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RENKOW MECHANICAL, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VICTOR GARZA, on behalf of himself and
all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

RENKOW MECHANICAL, INC., a
California Corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO. 21STCV08735

**CLASS ACTION AND PAGA AMENDED
SETTLEMENT AGREEMENT**

Complaint Filed: March 4, 2021

1 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
2 between Plaintiff VICTOR GARZA ("Plaintiff" or "Class Representative"), on behalf of himself
3 and all other similarly situated, and on behalf of the general public, and Defendant RENKOW
MECHANICAL, INC. ("Defendant" or "Renkow") (collectively, the "Parties").

4 **1. DEFINITIONS**

5 1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations
6 against Defendant captioned Garza, et al. v. Renkow Mechanical, Inc., et al initiated on March 4,
2021 and pending in Superior Court of the State of California, County of Los Angeles.

7 1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties
8 have agreed to appoint to administer the Settlement.

9 1.3 "Administration Expenses Payment" means the amount the Administrator
10 will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
11 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with
the Preliminary Approval of the Settlement.

12 1.4 "Aggrieved Employee" means any and all current and former non-exempt
13 employees who worked for Defendant in California at any time during the PAGA Period and were
not covered by a collective-bargaining agreement that contains a mandatory grievance and
arbitration provision.

14 1.5 "Class" means all current and former non-exempt employees who worked
15 for Defendant in California at any time during the Class Period and were not covered by a
16 collective-bargaining agreement that contains a mandatory grievance and arbitration provision.

17 1.6 "Class Counsel" means Otkupman Law Firm, A Law Corporation.

18 1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses
19 Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable
attorneys' fees and expenses, respectively, incurred to prosecute the Action.

20 1.8 "Class Data" means the Class Member identifying information in
21 Defendant's possession including the Class Member's name, last-known mailing address, Social
Security number, and number of Class Period Workweeks and PAGA Pay Periods.

22 1.9 "Class Member" or "Settlement Class Member" means a member of the
23 Class, as either a Participating Class Member or Non-Participating Class Member (including a
24 Non-Participating Class Member who qualifies as an Aggrieved Employee).

25 1.10 "Class Member Address Search" means the Administrator's investigation
26 and search for current Class Member mailing addresses using all reasonably available sources,
27 methods and means including, but not limited to, the National Change of Address database, skip
traces, and direct contact by the Administrator with Class Members.

28 1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS

1 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
2 mailed to Class Members in English, with Spanish translation, in the form, without material
variation, attached as Exhibit A and incorporated by reference into this Agreement.

3 1.12 "Class Period" means the period from March 4, 2017 through the date the
4 Court preliminarily approves the settlement.

5 1.13 "Class Representative" means the named Plaintiff in the operative
6 complaint in the Action seeking Court approval to serve as a Class Representative.

7 1.14 "Class Representative Service Payment" means the payment to the Class
8 Representative for initiating the Action and providing services in support of the Action.

9 1.15 "Court" means the Superior Court of California, County of Los Angeles.

10 1.16 "Defendant" means Renkow Mechanical Inc., named Defendant.

11 1.17 "Defense Counsel" means Allen Matkins Leck Gamble Mallory & Natsis
LLP.

12 1.18 "Effective Date" means the date by when both of the following have
13 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
14 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
15 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
16 (b) if one or more Participating Class Members objects to the Settlement, the day after the
deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment
is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

17 1.19 "Final Approval" means the Court's order granting final approval of the
18 Settlement.

19 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for
Final Approval of the Settlement.

20 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting
21 Final Approval of the Settlement.

22 1.22 "Gross Settlement Amount" means \$380,000.00 which is the total amount
23 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
24 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
Service Payment and the Administrator's Expenses.

25 1.23 "Individual Class Payment" means the Participating Class Member's pro
26 rata share of the Net Settlement Amount calculated according to the number of Workweeks
worked during the Class Period.

27 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata
28 share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked

1 during the PAGA Period.

2 1.25 "Judgment" means the judgment entered by the Court based upon the Final
3 Approval.

