are Defendant, AAA Security,

1 Inc. and Knight Guard Security, Inc., and each of their former and present direct
2 and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister
3 corporations, divisions, related companies, successors and predecessors, and
4 current and former employees, attorneys, officers, directors, shareholders, owners,
5 trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
6 agents, servants, insurers, representatives, administrators, employee benefit plans,
7 and assigns of said entities (collectively "Releasees").

8 (b) **Date Release Becomes Effective.** The Released Claims will be released upon the
9 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
10 obligation to provide to the Settlement Administrator a sum in the amount required
11 to satisfy all required payments and distributions pursuant to this Settlement and
12 the Order and Judgment of final approval. Class Members will not release the
13 Released Claims or Released PAGA Claims until both the Effective Date of the
14 Settlement has occurred, and Defendant has paid all amounts owing under the
15 Settlement.

16 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,
17 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
18 submitted a timely and valid Request for Exclusion (which will not effectuate an
19 opt-out from the release of Released PAGA Claims), hereby releases the Released
20 Parties from the following claims for the entire Class Period:

- 21 1) all known and unknown claims, losses, damages, liquidated damages,
22 penalties, interest, liabilities, causes of action, civil complaints, arbitration
23 demands or suits which arise from the facts asserted in the Action,
24 including, without limited to the foregoing, all claims under the California
25 Labor Code as alleged in the Action, including violations for meal periods,
26 rest breaks, unpaid overtime and minimum wages, timely payment of
27 wages, wage statements, waiting time penalties, reimbursement of business
28 expenses, penalties under the Private Attorneys General Act sections 2698,

1 *et seq.*, and violations of California Unfair Competition Law (Cal. Bus. &
2 Prof. Code §§ 17200, *et seq.*) or other remuneration whether sought under
3 statute, tort, contract or as an unfair business practice (“Released Claims”);

4 2) as to any Class Member who cashes their Settlement Payment, the signing
5 and negotiation of that check shall serve as the Class Member’s consent to
6 join the action for purposes of releasing claims arising under the Fair Labor
7 Standards Act that are related to the claims stated in the Action, implicitly
8 or explicitly; and,

9 3) in addition, as to *all* Class Members employed during the Released PAGA
10 Claims Period, whether requesting exclusion from the Settlement or not,
11 the Released PAGA Claims (*see* Paragraph 14, above).

12 **EMPLOYMENT BY DEFENDANT**

13 38. Employment of Plaintiff by Defendant is not consideration for, or a condition of, this
14 Settlement. Plaintiff’s employment was terminated on February 4, 2021.

15 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

16 39. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in
17 support of Plaintiff’s unopposed motion for preliminary approval for determination by the Court as to its
18 fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action
19 Settlement, the Parties shall apply to the Court for the entry of an order:

- 20 (a) Scheduling a final approval and fairness hearing on the question of whether the
21 proposed Settlement, including payment of attorney’s fees and costs, and the Class
22 Representatives’ service payment, should be finally approved as fair, reasonable,
23 and adequate as to the members of the Class;
- 24 (b) Certifying a Class;
- 25 (c) Approving as to form and content the proposed Notice;
- 26 (d) Directing the mailing of the Notice;
- 27 (e) Preliminarily approving the Settlement, including Class and PAGA claims, subject
28 only to the objections of Class Members as to the Class Settlement and final review

by the Court;

(f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,

(g) Appointing ILYM Group, Inc. as the Settlement Administrator and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

40. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Enhancement Award to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment in the Action as to all PAGA and Class Claims and related issues;
- (g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry

1 of final judgment.

2 Any revised final judgments will also be provided to Defendant's Counsel for review and approval before
3 they are submitted to the Court.

4 **NULLIFICATION AND TERMINATION**

5 41. This Settlement will be null and void if any of the following occur: (a) the Court should for
6 any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to
7 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than
8 adjustments made to the attorney's fees and costs or granting of the Enhancement Award; (c) the Court
9 should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or
10 declared or rendered void; or (e) the Settlement does not become final for any other reason.

11 42. If 5% or more of the Class Members opt out of this Settlement, then Defendant in its sole
12 discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide
13 Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no
14 less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's
15 Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than 20 court
16 days after the Response Deadline. If this option is exercised by Defendant, Defendant shall be solely
17 responsible for the costs incurred by the Settlement Administrator for the settlement administration.

18 43. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
19 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
20 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all
21 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
22 neither entered into nor filed with the Court.

23 **PARTIES' AUTHORITY**

24 44. The signatories hereto hereby represent that they are fully authorized to enter into this
25 Settlement and bind the Parties hereto to the terms and conditions thereof.

26 **MUTUAL FULL COOPERATION**

27 45. The Parties agree to fully cooperate with each other to accomplish the terms of this
28 Settlement including, but not limited to, execution of such documents and taking such other action as

1 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
2 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
3 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
4 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
5 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
6 Court's preliminary and final approval of this Settlement.

