

STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Settlement and Release of Claims (“Settlement Agreement”) is reached by and between Plaintiff Luis Montanez (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendants MEI Rigging & Crating, LLC (“MEI”), Dunkel Bros. Machinery Moving, Inc. (“Dunkel Bros.”), and Alondra MM Holdings, Inc. (“Alondra”) (collectively “Defendants”), on the other hand. Plaintiff and Defendants are referred to herein collectively as the “Parties.”

Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”).

Defendant MEI Rigging & Crating, LLC is represented by Jonathan L. Brophy, Michael Afar, and Frances J. Choi of Seyfarth Shaw LLP; and Defendant Alondra MM Holdings, Inc. (formerly doing business as Dunkel Bros. Machinery Moving, Inc.) is represented by Michael J. O’Connor, Jr., and Geoff D. La Val of Atkinson, Andelson, Loya, Ruud & Romo (collectively, “Defense Counsel”).

On February 2, 2021, Plaintiff filed a class action complaint against Defendants MEI and Dunkel Bros. in the Los Angeles Superior Court titled *Luis Montanez v. MEI Rigging & Crating, LLC, et. al*, Case No. 21STCV04062 (the “Action”). On the same day, Plaintiff sent a letter to the California Labor and Workforce Development Agency (“LWDA”) alerting them of Defendants’ alleged violations and Plaintiff’s intent to seek civil penalties under the Private Attorneys General Act (“PAGA”). After exhausting his administrative remedies with the LWDA, Plaintiff amended his complaint on April 16, 2021, to include a PAGA cause of action.

The Action alleges that Defendants committed the following Labor Code violations: (1) failure to pay overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (2) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) failure to provide all meal periods (Labor Code §§ 204, 210, 226.7, 512, 558); (4) failure to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558, and 1198); (5) failure to maintain accurate records and issue accurate, itemized wage statements (Labor Code §§ 226 *et seq.*, including Labor Code § 226.3, and Labor Code § 1174); (6) failure to pay all wages earned at least twice during each calendar month (Labor Code § 204) (7) engagement in unfair business practices (Business & Professions Code § 17200 *et seq.*); and (8) civil penalties under PAGA (Labor Code § 2698 *et seq.*). On June 11, 2021, Plaintiff filed a DOE Amendment to formerly name DOE 1 in his complaint as Defendant Alondra.

The Parties agreed that prior to Plaintiff filing his Motion for Preliminary Approval of the Settlement, the Parties would stipulate to file the operative Second Amended Complaint in the Action adding factual allegations related to Defendants’ alleged failure to pay all final wages upon separation of employment along with the related cause of action for waiting time penalties (Labor Code §§ 201-203). On February 14, 2022, the Parties fully executed a Joint Stipulation to File Second Amended Class and Representative Action Complaint, which Plaintiff filed on the same day with the Court.

Given the time, costs, and uncertainty associated with continued litigation, and without Defendants making any admission as to the merits of any of the claims asserted, Plaintiff and Defendants wish to fully and finally resolve and compromise all of Plaintiff's individual claims and those of the Settlement Class. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class and PAGA Members Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the certification of the following Settlement Class:

All persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the time period from February 2, 2017, to the date of preliminary approval of the Settlement (the "Class Period").

The Parties agree that class certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure section 382. If, for any reason, this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought for the same or similar allegations, and the Parties will revert to the respective positions they held prior to entering into the Settlement Agreement. Should the Settlement not be approved by the Court, the Parties agree to work cooperatively to address any issues raised by the Court and promptly refile the Motion.

Additionally, for the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Members will be defined as:

All persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement (the "PAGA Period").

