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individually and on behalf of all other
similarly situated current and former
employees of Defendants

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K-TECH MACHINE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – HALL OF JUSTICE

YADIRA GOMEZ GALEANA, individually, and on behalf of all other similarly situated current and form employees of Defendants,	) Case No. 37-2021-00024447-CU-OE-CTL
Plaintiff,	) JOINT STIPULATION OF CLASS
	) ACTION SETTLEMENT
vs	) [IMAGED FILE]
K-TECH MACHINE, INC., and DOES 1 through 50, inclusive,	) Judge: Hon. Carolyn Caietti
Defendants.	) Dept. C-70
	) Complaint filed: June 4, 2021
	) Trial Date: Not set

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff YADIRA GOMEZ GALEANA, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class

Representative”), and Defendant K-TECH MACHINE, INC. (“Defendant”). Plaintiff and Defendant are sometimes referred to individually as a “Party” or collectively referred to herein as “the Parties.” THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, “Complaint” refers to the first complaint filed on June 4, 2021 in this action.

2. For purposes of this Settlement, this matter, entitled *Galeana v. K-Yech Machine, Inc.*, Case No. 37-2021-00024447-CU-OE-CTL, is referred to herein as the “Action.”

3. For purposes of this Settlement, the “Class Period” is April 1, 2017 through the earlier of preliminary approval or August 8, 2021.

4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All non-exempt employees of Defendant who worked for Defendant in California during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator.

5. For purposes of this Settlement, “Class Counsel” means the attorneys Farzad Rastegar and Rose Sorial at Rastegar Law Group, APC.

6. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class Member worked at Defendant’s locations in California during the Class Period.

7. For purposes of this Settlement, “Response Deadline” means the date thirty (30) days after the Settlement Administrator initially mails the Notice to Settlement Class Members (“Notice”) and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 30 calendar days after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

8. For purposes of the Settlement, “Defendant’s Counsel” means attorneys Mandy D. Hexom and David G. Molinari of FREEMAN MATHIS & GARY, LLP.

9. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

10. For purposes of this Settlement, “FLSA”, means the Fair Labor Standards Act.

11. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be \$15,000 from the Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent (75%), or \$11,250, of the PAGA Allocation will be paid to the Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five Percent (25%), or \$3,750, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees (“PAGA Settlement Payment”).

12. For purposes of this Settlement, “PAGA Period” means the period between March 30, 2020 through the earlier of preliminary approval or March 30, 2021.

13. For purposes of this Settlement, “PAGA Employee” means all non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

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

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

16. For purposes of this Settlement, “Released PAGA Claims” means all claims for penalties and any other available relief pursuant to PAGA, to the extent asserted in Plaintiff’s administrative exhaustion letter submitted to the LWDA in this Action, arising during the PAGA Period.

17. For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement Class Members (“Settlement Class Payments”) and all of the payments to PAGA Employees (“PAGA Settlement Payment”).

18. For purposes of this Settlement, “Effective Date” means the date of entry of the final approval order or December 15, 2023, whichever is later.

STIPULATED BACKGROUND

19. On June 4, 2021, Plaintiff filed a putative Class Action alleging the following labelled causes of action: (1) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (2) Failure to

1 Provide Rest Breaks [Cal. Lab. Code §§ 226.7]; (3) Failure to Pay Minimum and Straight Time Wages
2 [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (4) Failure to Pay Overtime Wages [Cal. Lab. Code §§
3 1194 and 1198]; (5) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (6)
4 Failure to Provide Accurate Statements and Maintain Required Records [Cal. Lab. Code § 226]; (7)
5 Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (8) Representative Action for
6 Civil Penalties Pursuant to Private Attorneys General Act [Cal. Lab. Code §§ 2698-2699.5] (“Action”).

7 20. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing
8 a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code §
9 2699, *et seq.*] (“PAGA”).

10 21. Solely for purposes of settling this Action, the Parties and their respective counsel stipulate
11 and agree that the requisites for establishing class certification with respect to the Class Members have
12 been met and are met. More specifically for settlement purposes only, the Parties stipulate and agree that:

13 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
14 Class Members.