4 1.26 "LWDA" means the California Labor and Workforce Development
Agency, the agency entitled, under Labor Code section 2699, subd. (i).

5 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to
6 the LWDA under Labor Code section 2699, subd. (i).

7 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the
8 following payments in the amounts approved by the Court: Individual PAGA Payments, the
LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
9 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
remainder is to be paid to Participating Class Members as Individual Class Payments.

10 1.29 "Non-Participating Class Member" means any Class Member who opts out
of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved
12 Employee worked for Defendant for at least one day during the PAGA Period.

13 1.31 "PAGA Period" means the period from February 8, 2020 through the date
the court preliminary approves the settlement.

14 1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et
15 seq.).

16 1.33 "PAGA Notice" means Plaintiff's February 8, 2021 letter to Defendant and
the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

17 1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be
18 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00)
and the 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

19 1.35 "Participating Class Member" means a Class Member who does not submit
20 a valid and timely Request for Exclusion from the Settlement.

21 1.36 "Plaintiff" means Victor Garza, the named plaintiff in the Action.

22 1.37 "Preliminary Approval" means the Court's Order Granting Preliminary
Approval of the Settlement.

23 1.38 "Preliminary Approval Order" means the proposed Order Granting
24 Preliminary Approval and Approval of PAGA Settlement.

25 1.39 "Released Class Claims" means the claims being released as described in
Paragraph 5.2 below.

26 1.40 "Released PAGA Claims" means the claims being released as described in
27 Paragraph 5.2 below.

28 1.41 "Released Parties" means: Defendant and each of its former and present

1 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
2 assigns, subsidiaries, and affiliates.

3 1.42 "Request for Exclusion" means a Class Member's submission of a written
4 request to be excluded from the Class Settlement signed by the Class Member.

5 1.43 "Response Deadline" means 60 days after the Administrator mails Notice to
6 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
7 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
8 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
9 having been returned undeliverable to the Administrator shall have an additional 14 calendar days
10 beyond the Response Deadline has expired.

11 1.44 "Settlement" means the disposition of the Action effected by this
12 Agreement and the Judgment.

13 1.45 "Workweek" means any week during which a Class Member actively
14 worked for Defendant for at least one day, during the Class Period.

15 **2. RECITALS**

16 2.1 On March 4, 2021, Plaintiff commenced this Action by filing a Complaint
17 alleging causes of action against Defendant for 1) Failure to Provide Meal Periods in Violation of
18 Labor Code sections 226.7, 512, and 558; 2) Failure to Provide Rest Periods in Violation of Labor
19 Code sections 226.7, 512, and 558; 3) Failure to Pay all Wages in Violation of Labor Code
20 sections 510, 1194, and 1194.2; 4) Knowing and Intentional Failure to Comply With Itemized
21 Employee Wage Statement Provisions in Violation of Labor Code sections 226(a), (e); 5) Failure
22 to Timely Pay Wages Due at Termination in Violation of Labor Code sections 201-203; 6) Failure
23 to Timely Pay Employees in Violation of Labor Code section 204(a)(b); and 7) Violation of
24 Business and Profession Code section 17200. On May 17, 2021, Plaintiff filed a First Amended
25 Complaint adding one cause of action against Defendant for Penalties Pursuant to Labor Code
26 Section 2699(f) for Violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2,
27 226(a),(e), 201-203 and 204(a)(b). The First Amended Complaint is the operative complaint in the
28 Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint,
denies any failure to comply with the laws identified in in the Operative Complaint and denies any
and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely
written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On November 18, 2021, the Parties participated in an all-day mediation
presided over by Lisa Klerman, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, statistical
data, including records of its employees, which consisted of wage statements, clock-in and clock-
out times; times taken for meal breaks, and their wages earned during the relevant pay periods,
written policies and procedures on meal breaks, rest breaks, and overtime compensation, the
number of workweeks and pay periods in the class, the total number of the class members, and
average rate of the pay for class members for each year in question. Plaintiff's investigation was
sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc.
(1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th
116, 129-130 ("Dunk/Kullar").

