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Attorneys for Defendant,
TULARE FIRESTONE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

JAMES SHEPHERD, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

v.

TULARE FIRESTONE, INC.; and DOES 1 to
50, inclusive,

Defendants.

CASE NO.: 286250

Judge: Honorable David Mathias
Dept.: 1

**JOINT STIPULATION OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LAB. CODE § 2698, ET SEQ.)
SETTLEMENT AND RELEASE
AGREEMENT**

1 IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to
2 the approval of the Court, pursuant to Labor Code § 2699(1)(2), that the settlement of this action
3 shall be effectuated upon and subject to the following terms and conditions. Capitalized terms
4 used herein shall have the meanings set forth in Section 1 or elsewhere in this Joint Stipulation of
5 Private Attorneys General Act ("PAGA") Settlement and Release ("Agreement" or "Settlement
6 Agreement").

7 This Agreement is made by and between Plaintiff James Shepherd ("Plaintiff") for
8 himself and on behalf of other Covered Employees (defined below) and the State of California,
9 and Defendant Tulare Firestone, Inc. ("Defendant"). (Plaintiff and Defendant, as defined herein,
10 are collectively referred to as the "Parties").

11 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by
12 agreement of Defendant to (i) pay the maximum sum of One Hundred Sixty Five Thousand
13 Dollars (\$165,000.00) (hereinafter referred to as the "Gross Settlement Fund"), which shall
14 include a LWDA Penalty Payment to the State of California (defined below), an Employees
15 Penalty Payment to the Covered Employees (defined below), Plaintiff's Attorney's Fees and
16 Litigation Costs as approved by the Court, and the Settlement Administration Fee as approved by
17 the Court. Defendant's monetary obligations under this Agreement are limited to the amount
18 defined as the Gross Settlement Fund, and Defendant may not be required to contribute additional
19 monies above the Gross Settlement Fund under any circumstances whatsoever.

20 **Section 1. Definitions.**

21 Unless otherwise defined herein, the following terms used in this Agreement shall have
22 the meanings ascribed to them as set forth below:

- 23 (a) "Complaint" or "Litigation" means the operative Complaint filed in *James Shepherd*
24 *v. Tulare Firestone, Inc.*, pending before the Superior Court of the State of
25 California for the County of Tulare, Case No. 286250.
26 (b) "Court" means the Superior Court of the State of California for the County of Tulare.
27 (c) "Covered Employees" means all current and former hourly employees of Tulare
28 Firestone, Inc. for one or more pay periods in California at any time during the

1 Covered Period. The settlement is premised on the Defendant's representations that
2 there are approximately 156 employees and 2,672 pay stubs in the Covered
3 Employees.

4 (d) "Covered Period" means the period from March 11, 2020 to September 30, 2021.

5 (e) "Defendant's Counsel" means:

6 Irene V. Fitzgerald
7 Andrew H. Woo
8 LITTLER MENDELSON, P.C.
9 5200 North Palm Avenue, Suite 302
10 Fresno, CA 93704.2225
11 Telephone: 559.244.7500
12 Fax No.: 559.244.7525

13 (f) "Effective Date" means the date this Agreement shall be effective upon the later of
14 the following dates: (i) if an appeal is filed, the date the Court of Appeal or the
15 California Supreme Court has rendered a final ruling affirming the trial court's
16 approval of the Agreement without material modification; or (ii) the date that the
17 deadline for seeking appellate review of the trial court's approval of the Agreement
18 has passed without the filing of a timely appeal or timely request for review. The
19 Effective Date shall only apply if the Court has approved the Agreement.

20 (g) "LWDA" means the California Labor and Workforce Development Agency.

21 (h) "Net Settlement Fund" means the amount to be distributed as the LWDA Penalty
22 Payment and the Employees Penalty Payment after deducting from the Gross
23 Settlement Fund the amounts approved by the Court for the Plaintiff's Attorney's
24 Fees and Litigation Costs, and the Settlement Administration Fee.

25 (i) "Plaintiff's Counsel" means:

26 Darren M. Cohen
27 KINGLSEY & KINGLSEY, APC
28 16133 Ventura Blvd., Suite 1200
Encino, California 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2930

(j) "Released Claims" means any and all claims for relief under PAGA, of whatever
kind or nature, whether known or unknown, arising during the Covered Period,

1 based on the facts alleged by Plaintiff in the Litigation and Plaintiff's notice letter
2 to the LWDA including, but not limited to, Labor Code §§ 203, 226(a), 226.7, 510,
3 512, 1194, 1197, 1199, 2802, and the applicable IWC Wage Orders, and the
4 applicable IWC Wage Orders, and any resulting claim for attorney's fees and costs
5 under PAGA.