15 (b) There are common questions of law and fact including, but not limited to, the
16 following:

- 17 1) Whether or not Defendant paid proper wages to the Class;
- 18 2) Whether or not Defendant provided meal periods to the Class;
- 19 3) Whether or not Defendant provided rest periods to the Class;
- 20 4) Whether or not Defendant paid compensation timely upon separation of
21 employment to former Class Members;
- 22 5) Whether or not Defendant paid compensation timely throughout Class
23 Members’ employment;
- 24 6) Whether or not Defendant provided accurate itemized statements to the
25 Class;
- 26 7) Whether or not waiting-time penalties are available to the Class for
27 violation of California Labor Code § 203;
- 28 8) Whether or not Defendant maintained requisite records;

1 9) Whether or not Defendant paid proper meal period pay or rest period pay
2 to the Class; and

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

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

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

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

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

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

22 23. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
23 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling
24 this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's
25 claims, Defendant contends, among other things, that Plaintiff and the Class Members have been paid
26 proper wages, have been provided meal periods or they have been made available as required, have been
27 provided rest periods or they have been authorized and permitted as required, have been paid timely wages
28 upon separation of employment, and have been provided with accurate itemized wage statements.

1 Defendant contends, among other things, that it has complied at all times with the California Labor Code
2 and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all
3 claims, Defendant contends that it has complied at all times with the California Business and Professions
4 Code, and the FLSA.

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

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

16 26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
17 preliminary and final approval of this Settlement.

18 27. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
19 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the
20 Court.

21 **PRIMARY TERMS OF SETTLEMENT**

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

24 (a) It is agreed by and among the Class and Defendant that this Action and any claims,
25 damages, or causes of action arising out of the disputes which are the subject of this
26 Action, be settled and compromised as between the Class and Defendant, subject to the
27 terms and conditions set forth in this Settlement and the approval of the Court.

28 (b) Effective Date: The terms of settlement embodied in this Settlement shall become

effective when all of the following events have occurred: (i) this Joint Stipulation and Agreement for Class Action Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) sixty-five (65) days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (b) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final order approving the Settlement, then twenty (20) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

(c) Gross Settlement Amount: Defendant's maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is Nine Hundred Eighty Five Thousand Dollars and Zero Cents (\$985,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

(d) Funding of the Gross Settlement Amount: Defendant will pay to the Claims Administrator the total Gross Settlement Amount of \$985,000 as follows: (a) Three Hundred and Twenty Five Thousand Dollars (\$325,000) of the Gross Settlement Amount to be paid no later than March 31, 2023, or 10 days after final approval, whichever is later; and (b) Six Hundred and Sixty Thousand Dollars (\$660,000), including payment for all claims, payment of Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses,

Service Awards, and PAGA Payment sixty (60) days of entry the final approval order or by December 15, 2023, whichever is later (“Effective Date”).

(e) Escalator Clause: The Parties estimate that as of August 6, 2022 (the date of the Mediation), the number of workweeks worked by Settlement Class Members during the Class Period is approximately 35,542. If it is determined that the workweeks during the Class Period exceeds 37,319 (35,542 plus 5% of 35,542), the Gross Settlement Amount, will be increased proportional to the percentage above 5% by which the actual number of workweeks exceeds 37,319. For example, if the actual number of workweeks is determined to be 7% higher than 35,542, Defendant’s Settlement Amount will be increased by 7% (“Escalator Clause”). The Gross Settlement Amount will not be reduced for any reason. In the event that the number of workweeks is determined to be 37,319 or less, Defendant shall not pay anything additional to the Gross Settlement Amount.

(f) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendant.

(g) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.

(h) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$985,000.00) the following sums, subject to approval by the Court: (1) attorney’s fees (not to exceed 33% of the Gross Settlement Amount); (2) reasonable litigation costs (not to exceed \$17,500.00); (3) the Service Payment (not to exceed \$10,00.00 to the named Plaintiff); (4) the PAGA Penalty Payment in the amount of \$11,250.00 (which is 75% of the PAGA Allocation of \$15,000.00); and (5) costs of settlement administration (estimated not to exceed \$12,250.00). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(i) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members’ Settlement Payments constitute wages, Defendant will be separately responsible for any **employer** payroll taxes required by law, including the

1 employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it
2 is understood and agreed that Defendant's maximum total liability under this Settlement
3 shall not exceed the Gross Settlement Amount. The Settlement Administrator will
4 calculate and submit the Defendant's employer share of payroll taxes after advising
5 Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and
6 receiving a lump sum payment from Defendant in that amount when the Gross Settlement
7 Amount is delivered to the Settlement Administrator.