2.5 The Court has not granted class certification. The Parties engaged in private
mediation prior to class certification, and by way of the Motion for Preliminary Approval are
requesting provisional certification of the class.

1 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not
2 aware of any other pending matter or action asserting claims that will be extinguished or affected
3 by the Settlement.

3 3. **MONETARY TERMS**

4 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8
5 below, Defendant promises to pay \$380,000.00 and no more as the Gross Settlement Amount, and
6 is to separately pay any and all employer payroll taxes owed on the Wage Portions of the
7 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or
8 any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
9 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
10 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
11 payment. None of the Gross Settlement Amount will revert to Defendant.

12 3.2 Payments from the Gross Settlement Amount. The Administrator will make
13 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
14 by the Court in the Final Approval:

15 3.2.1 To Plaintiff: Class Representative Service Payment to the Class
16 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any
17 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
18 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service
19 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
20 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
21 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
22 If the Court approves a Class Representative Service Payment less than the amount requested, the
23 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay
24 the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
25 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

26 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than
27 33.3%, which is currently estimated to be \$125,400.00 and a Class Counsel Litigation Expenses
28 Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments
provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
sharing of any of these Payments.

 3.2.3 To the Administrator: An Administrator Expenses Payment not to
exceed \$9,850.00 except for a showing of good cause and as approved by the Court. To the extent

1 the Administration Expenses are less or the Court approves payment less than \$9,850.00, the
2 Administrator will retain the remainder in the Net Settlement Amount.

3 3.2.4 To Each Participating Class Member: An Individual Class Payment
4 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
5 by all Participating Class Members during the Class Period and (b) multiplying the result by each
6 Participating Class Member's Workweeks.

7 3.2.4.1 Tax Allocation of Individual Class Payments. 33.33% of
8 each Participating Class Member's Individual Class Payment will be allocated to settlement of
9 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
10 reported on an IRS W-2 Form. 66.66% of each Participating Class Member's Individual Class
11 Payment will be allocated to settlement of claims for interest and penalties (the Non-Wage
12 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms).
13 Participating Class Members assume full responsibility and liability for any employee taxes owed
14 on their Individual Class Payment.

15 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
16 Individual Class Payments. Non-Participating Class Members will not receive any Individual
17 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
18 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

19 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the
20 amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00)
21 allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA
22 Payments.

23 3.2.5.1 The Administrator will calculate each Individual PAGA
24 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
25 \$10,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
26 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
27 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
28 owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than
the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

22 4. SETTLEMENT FUNDING AND PAYMENTS

23 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review
24 of its records to date, Defendant estimates there are 80 Class Members who collectively worked a
25 total of 5,000 Workweeks, and 32 of Aggrieved Employees who worked a total of approximately
26 2,000 PAGA Pay Periods.

27 4.2 Class Data. Not later than 20 calendar days after the Court grants
28 Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to
the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data
only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data
to Administrator employees who need access to the Class Data to effect and perform under this

1 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
2 that the Class Data omitted class member identifying information and to provide corrected or
3 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
4 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will
5 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
6 to missing or omitted Class Data

7 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
8 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
9 taxes by transmitting the funds to the Administrator no later than 20 calendar days after the
10 Effective Date.

11 4.4 Payments from the Gross Settlement Amount. Within 20 days after
12 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
13 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
14 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
15 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
16 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
17 Representative Service Payment shall not precede disbursement of Individual Class Payments and
18 Individual PAGA Payments.

19 4.4.1 The Administrator will issue checks for the Individual Class
20 Payments and/or Individual PAGA Payments and send them to the Class Members via First Class
21 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than
22 180 days after the date of mailing) when the check will be voided. The Administrator will cancel
23 all checks not cashed by the void date. The Administrator will send checks for Individual
24 Settlement Payments to all Participating Class Members (including those for whom Class Notice
25 was returned undelivered). The Administrator will send checks for Individual PAGA Payments to
26 all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
27 Employees (including those for whom Class Notice was returned undelivered). The Administrator
28 may send Participating Class Members a single check combining the Individual Class Payment
and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must
update the recipients' mailing addresses using the National Change of Address Database.