6 (k) "Released Parties" means Tulare Firestone, Inc., its respective current and former,
7 direct and indirect owners, parents, subsidiaries, brother-sister companies, and all
8 other affiliated and related entities, and their respective current and former partners,
9 officers, directors, attorneys, agents and other related parties.

10 (l) "Settlement Administrator" means Simpluris, Inc. a third-party administrator who
11 shall administer the settlement in accordance with this Agreement. The costs of the
12 Settlement Administrator to perform its duties under this Agreement are currently
13 estimated to be an amount of up to Six Thousand Five Hundred Dollars (\$6,500.00)
14 ("Settlement Administration Fee").

15 (m) "Settlement Pay Periods" means the number of payroll periods during which each
16 Covered Employee was paid wages as an hourly non-exempt employee by Tulare
17 Firestone, Inc. for employment in California during the Covered Period.

18 **Section 2.** **Background.**

19 (a) On March 11, 2021, Plaintiff, on behalf of himself, other allegedly aggrieved
20 employees, and the State of California submitted a letter to the LWDA in which he
21 alleged that Defendant failed to pay wages for all hours worked, failed to provide
22 meal periods and rest breaks, failed to provide accurate itemized wage statements,
23 failed to reimburse expenses, and failed to timely pay final wages. On March 12,
24 2021, Plaintiff filed a class action lawsuit seeking civil penalties under PAGA
25 arising from these alleged wage-and-hour claims against Defendant in Tulare
26 Superior Court. Throughout the Litigation, Defendant denied, and continues to
27 deny, any wrongdoing in regard to the alleged violations.

28 (b) On August 23, 2021, the Parties participated in a mediation with mediator Lisa

1 Klerman and were able to reach a settlement agreement. The Parties continued to
2 meet and confer thereafter regarding a settlement, and executed a Memorandum of
3 Understanding to settle the Litigation.

4 (c) The Settlement Agreement contemplates all of the following:

- 5 1. Within 10 days of executing this Agreement, Plaintiff shall file a First
6 Amended Representative Action Complaint to remove the class action
7 allegations and pursue the claim for civil penalties under PAGA for the
8 Labor Code violations as listed in the PAGA Notice ("Amended
9 Complaint").
- 10 2. Once the First Amended Representative Action Complaint is prepared and
11 agreed to and this Agreement is signed, Plaintiff shall file with the Court a
12 stipulation seeking leave to file the Amended Complaint.
- 13 3. Entry of an order by the Court granting approval of the payment for
14 settlement of the PAGA penalties, pursuant to California Labor Code
15 § 2699(1)(2).

16 **Section 3. Attorney's Fees and Litigation Costs Payment**

17 Subject to Court approval, Plaintiff's Counsel will request and be paid from the Gross
18 Settlement Fund (i) an amount up to thirty-five percent (35%) of the Settlement Fund, totaling
19 Fifty-Seven Thousand Seven Hundred Fifty Dollars (\$57,750.00) for attorney's fees ("Attorney's
20 Fees Payment"), and (ii) in the amount up to Fifteen Thousand Dollars (\$15,000.00) for
21 reimbursement of actual litigation costs ("Litigation Costs Payment"), which Defendant will not
22 oppose.

23 Except as expressly provided herein, Defendant and Plaintiff shall each bear their own
24 attorney's fees and costs.

25 **Section 4. Cooperation.**

26 The Parties will cooperate in obtaining—through a stipulation, or, in the alternative, a
27 motion or other application—an order from the Court approving this Settlement Agreement,
28 dismissing the Litigation with prejudice (subject to the Court's retention of jurisdiction to enforce

1 the terms of the Settlement under Code of Civil Procedure § 664.6), and payment of PAGA
2 penalties as described herein, pursuant to California Labor Code § 2699(1)(2). Plaintiff will
3 submit this Settlement Agreement and the Joint Stipulation (or Motion) for Settlement Approval
4 to the LWDA pursuant to Labor Code § 2699(1)(2), and provide proof of submission to the Court
5 as part of the settlement approval process. The Parties agree to use their best efforts to expedite
6 the preparation and submission of the settlement documents. The Parties further agree to fully
7 cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to
8 be prepared or filed, and shall take all steps that may be requested by the Court relating to, or that
9 are otherwise necessary to the approval and implementation of the payment of PAGA penalties as
10 described in this Agreement.