8 (j) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will
9 be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a
10 pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments to the
11 LWDA), as calculated by the Settlement Administrator. The pro-rata share will be
12 determined by comparing the individual Settlement Class Member's Covered
13 Workweeks employed during the Class Period in California to the total Covered
14 Workweeks of all the Settlement Class Members during the Class Period as follows:
15
$$[\text{Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Covered Workweeks}$$

16
$$\text{worked by all Settlement Class Members}] \times [\text{Net Settlement Amount} - \text{all PAGA}$$

17
$$\text{Settlement Payments to the LWDA}] = \text{individual Settlement Payment for a Settlement}$$

18
$$\text{Class Member. Settlement Class Payments in the appropriate amounts will be distributed}$$

19
$$\text{by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed,}$$

20
$$\text{unclaimed or abandoned checks, shall be transmitted to the California Controller's Office,}$$

21
$$\text{as set forth below.}$$

22 (k) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement
23 Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees'
24 PAGA Settlement Payment, as calculated by the Settlement Administrator minus PAGA
25 Settlement Payments to the LWDA. Class Members will not be permitted to exclude
26 themselves from this portion of the Settlement. The pro-rata share will be determined by
27 comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA
28 Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA

Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(l) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 33 1/3% to wages, 33 1/3% to penalties, and 33 1/3% to interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendant's FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties and interest. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to such payments.

(m) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by

the Settlement up to and including the date the Settlement becomes effective, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(n) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 35% of the Gross Settlement Amount and reimbursement of litigation costs and expenses not to exceed \$17,000.00.

(o) Service Payment: Subject to Court approval, and in exchange for a general release, Defendant will not object to Class Counsel's application for an additional payment of up to \$10,000.00 to Plaintiff for service as a Class Representative ("Service Payment"). It is understood that the Service Payment is in addition to the individual Settlement Payment to which a Class Representative is entitled to along with the other Class Members. In exchange, Plaintiff has agreed to release all claims, whether known or unknown, under federal law or state law against the Releasees, to the extent permitted by law, through the Class Period ("Plaintiff's Released Claims"). Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

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

(p) Defendant or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly

1 characterizing this compensation on personal income tax returns for tax purposes and for
2 paying any taxes on the amounts received. Should the Court approve a Service Payment
3 in an amount less than that set forth above, the difference between the lesser amount(s)
4 approved by the Court and the Service Payment amount(s) set forth above shall be added
5 to the Net Settlement Amount. Plaintiff agrees not to opt out or object to the Service
6 Payment as the Class Representative.

7 (q) Settlement Administrator: The Settlement Administrator will be Phoenix Class Action
8 Administration Solutions. Settlement Administration Costs are estimated not to exceed
9 \$12,250.00. The costs of the Settlement Administrator for work done shall be paid
10 regardless of the outcome of this Settlement.

11 (r) Funding of Settlement Account: Defendant will pay to the Claims Administrator the total
12 Gross Settlement Amount of \$985,000 as follows: (a) Three Hundred and Twenty Five
13 Thousand Dollars (\$325,000) of the Gross Settlement Amount to be paid no later than
14 March 31, 2023; and (b) Six Hundred and Sixty Thousand Dollars (\$660,000), including
15 payment for all claims, payment of Claims Administration Expenses, Attorneys' Fees,
16 Attorneys' Expenses, Service Awards, and PAGA Payment sixty (60) days of entry of the
17 final approval order or by December 15, 2023, whichever is later ("Effective Date").

18 (s) Mailing of Settlement Payments: The Settlement Administrator shall cause the Settlement
19 Payments to be mailed to the Class Members within 14 calendar days of the receipt of
20 funding.

21 (t) Notice of Settlement: Each Class Member will be mailed a notice setting forth the material
22 terms of the proposed Settlement, along with instructions about how to object or request
23 exclusion from the proposed class action Settlement ("Notice"). For each Class Member,
24 there will be pre-printed information on the mailed Notice, based on Defendant's records,
25 stating the Class Member's Covered Workweeks during the Class Period and the
26 estimated total Settlement Payment under the Settlement, including the Settlement Class
27 Payment and the PAGA Settlement Payment that will be distributed irrespective of any
28 exclusion request. The pre-printed information based on Defendant's records shall be

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

7 (u) Settlement Notice Language: The Notice will issue in English and Spanish.