19 4.4.2 The Administrator must conduct a Class Member Address Search
20 for all other Class Members whose checks are returned undelivered without USPS forwarding
21 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the
22 USPS forwarding address provided or to an address ascertained through the Class Member
23 Address Search. The Administrator need not take further steps to deliver checks to Class Members
24 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
25 replacement check to any Class Member whose original check was lost or misplaced, requested by
26 the Class Member prior to the void date.

24 4.4.3 For any Class Member whose Individual Class Payment check or
25 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
26 shall transmit the funds represented by such to the California Controller's Unclaimed Property
27 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
28 requirements of the California Code of Civil Procedure Section 384, subd. (b).

27 4.4.4 The payment of Individual Class Payments and Individual PAGA
28 Payments shall not obligate Defendant to confer any additional benefits or make any additional

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
2 this Agreement.

3 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the
4 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion
5 of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
6 against all Released Parties as follows:

7 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
9 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
10 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
11 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
12 that were, or reasonably could have been, alleged based on facts contained in the Operative
13 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2,
14 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
15 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
16 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
17 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
18 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
19 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
20 notwithstanding such different or additional facts or Plaintiff's discovery of them. Excluded from
21 this Release is any claim Plaintiff has already asserted in his individual lawsuit, Court Case No.
22 21STCV08297. All rights and remedies in that lawsuit are specifically excluded from this release.

23 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section
24 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
25 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

26 A general release does not extend to claims that the creditor or releasing party does
27 not know or suspect to exist in his or her favor at the time of executing the release,
28 and that if known by him or her would have materially affected his or her
settlement with the debtor or Released Party.

29 5.2 Release by Participating Class Members Who Are Not Aggrieved
30 Employees: All Participating Class Members, on behalf of themselves and their respective former
31 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
32 release Released Parties from (i) all claims that were alleged, or reasonably could have been
33 alleged, based on the Class Period facts stated in the Operative Complaint, except as set forth in
34 Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
35 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
36 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
37 claims based on facts occurring outside the Class Period.

38 5.3 Release by Non-Participating Class Members Who Are Aggrieved
39 Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to
40 release, on behalf of themselves and their respective former and present representatives, agents,
41 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
42 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
43 Period facts stated in the Operative Complaint and the PAGA Notice.

44 **6. MOTION FOR PRELIMINARY APPROVAL**

1 6.1 Defendant's Declaration in Support of Preliminary Approval. Within 7 days
2 of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a
3 signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual
4 or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel
5 and Defendant shall aver that they are not aware of any other pending matter or action asserting
6 claims that will be extinguished or adversely affected by the Settlement.

7 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
8 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
9 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
10 analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement
11 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
12 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
13 declaration from the Administrator attaching its "not to exceed" bid for administering the
14 Settlement and attesting to its willingness to serve; competency; operative procedures for
15 protecting the security of Class Data; amounts of insurance coverage for any data breach,
16 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
17 interest with Class Members; and the nature and extent of any financial relationship with Plaintiff,
18 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness
19 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
20 interest with Class Members and/or the Administrator; (v) a signed declaration from each Class
21 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
22 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
23 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
24 (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing
25 all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts
26 relevant to any actual or potential conflict of interest with Class Members and/or the
27 Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they
28 are not aware of any other pending matter or action asserting claims that will be extinguished or
adversely affected by the Settlement.

17 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
18 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
19 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
20 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
21 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
22 Approval to the Administrator.

20 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
21 Motion for Preliminary Approval and/or the supporting declarations and documents, Class
22 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
23 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
24 grant Preliminary Approval or conditions Preliminary Approval on any material change to this
25 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
26 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
27 otherwise satisfy the Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group,
26 Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group,
27 Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
28 this Agreement in exchange for payment of Administration Expenses. The Parties and their
Counsel represent that they have no interest or relationship, financial or otherwise, with the
Administrator other than a professional relationship arising out of prior experiences administering

1 settlements.