11 **Section 5. Submission to LWDA and Court Approval.**

12 In connection with the motion and/or stipulation to obtain the Court's approval of this
13 Agreement, Plaintiff's Counsel shall submit this Agreement to the Court for its approval and, at
14 the same time, submit this Agreement to the LWDA, pursuant to California Labor Code
15 § 2699(1)(2). Plaintiff's Counsel shall also submit to the Court a proposed order approving this
16 Agreement, retaining jurisdiction pursuant to Code of Civil Procedure § 664.6 to enforce its
17 terms, and dismissing the Litigation with prejudice as to all Parties. Should either Defendant or
18 Plaintiff fail to act and/or facilitate submission of this Agreement for approval by the Court, either
19 Defendant or Plaintiff may seek to obtain the Court's approval of the Agreement. The Court's
20 approval of this Agreement shall be embodied in a written order. If the Court does not grant
21 approval of the Settlement, or if the Court's final approval of the Settlement is reversed or
22 materially modified on appellate review, then the Settling will become null and void. A
23 modification of amounts payable in attorneys' fees or expenses shall not be deemed a material
24 modification of the Settlement.

25 **Section 6. Settlement Payment Procedures.**

26 (a) Covered Employees Data

- 27 1. No later than thirty (30) calendar days after the Effective Date, Defendant
28 shall provide the Settlement Administrator with a list of the Covered

1 Employees (the "Covered Employees List"). The Covered Employees List
2 shall state each Covered Employee's (1) first and last name, (2) last known
3 address, (3) last known phone number, (4) Social Security number, and (5)
4 the dates of employment for each Covered Employee. This information shall
5 be treated as and remain completely confidential and shall be used solely to
6 manage the settlement administration process described herein. The
7 Settlement Administrator shall not share or disclose the Covered Employees
8 List to Plaintiff's Counsel, Plaintiff or any other person or entity.

9 (b) Deposit and Distribution of Settlement Fund

- 10 1. No more than five (5) calendar days after the date the Court approves the
11 Settlement, the Settlement Administrator will provide Defendant with wire
12 transfer information and a completed W-9.
- 13 2. No later than fifteen (15) calendar days after the Effective Date, Defendant
14 will transfer the Gross Settlement Fund to the Settlement Administrator via
15 wire transfer(s).
- 16 3. No later than twenty (20) calendar days after Defendant transfer the Gross
17 Settlement Fund to the Settlement Administrator, the Settlement
18 Administrator shall distribute the Attorney's Fees Payment, the Litigation
19 Costs Payment, the Settlement Administration Fee, and the LWDA Penalties
20 Payment.
- 21 4. No later than twenty (20) calendar days after Defendant transfer the Gross
22 Settlement Fund to the Settlement Administrator, the Settlement
23 Administrator shall mail the Employee Payments to the Covered Employees,
24 along with the Covered Employee Payment Cover Letter (the "Cover
25 Letter," attached hereto as "EXHIBIT A"). Prior to the mailing, the
26 Settlement Administrator shall update the addresses contained in the
27 Covered Employees List using the National Change of Address database. If
28 an Employee Payment and Cover Letter is returned as undeliverable, the

1 Settlement Administrator shall search the National Change of Address
2 database again for a more current address of the Covered Employee and re-
3 mail the Employee Payment and Cover Letter to any alternative or updated
4 address that is located within five (5) calendar days.

- 5 5. All payments provided for by this Agreement shall be made by the
6 Settlement Administrator in accordance with this Agreement and the Court's
7 order approving this Agreement.

8 (c) Distribution of Net Settlement Fund.

- 9 1. The Net Settlement Fund is considered to be non-wage penalties and will be
10 paid without reduction for any taxes or other withholdings, and will be
11 reported on an IRS Form 1099 (if required).

12 i. Seventy Five Percent (75%) of the Net Settlement Fund shall
13 be paid to the LWDA ("LWDA Penalty Payment").

14 ii. Twenty Five Percent (25%) of the Net Settlement Fund shall
15 be distributed to the Covered Employees ("Employees
16 Penalty Payment").

- 17 2. The Employees Penalty Payment shall be distributed to the Covered
18 Employees *pro rata*, based on their respective number of workweeks
19 worked.

- 20 3. The Settlement Administrator shall issue to all Covered Employees (i) a
21 check for their respective Employees Penalty Payment; (ii) an IRS Form
22 1099 for their respective Employees Penalty Payment (if required); and (iii)
23 the Cover Letter.