8 (v) Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class
9 Members submitting a Request for Exclusion will nevertheless receive their pro-rata share
10 of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA
11 Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall
12 serve a notice of settlement on the California Labor and Workforce Development Agency
13 at or before the time Plaintiff files the motion for preliminary approval.

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

24 (x) Right of Class Member to Request Exclusion from the Settlement: Any Class Member
25 may request to be excluded from the Class by mailing a "Request for Exclusion" from the
26 Settlement within the Response Deadline. Any Request for Exclusion must include the
27 name, address, telephone number, last four digits of the Class Member's Social Security
28 Number, and the signature of the Class Member requesting exclusion. Any such request

1 must be made in accordance with the terms of the Notice, and the Notice will advise Class
2 Members of these requirements. Any Class Member who timely requests exclusion in
3 compliance with these requirements (i) shall not have any rights under this Settlement
4 other than a right to receive a pro-rata share of the portion of the PAGA payment allocated
5 to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be
6 entitled to receive any Settlement Payments under this Settlement other than as stated in
7 Paragraph 26(j); and (iii) shall not be bound by this Settlement or the Court's Order and
8 Final Judgment other than as it applies to the PAGA Claim.

- 9 (y) Right of Settlement Class Member to Object to The Settlement: Any Class Member may
10 object to the Settlement. To object, the Class Member may (1) appear at the Final
11 Approval Hearing, remotely or in person, to explain any objection, (2) have an attorney
12 object for the Class Member, or (3) submit a simple written brief or statement of objection
13 to the Settlement Administrator. If any Class Member chooses to submit a written
14 objection, the written objection should contain sufficient information to confirm the
15 identity of the objector and the basis of the objection, including (1) the full name of the
16 Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the
17 grounds for the objection; and (4) be postmarked within the Response Deadline to permit
18 adequate time for processing and review by the Parties of the written statement or
19 objection. Class Counsel shall ensure that any written objections are transmitted to the
20 Court for the Court's review (either by Class Counsel or as an attachment to declaration
21 from the Settlement Administrator). Regardless of the form, an objection alone will not
22 satisfy the requirement that a Settlement Class Member must either make a timely
23 complaint in intervention before final judgment or by file a motion to set aside and vacate
24 the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry
25 of judgment approving this Settlement, as is required under the California Supreme Court
26 decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member
27 who does not object prior to or at the Final Approval Hearing, will be deemed to have
28 waived any objections and will be foreclosed from making any objections (whether at the

1 Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class
2 Member does not formally intervene in the action or move to set aside any judgment
3 and/or the Court rejects the Class Member's objection, the Class Member will still be
4 bound by the terms of this Agreement. Class Counsel and Defendant's Counsel may, at
5 least five (5) calendar days (or some other number of days as the Court shall specify)
6 before the final approval hearing, file responses to any written objections submitted to the
7 Court.

8 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

9 29. Subject to the Court's approval, and subject to reconsideration by the Parties after a
10 competitive bidding process, the Parties have agreed to the appointment of Phoenix Class Action
11 Administration Solutions to perform the customary duties of Settlement Administrator. The Settlement
12 Administrator will mail the Notice, both in English and Spanish, to the Class Members.

13 30. The Settlement Administrator will independently review the Covered Workweeks
14 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
15 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
16 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
17 Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform
18 its duties.

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

26 32. The Settlement Administrator will post the final judgment approving the Settlement on a
27 website maintained by the Settlement Administrator for a period of not less than 90 calendar days after
28 the final judgment is entered. The address of that website will be included in the Notice.