2. **Release by Settlement Class Members, PAGA Members, and Plaintiff.** Plaintiff, every member of the Settlement Class (except those who opt out of the Settlement), and the PAGA Members will release and discharge: (i) Defendants, (ii) each of Defendants' respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated entity, trust, foundation, and nonprofit entity which controls, is controlled by, or is under common control with Defendants; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively "Defendants' Releasees") as follows:

A. All members of the Settlement Class who do not opt-out will fully and finally release and discharge Defendants and Defendants' Releasees from all claims that were raised, or could have been raised based on the factual allegations made in the operative Second Amended Complaint, in the Action through preliminary approval

of the Settlement. This includes but is not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to furnish accurate itemized wages statements; (6) failure to maintain accurate records; (7) failure to timely pay all wages to employees during their employment; (8) failure to pay all wages due to discharged and quitting employees; (9) claims brought under Business & Professions Code § 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses; (10) any and all claims arising out of alleged violations of the California Labor Code, including Sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, and California Industrial Welfare Commission Wage Order No. 9-2001; (11) penalties of any nature that could have been raised based on the factual allegations made in the operative Second Amended Complaint; (12) interest; and (13) attorneys' fees and costs (collectively, the "Class Released Claims"). This release will apply to claims arising during the Class Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.

- B. PAGA Members, regardless of whether they opt-out of the Settlement, will fully and finally release and discharge Defendants and Defendants' Releasees from all PAGA claims for civil penalties due to any Labor Code violations by Defendants arising out of or related to events alleged in the operative Second Amended Complaint including, but not limited to, Labor Code §§ 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 (collectively, the "PAGA Released Claims"). This release will apply to claims arising during the PAGA Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.
- C. Plaintiff also agrees to release, as an individual and in addition to the released claims described in Paragraph 2.A. and 2.B., above, all claims, whether known or unknown, under federal law or state law against Defendants and Defendants' Releasees. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, which provides:

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

- D. The “Effective Date” of the Settlement will be later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters final approval of the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
 - E. The scope of the Class Released Claims and PAGA Released Claims above are material terms of this Settlement Agreement. To the extent Plaintiff or the Court seeks to modify the scope of the Class Released Claims and PAGA Released Claims in order to make it more narrow, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement Agreement. Should Defendants avail themselves of this provision they will be responsible for paying any Settlement Administration expenses incurred to date.
3. **Maximum Settlement Amount.** As consideration, Defendants MEI and Alondra agree to each pay 50%, respectively, of a “Maximum Settlement Amount” totaling Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) (i.e. \$197,500 each) in full and complete settlement of the Action, as follows:
- A. The Parties agree to engage Simpluris as the “Settlement Administrator” to administer this Settlement.
 - B. The Maximum Settlement Amount will be paid by Defendants no later than 30 days after entry by the Court of an Order granting final approval to the Settlement.
- All payments to Class Members, all attorneys’ fees and costs, civil penalties under Labor Code § 2698 *et seq.*, the enhancement award, and all settlement administration expenses will be paid out of the Maximum Settlement Amount.
- Under no condition will Defendants’ be expected to pay any amounts in excess their respective share of the Maximum Settlement Amount, as described in Paragraph 3 above. At no time will Defendants have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendants will retain exclusive authority over, and the responsibility for, those funds until the funds are required to be transferred to the Settlement Administrator.
- The Maximum Settlement Amount is a material term of this Settlement Agreement. To the extent Plaintiff or the Court seeks to require Defendants to pay more than their respective share of the Maximum Settlement Amount as part of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement Agreement. Should Defendants avail themselves of this provision they will be responsible for paying any Settlement Administration expenses incurred to date.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;