2 7.2 Employer Identification Number. The Administrator shall have and use its
3 own Employer Identification Number for purposes of calculating payroll tax withholdings and
4 providing reports state and federal tax authorities.

5 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement
6 fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
7 Regulation section 468B-1.

8 7.4 Notice to Class Members

9 7.4.1 No later than three (3) business days after receipt of the Class Data,
10 the Administrator shall notify Class Counsel that the list has been received and state the number of
11 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

12 7.4.2 Using best efforts to perform as soon as possible, and in no event
13 later than 14 days after receiving the Class Data, the Administrator will send to all Class Members
14 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class
15 Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A.
16 The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
17 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
18 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
19 mailing Class Notices, the Administrator shall update Class Member addresses using the National
20 Change of Address database.

21 7.4.3 Not later than three (3) business days after the Administrator's
22 receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail
23 the Class Notice using any forwarding address provided by the USPS. If the USPS does not
24 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
25 and re-mail the Class Notice to the most current address obtained. The Administrator has no
26 obligation to make further attempts to locate or send Class Notice to Class Members whose Class
27 Notice is returned by the USPS a second time.

28 7.4.4 The deadlines for Class Members' written objections, Challenges to
Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
with the re-mailed Class Notice.

 7.4.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel
is contacted by or otherwise discovers any persons who believe they should have been included in
the Class Data and should have received Class Notice, the Parties will expeditiously meet and
confer in person or by telephone, and in good faith, in an effort to agree on whether to include
them as Class Members. If the Parties agree, such persons will be Class Members entitled to the
same rights as other Class Members, and the Administrator will send, via email or overnight
delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14
days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later

1 7.5 Requests for Exclusion (Opt-Outs).

2 7.5.1 Class Members who wish to exclude themselves (opt-out of) the
3 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
4 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
5 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
6 from a Class Member or his/her representative that reasonably communicates the Class Member's
7 election to be excluded from the Settlement and includes the Class Member's name, address and
8 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
9 emailed, or postmarked by the Response Deadline.

10 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
11 because it fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
13 identity of the person as a Class Member and the Class Member's desire to be excluded. The
14 Administrator's determination shall be final and not appealable or otherwise susceptible to
15 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
16 the Administrator may demand additional proof of the Class Member's identity. The
17 Administrator's determination of authenticity shall be final and not appealable or otherwise
18 susceptible to challenge.

19 7.5.3 Every Class Member who does not submit a timely and valid
20 Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
21 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless
23 whether the Participating Class Member actually receives the Class Notice or objects to the
24 Settlement.

25 7.5.4 Every Class Member who submits a valid and timely Request for
26 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
27 or have the right to object to the class action components of the Settlement. Because future PAGA
28 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
29 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
30 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

31 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60
32 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
33 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
34 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
35 challenge the allocation by communicating with the Administrator via fax, email or mail. The
36 Administrator must encourage the challenging Class Member to submit supporting documentation.
37 In the absence of any contrary documentation, the Administrator is entitled to presume that the
38 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
39 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or
40 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
41 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or
42 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the
43 challenges.

44 7.7. Objections to Settlement.

45 7.7.1 Only Participating Class Members may object to the class action
46 components of the Settlement and/or this Agreement, including contesting the fairness of the
47 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
48 Litigation Expenses Payment and/or Class Representative Service Payment.

1 7.7.2 Participating Class Members may send written objections to the
2 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
3 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
4 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
additional 14 days for Class Members whose Class Notice was re-mailed).

5 7.7.3 Non-Participating Class Members have no right to object to any of
the class action components of the Settlement.

6 7.8 Administrator Duties. The Administrator has a duty to perform or observe
7 all tasks to be performed or observed by the Administrator contained in this Agreement or
otherwise.

8 7.8.1 Website, Email Address and Toll-Free Number. The Administrator
9 will establish and maintain and use an internet website to post information of interest to Class
10 Members including the date, time and location for the Final Approval Hearing and copies of the
11 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
12 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
Approval and the Judgment. The Administrator will also maintain and monitor an email address
and a toll-free telephone number to receive Class Member calls, faxes and emails.