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33. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 33% of the Gross Settlement Amount (or \$325,050.00) and litigation costs not to exceed \$17,500.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. The Parties agree that there is no prevailing party, and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of and deducted from the Gross Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be distributed by the Settlement Administrator to Class Counsel, within 14 calendar days of the receipt of settlement funds by the Settlement Administrator. In the event that the Court awards less than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

THE NOTICE PROCESS

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

(a) Within 7 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (5) dates of employment at Defendant's locations in California. This database shall be based on Defendant's payroll and other business

1 records and shall be provided in a reasonable format to the Settlement Administrator.
2 Defendant agrees to consult with the Settlement Administrator prior to the production date
3 to ensure that the format will be acceptable to the Settlement Administrator. The
4 Settlement Administrator will run a check of the Class Members' addresses against those
5 on file with the U.S. Postal Service's National Change of Address List; this check will be
6 performed only once per Class Member by the Settlement Administrator. Absent mutual
7 written agreement of counsel for the Parties or Court order, the Settlement Administrator
8 will keep this database confidential and secure and use it only for the purposes described
9 herein, and will return this database to Defendant upon final approval of the settlement or
10 destroy electronic records containing the database after the Settlement is final and all
11 payments are distributed as required under this Agreement.

12 (b) Within 14 calendar days after the Class database is provided to the Settlement
13 Administrator, the Settlement Administrator will mail the Notices to the Class Members
14 by First Class United States mail.

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

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

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

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

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

36. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

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

RELEASE BY THE CLASS AND PAGA EMPLOYEES

38. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this

1 Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid
2 and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
3 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
4 claims as follows:

5 (a) **Identity of Released Parties.** The released parties are Defendant, and each of
6 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
7 subsidiaries, brother and sister corporations, divisions, related companies,
8 successors and predecessors, and current and former employees, attorneys,
9 officers, directors, shareholders, owners, trustees, attorneys, fiduciaries,
10 beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers,
11 representatives, administrators, employee benefit plans, and assigns of said
12 entities (collectively "Releasees").

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

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

- 26 1) any and all claims stated in the Action, or that could have been stated
27 based on the facts alleged in the Action, including but not limited to all
28 state wage and hour claims (including all claims under the California

Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA ("Released Claims"); and

2) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action, implicitly or explicitly.

(d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

EMPLOYMENT BY DEFENDANT

39. Employment of Plaintiff by Defendant is not consideration for, or a condition of, this Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

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

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representatives' service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and
- (g) Appointing Phoenix Class Action Administration Solutions. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

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

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representatives;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement;
- (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;

- 1 (f) Entering a final judgment in the action;
- 2 (g) Adjudging that notwithstanding the submission of a timely request for exclusion,
- 3 Class Members are still bound by the settlement and release of the Released
- 4 PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior*
- 5 *Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do
- 6 not apply to the Released PAGA Claims, and further affirms that the State's
- 7 claims for civil penalties pursuant to PAGA are also extinguished; and
- 8 (h) Directing the posting of the final judgment on a website maintained by the
- 9 Settlement Administrator for a period of not less than 90 calendar days after entry
- 10 of final judgment.

11 Any revised final judgments will also be provided to Defendant's Counsel for review and approval before

12 they are submitted to the Court.

13 **NULLIFICATION AND TERMINATION**

14 42. This Settlement will be null and void if any of the following occur: (a) the Court should

15 for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to

16 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than

17 adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should

18 for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or

19 rendered void; or (e) the Settlement does not become final for any other reason.

20 43. If 10% or more of the Class Members opt out of this Settlement, then Defendant in its sole

21 discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide

22 Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no

23 less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's

24 Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than 30

25 calendar days after the Response Deadline. If this option is exercised by Defendant, Defendant shall be

26 solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

27 44. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement

28 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or

proceedings shall have any force or effect and no Party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

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

MUTUAL FULL COOPERATION

46. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

47. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein, and that they are not on notice of any liens as to the Gross Settlement Amount or any right to attorneys' fees or costs.

NO ADMISSION OF LIABILITY

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

1 **ENFORCEMENT ACTIONS**

2 49. In the event that one or more of the Parties to this Settlement institutes any legal action or
3 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
4 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
5 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
6 incurred in connection with any enforcement actions. The parties agree that the Superior Court of
7 California, San Diego County, will retain jurisdiction over the Parties for the purpose of enforcement
8 of the terms of this Agreement pursuant to Code of Civil Procedure § 664.6.