- (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$3,495.00;
 - (3) Up to \$5,000.00 for Plaintiff's class representative enhancement award in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class, subject to court approval and/or reduction;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$131,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$35,000.00, subject to court approval and/or reduction; and
 - (5) \$20,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$15,000.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$5,000.00, will be payable to the PAGA Members as the "PAGA Amount," as described below.
- D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class Members who do not opt-out.
- E. The Court's approval of an attorneys' fees or costs award is not a material term of the Settlement Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class Counsel for attorneys' fees or costs, the other terms of the Settlement Agreement shall still apply. The Court's refusal to approve or decision to reduce the attorneys' fees or costs award requested by Class Counsel does not give the Class Representative, the Class Members, or Class Counsel any basis to abrogate the Settlement Agreement.
- F. As of December 15, 2021, Defendants represent that there are an estimated 81 putative class members who worked for Defendants during the Class Period.
- G. **Right to Revoke.** If more than 5% of the Class Members opt-out or object to the Settlement, Defendants may, in their discretion, withdraw from this Settlement, subject to paying any Settlement Administration expenses incurred to date. Defendants will meet and confer with Class Counsel before withdrawing from the Settlement pursuant to this provision. Defendants agree to notify Class Counsel of any such decision no later than ten (10) calendar days following the opt-out deadline.
- H. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes on any amounts designated as wages, which will be paid by Defendants separate and apart from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator will first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the class representative enhancement award, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount will be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$5,000.00 payable to PAGA Members as PAGA civil penalties will be designated as the “PAGA Amount.” Each individual who was employed by Defendants at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement, will receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the aforementioned time period.
 - ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Wage Statement Amount.” Each participating Settlement Class Members who was employed by Defendants at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement, will receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - iii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Waiting Time Amount.” The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Members who separated their employment with Defendants on or after February 2, 2018.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the individual’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

The workweeks will be calculated by the Settlement Administrator for each Class Member by dividing the total days employed as a Class Member during the Class Period by seven. Partial workweeks will be rounded up

- C. Within 10 business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Individual Settlement Payment, and prepare and mail Individual Settlement Payments to Settlement Class Members and PAGA Members.
- D. Each Individual Settlement Payment will be allocated as 25% wages and 75% statutory damages and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class Members will be responsible for all employee-side taxes due on Individual Settlement Payments.

Amounts paid to PAGA Members for the PAGA Amount will be allocated as 100% penalties. The Settlement Administrator will issue an IRS Form 1099 for these payments.

- E. Defendants will fully discharge their obligations to those Settlement Class Members or PAGA Members to whom an Individual Settlement Payment is mailed, regardless of whether such checks are actually received and/or negotiated by Settlement Class Members or PAGA Members. Any check that is not negotiated within 180 days of mailing to a Settlement Class member will be distributed by the Settlement Administrator to the California State Controller Unclaimed Property Fund to be held in the name of the Settlement Class Member or PAGA Member until such time as they claim their funds.
- F. Neither Plaintiff nor Defendants will bear any liability for lost, stolen, or undelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$131,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$35,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Award.** Defendants will not object to a request for a class representative enhancement award of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and will be reported on an IRS Form

1099 issued by the Settlement Administrator. If the Court does not grant the enhancement award, it does not invalidate this Settlement or otherwise affect the other terms of the Settlement.

7. **Settlement Administrator.** Defendants will not object to the appointment of Simpluris as Settlement Administrator. The Settlement Administrator will set up a Qualified Settlement Fund and have its own employer taxpayer ID number. Defendants will not object to Plaintiff seeking approval to pay up to \$3,495.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator will be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator will be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff will (after providing a copy to Defendants for their review and approval) apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Luis Montanez as Class Representative for the Settlement Class;
- D. Approving Simpluris as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Payment), and which counsel for all Parties will mutually agree upon before submitting to the Court, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class Members/PAGA Members.** Following preliminary approval, Settlement Class Members will be notified as follows:

- A. Within 21 calendar days after the Court grants preliminarily approval of this Settlement Agreement, Defendants will provide the Settlement Administrator with a Microsoft Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California (the "Class List"). This is a material term of the Settlement, and if Defendants fail to comply, Plaintiff will have the right to void the Settlement.

- B. Within 14 calendar days from receipt of this information, the Settlement Administrator will (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 3 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator will resend the Notice Packet to the Settlement Class Member/PAGA Member immediately, and in any event within 3 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Settlement Class Member/PAGA Member. Settlement Class Members/PAGA Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator will have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets that are re-mailed will inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet will state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.