- 24 4. Checks issued to Covered Employees shall remain valid for one hundred
25 eighty (180) days. All checks issued to Covered Employees that have not
26 been cashed or deposited within the 180-day period will be cancelled, and
27 the funds associated with such cancelled checks will be transmitted by the
28 Settlement Administrator to the Controller of the State of California to be

1 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
2 *et seq.*, in the names and corresponding amounts associated with each
3 Covered Employee whose check(s) are cancelled.

4 5. The Settlement Administrator shall transmit the LWDA Penalty Payment to
5 the LWDA as one lump sum payment, and, if this payment is made by check,
6 the check shall remain valid for one year.

7 (d) Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel make no
8 representations or warranties with respect to tax consequences of any payment under
9 this Agreement and do not intend anything contained in this Agreement to constitute
10 advice regarding taxes or taxability, and nothing in this Agreement may be relied
11 upon as such. Plaintiff, Plaintiff's Counsel and Covered Employees will be solely
12 responsible for correctly characterizing any compensation received under the
13 settlement on their respective personal income tax returns for tax purposes, and
14 paying all appropriate taxes due and penalties assessed on any and all amounts paid
15 to them under this settlement. Covered Employees will hold the Parties free and
16 harmless from and against any claims resulting from treatment of such payments as
17 non-taxable damages, including the treatment of such payment as not subject to
18 withholding or deduction for payroll and employment taxes.

19 **Section 7.** No Admission.

20 This Agreement and compliance with this Agreement shall not be construed as an
21 admission by Defendant of any liability whatsoever, or as an admission by Defendant of any
22 violations of Plaintiff's or the Covered Employees' rights, or any violations of any order, law,
23 statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or
24 any of the allegedly Covered Employees or the LWDA for any alleged violation of rights, or for
25 any alleged violation of any order, law, statute, duty or contract.

26 **Section 8.** Non-Evidentiary Use.

27 Neither this Agreement nor any of its terms shall be offered or used as evidence by any of
28 the Parties, or their respective counsel in the Litigation or in any other action or proceeding;

provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.

Section 9. Nullification.

(a) If the Court does not grant approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into, nor filed with the Court. A modification of amounts payable in attorney's fees or expenses shall not be deemed a material modification of the Settlement.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Section 10. Release by Plaintiff, Covered Employees, and State of California.

Upon the Effective Date, Plaintiff, all Covered Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

Section 11. General Release by Plaintiff.

Additionally, Plaintiff agrees to enter into a standalone, confidential general release, wherein he will release, acquit, and forever discharge Released Parties, or any of them, from any and all claims. Execution of a standalone, confidential general release is a material condition of this Agreement.

Section 12. Publicity

Plaintiff and Plaintiff's Counsel agree that they will not issue (before the date of the filing of the motion and/or joint stipulation for approval of this Settlement) any press releases, initiate any contact with the press, respond to any press inquiry, post any new material on any internet websites, or have any communication with the press about the Litigation and/or the fact, amount, or terms of the Settlement. Plaintiff's Counsel further agrees not to use the settlement or the

1 settlement terms, in whole or in part, as or in advertising material for Plaintiff's Counsel's firm
2 (including, without limitation, listing the settlement on Plaintiff's Counsel's firm's website or
3 marketing materials in such a manner that the identify of Defendants can be discerned). If
4 Plaintiff or Plaintiff's Counsel violate this Section, including without limitation, by making a
5 disclosure to any non-party that (a) a settlement has been reached; or (b) any of the terms of the
6 Settlement, before the Court has preliminarily approved the Settlement, Defendant may rescind
7 the Settlement, rendering it null and void or take any action Defendant deems appropriate.

8 **Section 13. Voluntaryness.**

9 This Agreement is executed voluntarily and without duress or undue influence on the part
10 of or on behalf of any of the Parties, or any other person, firm, or other entity.

11 **Section 14. Amendments.**

12 The terms and provisions of this Agreement may be amended only by a written agreement
13 that is both: (a) signed by Plaintiff, Defendant, Plaintiff's Counsel and Defendant's Counsel, and
14 (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a
15 waiver of any other provision of this Agreement unless expressly so indicated otherwise.

16 **Section 15. Assignment.**

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Covered Employee, Plaintiff's Counsel, or Defendant's Counsel without
19 the express written consent of each other Party and their respective counsel hereto. The
20 representations, warranties, covenants, and agreements contained in this Agreement are for the
21 sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or
22 to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to
23 any person or entity any right or cause of action, or claim released by this Agreement.