13 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The
14 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
15 validity. Not later than 5 days after the expiration of the deadline for submitting Requests for
16 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing
(a) the names and other identifying information of Class Members who have timely submitted
valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information
of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests
for Exclusion from Settlement submitted (whether valid or invalid).

17 7.8.3 Weekly Reports. The Administrator must, on a weekly basis,
18 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the
19 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
20 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and
Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the
Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
Requests for Exclusion and objections received.

21 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
22 authority to address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

24 7.8.5 Administrator's Declaration. Not later than 14 days before the date
25 by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
26 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
for filing in Court attesting to its due diligence and compliance with all of its obligations under
27 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
28 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
number of written objections and attach the Exclusion List. The Administrator will supplement its
declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible

1 for filing the Administrator's declaration(s) in Court.

2 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
3 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
4 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
5 identification number only of all payments made under this Agreement. At least 15 days before
6 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
7 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
8 all payments required under this Agreement. Class Counsel is responsible for filing the
9 Administrator's declaration in Court.

10 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its
11 records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 80
12 Class Members and 5,000 Total Workweeks during the Class period and (2) there were 32
13 Aggrieved Employees who worked 2,000 Pay Periods during the PAGA Period. If, as of the end
14 of the Class Period at the time of preliminary approval, the number of workweeks has increased by
15 more than 10% (i.e., if there are more than 5,500 workweeks), then Defendant shall increase the
16 Gross Settlement Amount on a pro-rata basis equal to the percentage increase in workweeks above
17 10%, meaning that Defendant will increase the Gross Settlement Amount by the percentage above
18 1%, (e.g., if the actual number of workweeks increases by 11% to 5,550 workweeks, the Gross
19 Settlement Amount will increase by 1%).

20 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
21 Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members,
22 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that,
23 if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever,
24 and that neither Party will have any further obligation to perform under this Agreement; provided,
25 however, Defendant will remain responsible for paying all Settlement Administration Expenses
26 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
27 withdraw not later than seven days after the Administrator sends the final Exclusion List to
28 Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the
calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
Settlement that includes a request for approval of the PAGA settlement under Labor Code section
2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion
for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not
later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense
Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any
objection raised by a Participating Class Member, including the right to file responsive documents
in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered
or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions
Final Approval on any material change to the Settlement (including, but not limited to, the scope
of release to be granted by Class Members), the Parties will expeditiously work together in good
faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
Approval. The Court's decision to award less than the amounts requested for the Class
Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

1 Payment and/or Administrator Expenses Payment shall not constitute a material modification to
2 the Agreement within the meaning of this paragraph.

3 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
4 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
5 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
6 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the
8 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment
9 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
10 their respective counsel, and all Participating Class Members who did not object to the Settlement
11 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
13 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
14 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.
19 If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
20 material modification of this Agreement (including, but not limited to, the scope of release to be
21 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
24 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
25 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
26 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
27 as long as the Gross Settlement Amount remains unchanged.

28 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of
Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a
proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability. Class Certification or Representative
Manageability for Other Purposes. This Agreement represents a compromise and settlement of
highly disputed claims. Nothing in this Agreement is intended or should be construed as an
admission by Defendant that any of the allegations in the Operative Complaint have merit or that
Defendant has any liability for any claims asserted; nor should it be intended or construed as an
admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
class certification and representative treatment is for purposes of this Settlement only. If, for any
reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
reserves the right to contest certification of any class for any reasons, and Defendant reserves all
available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
certification on any grounds available and to contest Defendant's defenses. The Settlement, this
Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval

1 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
2 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
3 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
4 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
5 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
6 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
7 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
8 government agency. Each Party agrees to immediately notify each other Party of any judicial or
9 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
10 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
11 other communication, before the filing of the Motion for Preliminary Approval, any with third
12 party regarding this Agreement or the matters giving rise to this Agreement except to respond only
13 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
14 Counsel's communications with Class Members in accordance with Class Counsel's ethical
15 obligations owed to Class Members.