- ii. PAGA Members may not opt-out of the release of PAGA claims (as described in Paragraph 2.B.) and will thus receive payment for their share of the PAGA Amount even if they request exclusion from the class and do not receive a class portion of their Individual Settlement Payment.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment. Defendants agree not to obtain waivers or agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendants further agree that it will not oppose Plaintiff's Motion for Preliminary Approval or Motion for Final Approval.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who will serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court) within the Response Deadline. Any such written objections must contain the Settlement Class Member's name, address, and last four digits of his or her social security number and must state the legal and factual bases for objection. The objection must also be signed by the Settlement Class member. Defendants' counsel and Class Counsel will file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Settlement Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member/PAGA Member will disclose the amount of their estimated Individual Settlement Payment, as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class Members/PAGA Members will have the opportunity, should they disagree with Defendants' records, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator, and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendants understand their legal obligation not to retaliate against the Settlement Class Members/PAGA Members for their participation and/or election to

participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff will apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, class representative enhancement award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** By entering into this Settlement Agreement, Defendants in no way admit any violation of law or any liability whatsoever to Settlement Class Members/PAGA Members, individually or collectively, and expressly deny all such liability. Neither this Settlement Agreement, nor any other Settlement documents, shall be offered in any case or proceeding as evidence of any admission by Defendants of any liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into this Settlement Agreement, Defendants in no way admit to the suitability of this case for class action, collective action, or representative action litigation, other than for purposes of Settlement. Rather, Defendants enter into this Settlement Agreement to avoid further protracted litigation and to resolve the Class Released Claims and PAGA Released Claims with the Settlement Class/PAGA Members. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement, including but not limited to use as a bar or affirmative defense, in whole or in part, to other or future claims or actions. If the Effective Date does not occur or Defendants fail to fully fund the Settlement pursuant to Paragraph 3.B. above, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party through the date of preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement will be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, California 90265
fschmidt@haineslawgroup.com

if to Defendants: Michael Afar of Seyfarth Shaw LLP
2029 Century Park East, Suite 3500, Los Angeles, California 90067
mafar@seyfarth.com

Geoff D. La Val of Atkinson, Andelson, Loya, Ruud & Romo
4275 Executive Square, Suite 700, La Jolla, California 92037
geoff.laval@aallrr.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together will be deemed to constitute the same instrument.

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

18. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6, the Los Angeles County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

19. **Tax Payment Considerations.** Class Counsel, Defendants' Counsel, Defendants, and the Settlement Administrator are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement. Defendants will not be held liable for taxes, fees, costs, or assessments resulting from Settlement Class Members/PAGA Members' failure to timely pay taxes, interest, fees, or penalties owed.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED: 3/21/2022

MEI RIGGING & CRATING, LLC

By:  DocuSigned by:
Name: Dan Cappello
Title: President & CEO

DATED:

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By: _____
Name: _____
Title: _____

DATED:

PLAINTIFF LUIS MONTANEZ

By: _____
Plaintiff and Settlement Class Representative

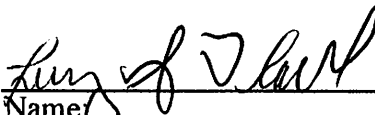
DATED:

MEI RIGGING & CRATING, LLC

By: _____
Name: _____
Title: _____

DATED: *March 14, 2020*

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By:  _____
Name: _____
Title: *Pres* _____

DATED:

PLAINTIFF LUIS MONTANEZ

By: _____
Plaintiff and Settlement Class Representative

DATED:

MEI RIGGING & CRATING, LLC

By: _____
Name: _____
Title: _____

DATED:

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By: _____
Name: _____
Title: _____

DATED: Mar 11, 2022

PLAINTIFF LUIS MONTANEZ

By: *Luis Montanez*
Luis Montanez (Mar 11, 2022 14:09 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 21, 2022

SEYFARTH SHAW LLP

By: 

Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED:

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

By: _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff Luis Montanez

APPROVED AS TO FORM:

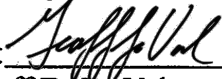
DATED:

SEYFARTH SHAW LLP

By: _____
Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED: March 15, 2022

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

By:  _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff Luis Montanez

APPROVED AS TO FORM:

DATED:

SEYFARTH SHAW LLP

By: _____
Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED:

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

By: _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED: 3/14/2022

HAINES LAW GROUP, APC

By:  _____
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