9 **NOTICES**

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

14 Class Counsel:

15 **RASTEGAR LAW GROUP, APC**
16 FARZAD RASTEGAR (State Bar No.
155555)
17 farzad@rastegarlawgroup.com
18 ROSE SORIAL (State Bar No. 271382)
19 rose@rastegarlawgroup.com
20 22760 Hawthorne Blvd., Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094

Counsel for Defendant:

**FREEMAN MATHIS & GARY,
LLP**
DAVID G. MOLINARI
(Bar No. 131843)
dmolinari@fmglaw.com
MANDY D. HEXOM
(Bar No. 216390)
mhexom@fmglaw.com
225 Broadway, Suite 1460
San Diego, CA 92101
Tel: (619) 687-3000

21
22 **CONSTRUCTION**

23 51. The Parties hereto agree that the terms and conditions of this Settlement are the result of
24 lengthy, intensive arms-length negotiations between the Parties, including but not limited to an all day
25 mediation with Todd A. Smith, and this Settlement shall not be construed in favor of or against any Party
26 by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this
27 Settlement.
28

1 **CAPTIONS AND INTERPRETATIONS**

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

5 **MODIFICATION**

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

9 **INTEGRATION CLAUSE**

10 54. This Settlement contains the entire agreement between the Parties relating to the
11 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
12 understandings, representations, and statements, whether oral or written and whether by a Party or such
13 Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

14 **WAIVER OF APPEALS**

15 55. The Parties agree to waive appeals and to stipulate to class certification for purposes of
16 implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the
17 amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the
18 Gross Settlement Amount as attorney's fees.

19 **BINDING ON ASSIGNS**

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

22 **CLASS COUNSEL SIGNATORIES**

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

27 **COUNTERPARTS**

28 58. This Settlement may be executed in counterparts and by electronic or facsimile signatures,

1 and when each Party has signed and delivered at least one such counterpart, each counterpart shall be
2 deemed an original, and, when taken together with other signed counterparts, shall constitute one
3 Settlement, which shall be binding upon and effective as to all Parties.

4 **CONFIDENTIALITY & PUBLIC COMMENT**

5 59. The Class Representative and Class Counsel agree they will not make any disparaging
6 comments about Defendant relating to this Settlement of this class action or disclose the negotiations of
7 the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record
8 other than to Class Members, who may receive information about the Settlement that is not in the public
9 record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as
10 expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of
11 the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
12 comments to the media or otherwise publicize the terms of the Settlement but may continue to make court
13 filings necessary to effectuate the Settlement. To the extent counsel for either Party wish to advertise this
14 settlement, such advertising will be limited to a statement that a matter was settled between a putative
15 class and a “health care provider.” Any communication about the Settlement to Class Members prior to
16 the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a
17 statement of any of the details that would necessarily be included in any Court-approved Notice if a Class
18 Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed
19 Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class
20 Representative is prohibited from discussing the terms or the fact of the settlement with third parties other
21 than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all
22 times, the Class Representative is prohibited from communicating about the terms or the fact of the
23 settlement on any form of social media (“Social Media Bar”). In the event of a proven breach of the Social
24 Media Bar, the violating Plaintiff shall forfeit one-half of the class representative enhancement payment,
25 as a form of liquidated damages. Class Counsel will take all steps necessary to ensure the Class
26 Representative is aware of, and will adhere to, the restrictions against any public disclosure of the
27 Settlement. Class Counsel will not include or use the settlement for any marketing or promotional
28 purposes other than as expressly allowed above.

FINAL JUDGMENT

60. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety consistent with the terms of this Joint Stipulation Settlement. The final judgment may be included in the Order granting Final Approval of the Settlement.

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

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: 07/06/2023

By:



Yadira Gomez Galeana

Plaintiff's Counsel:

Dated: March 15, 2023

RASTEGAR LAW GROUP, APC

By:



Farzad Rastegar
Rose Sorial

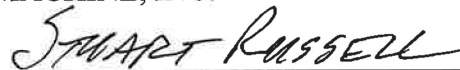
Attorneys for Plaintiff
YADIRA GOMEZ GALEANA

Defendant:

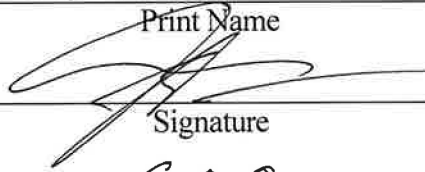
Dated: March 6, 2023

K-TECH MACHINE, INC.

By:



Print Name



Signature

C.O.O.

Title

Defendant's Counsel:

Dated: March 6, 2023

FREEMAN MATHIS & GARY, LLP

By:



Mandy D. Hexom
Attorneys for Defendant
K-TECH MACHINE, INC.