16 12.3 No Solicitation. The Parties separately agree that they and their respective
17 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
18 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
19 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement between the
23 Parties relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately
26 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
28 effectuate its terms, and to execute any other documents reasonably required to effectuate the
terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other
and use their best efforts, in good faith, to implement the Settlement by, among other things,
modifying the Settlement Agreement, submitting supplemental evidence and supplementing points
and authorities as requested by the Court. In the event the Parties are unable to agree upon the
form or content of any document necessary to implement the Settlement, or on any modification
of the Agreement that may become necessary to implement the Settlement, the Parties will seek
the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that
they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
Settlement be relied upon as such within the meaning of United States Treasury Department
Circular 230 (31 CFR Part 10, as amended) or otherwise.

1
2 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
3 amended, modified, changed, or waived only by an express written instrument signed by all
4 Parties or their representatives, and approved by the Court.

5 12.10 Agreement Binding on Successors. This Agreement will be binding upon,
6 and inure to the benefit of, the successors of each of the Parties.

7 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits
8 will be governed by and interpreted according to the internal laws of the state of California,
9 without regard to conflict of law principles.

10 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
11 preparation of this Agreement. This Agreement will not be construed against any Party on the
12 basis that the Party was the drafter or participated in the drafting.

13 12.13 Confidentiality. To the extent permitted by law, all agreements made, and
14 orders entered during Action and in this Agreement relating to the confidentiality of information
15 shall survive the execution of this Agreement.

16 12.14 Use and Return of Class Data. Information provided to Class Counsel
17 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
18 Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
19 connection with the Settlement, may be used only with respect to this Settlement, and no other
20 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
21 or rule of court. Not later than 90 days after the date when the Court discharges the
22 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
23 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
24 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
25 makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

26 12.15 Headings. The descriptive heading of any section or paragraph of this
27 Agreement is inserted for convenience of reference only and does not constitute a part of this
28 Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this
Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

12.17 Notice. All notices, demands or other communications between the Parties
in connection with this Agreement will be in writing and deemed to have been duly given as of the
third business day after mailing by United States mail, or the day sent by email or messenger,
addressed as follows:

To Plaintiff: Plaintiff Victor Garza
c/o Otkupman Law Firm, A Law Corporation
Roman Otkupman (Roman@OLFLA.com)
Nidah Farishta (Nidah@OLFLA.com)

5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

To Defendant: Defendant Renkow Mechanical, Inc.
c/o Allen Matkins Leck Gamble Mallory & Natsis LLP
Nancy Fong (nfong@allenmatkins.com)
Melissa Bell (mbell@allenmatkins.com)
865 S. Figueroa, Suite 2800
Los Angeles, CA 90017

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff Victor Garza

Dated: 9/28/22

RENKOW MECHANICAL, INC
Defendant Renkow Mechanical, Inc.

Name: [Signature]

Title: PRESIDENT

Approved as to Form:

5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

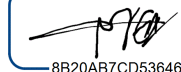
To Defendant: Defendant Renkow Mechanical, Inc.
c/o Allen Matkins Leck Gamble Mallory & Natsis LLP
Nancy Fong (nfong@allenmatkins.com)
Melissa Bell (mbell@allenmatkins.com)
865 S. Figueroa, Suite 2800
Los Angeles, CA 90017

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Dated: 09/29/2022

DocuSigned by:



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Plaintiff Victor Garza

Dated: _____

Defendant Renkow Mechanical, Inc.

Name: _____

Title: _____

Approved as to Form:

1 DATED: September²⁹, 2022

Respectfully submitted,

2 **OTKUPMAN LAW FIRM, A LAW**
3 **CORPORATION**

4
5 By: 

6 ROMAN OTKUPMAN
7 NIDAH FARISHTA
8 Attorney for Plaintiff,
9 VICTOR GARZA

10 DATED: September ²⁹, 2022

ALLEN MATKINS LECK GAMBLE MALLORY
& NATSIS LLP

11
12
13 By: 

14 NANCY S. FONG
15 MELISSA K. BELL
16 Attorneys for Defendant RENKOW
17 MECHANICAL, INC.
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