7 **NO PRIOR ASSIGNMENTS**

8 46. The Parties and their respective counsel represent, covenant, and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
10 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
11 released and discharged except as set forth herein.

12 **NO ADMISSION OF LIABILITY**

13 47. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
14 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
15 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
16 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
17 attendant inconvenience and expenses.

18 **ENFORCEMENT ACTIONS**

19 48. In the event that one or more of the Parties to this Settlement institutes any legal action or
20 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
21 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
22 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
23 incurred in connection with any enforcement actions.

24 **NOTICES**

25 49. Unless otherwise specifically provided herein, all notices, demands or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
27 third business day after mailing by United States registered or certified mail, return receipt requested,
28 addressed as follows:

Class Counsel:

Kane Moon
Allen Feghali
Edwin Kamarzarian
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com
edwin.kamarzarian@moonyanglaw.com

Counsel for Defendant:

Michael D. Thomas
Jeffrey A. Brand
JACKSON LEWIS, PC
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
michael.thomas@jacksonlewis.com
jeffrey.brand@jacksonlewis.com

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

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

INTEGRATION CLAUSE

53. This Settlement 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.

WAIVER OF APPEALS

54. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the

1 amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the
2 Gross Settlement Amount as attorney's fees.

3 **BINDING ON ASSIGNS**

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

6 **CLASS COUNSEL SIGNATORIES**

7 56. It is agreed that because the members of the Class are so numerous, it is impossible or
8 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
9 Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall
10 have the same force and effect as if this Settlement were executed by each member of the Class.

11 **COUNTERPARTS**

12 57. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
13 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
14 deemed an original, and, when taken together with other signed counterparts, shall constitute one
15 Settlement, which shall be binding upon and effective as to all Parties.

16 **CONFIDENTIALITY & PUBLIC COMMENT**

17 58. The Class Representative and Class Counsel agree they will not make any disparaging
18 comments about Defendant relating to this Settlement of this class action or disclose the negotiations of
19 the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record
20 other than to Class Members, who may receive information about the Settlement that is not in the public
21 record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as
22 expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of
23 the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
24 comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. To
25 the extent counsel for either Party wish to advertise this settlement, such advertising will be limited to a
26 statement that a matter was settled between a putative class and a "building and constructions services
27 provider." Any communication about the Settlement to Class Members prior to the Court-approved
28 mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the

1 details that would necessarily be included in any Court-approved Notice if a Class Member requests
2 details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have
3 not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited
4 from discussing the terms or the fact of the settlement with third parties other than (1) a spouse or (2)
5 accountants or lawyers as necessary for tax purposes. At all times, the Class Representative is prohibited
6 from communicating about the terms or the fact of the settlement on any form of social media ("Social
7 Media Bar"). Class Counsel will not include or use the settlement for any marketing or promotional
8 purposes other than as expressly allowed above.

9 **FINAL JUDGMENT**

10 59. The Parties agree that, upon final approval of the Settlement, final judgment of this Action
11 will be made and entered in its entirety. The final judgment may be included in the Order granting Final
12 Approval of the Settlement.

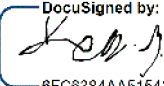
13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
14 Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

15 IT IS SO STIPULATED.

16
17 **Plaintiff & Class Representative:**

18 Dated: 4/6/2022

By: _____

DocuSigned by:

6FC8384AA51543A...

JEFFREY GOODING

19
20 **Plaintiff's Counsel:**

21 Dated: 04/06/2022

MOON & YANG, APC

22
23 By: _____



Kane Moon
Allen Feghali
Edwin Kamarzarian

24
25 Attorneys for Plaintiff JEFFREY GOODING
26
27
28

1 **Defendant:**

2 Dated: 4-11-22

AAA QUALITY SERVICES, INC.

3 By: J. L. Faubel

4 Print Name

5 J. L. Faubel

6 Signature

7 Pres

8 Title

9
10 **Defendant's Counsel:**

11 Dated: April 11, 2022

JACKSON LEWIS P.C.

12 By: [Signature]

13 Michael D. Thomas
14 Jeffrey A. Brand

15 Attorneys for Defendant AAA QUALITY
16 SERVICES, INC.
17
18
19
20
21
22
23
24
25
26
27
28

1 **Defendant:**

2 Dated: April 11, 2022

AAA QUALITY SERVICES, INC.

3
4 By: _____
Print Name

5
6 _____
Signature

7
8 _____
Title

9
10 **Defendant's Counsel:**

11 Dated:

JACKSON LEWIS P.C.

12
13 By:  _____
Michael D. Thomas
Jeffrey A. Brand

14
15 Attorneys for Defendant AAA QUALITY
SERVICES, INC.