24 **Section 16. Governing Law.**

25 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
26 shall be determined, in accordance with the laws of the State of California.

27 **Section 17. Entire Agreement.**

28 This Agreement contains the entire understanding of the Parties hereto in respect of the

1 subject matter contained herein. This Agreement supersedes all prior agreements and
2 understandings among the Parties hereto with respect to the settlement of the Litigation.

3 **Section 18. Counterparts.**

4 This Agreement, and any amendments hereto, may be executed in any number of
5 counterparts and any Party and/or their respective counsel hereto may execute any such
6 counterpart, each of which, when executed and delivered, shall be deemed to be an original and
7 all of which counterparts taken together shall constitute but one and the same instrument. It shall
8 not be necessary in making proof of this Agreement or any counterpart hereof to produce or
9 account for any of the other counterparts. A facsimile, scanned or digital signature, including but
10 not limited to DocuSign shall be treated as an original signature for all purposes.

11 **Section 19. Dispute(s).**

12 Should any dispute(s) arise among the Parties or their respective counsel regarding the
13 implementation or interpretation of this Agreement, the Parties agree to submit any such
14 dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this
15 Agreement in Court or before the Court, the prevailing party shall be entitled to recover
16 reasonable attorney's fees and costs.

17 **Section 20. Binding.**

18 This Agreement shall bind and inure to the benefit of the Parties hereto and to their
19 respective successors, assigns, legatees, heirs, and personal representatives.

20 **Section 21. Dismissal & Continuing Jurisdiction.**

21 The Parties agree that, upon the occurrence of the dismissal with prejudice of the
22 Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the
23 Court pursuant to Code of Civil Procedure § 664.6 and the Court shall retain exclusive and
24 continuing equity jurisdiction over this Litigation and over all Parties and Covered Employees to
25 interpret and enforce the terms, conditions and obligations of the Agreement. Plaintiff's Counsel
26 shall submit the order approving this Agreement and dismissing the Litigation with prejudice to
27 the LWDA, in compliance with California Labor Code § 2699(1)(3).

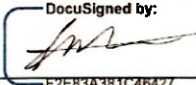
28 **IN WITNESS WHEREOF**, the Parties, Plaintiff's Counsel and Defendant's Counsel

1 have executed this Agreement on the last date set forth below.

2
3 **APPROVED AND ACCEPTED.**

4 DATED: ~~June~~ 2, 2022
5 August

PLAINTIFF:
JAMES SHEPHERD

6 By: 
7 DocuSigned by:
F2E83A381C46427...

8 **APPROVED AND ACCEPTED.**

9 DATED: June 3, 2022

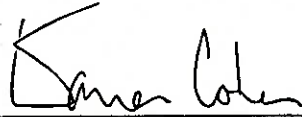
TULARE FIRESTONE, INC.

10
11 By: 
12 PRESIDENT

13
14
15 **APPROVED AND ACCEPTED.**

16 DATED: ~~June~~ 2, 2022
17 August

KINGLSEY & KINGLSEY, APC

18 By: 
19 DARREN M. COHEN

20 Attorneys for Plaintiff
JAMES SHEPHERD

21 **APPROVED AND ACCEPTED.**

22 DATED: June 22, 2022

LITTLER MENDELSON, P.C.

23
24 By: 
25 IRENE V. FITZGERLAD
ANDREW H. WOOO

26 Attorneys for Defendant
27 TULARE FIRESTONE, INC.
28

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff James Shepherd ("Plaintiff"), and Defendant Tulare Firestone, Inc. ("Defendant"). Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant's other current and former hourly employees in California at any time from March 11, 2020 to September 30, 2021. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendant to provide: (i) wages for all hours worked at the proper rate, (ii) meal periods, (iii) rest breaks, (iv) itemized wage statement, (v) reimbursement of necessary expenses, and (vi) timely final pay. Defendant denies that they violated the law in any way. However, Defendant agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a current or former employee of Defendant in California between from March 11, 2020 to September 30, 2021, you are covered by this settlement. Per the Court's Final Judgment in this case, all people covered by the settlement have released any and all claims for PAGA penalties contained in Plaintiff's notice to the LWDA and Complaint. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of workweeks you worked for Defendant during the period between March 11, 2020 to September 30, 2021. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's Final Judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number].

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 3, 2022, I served all interested parties in this action the following documents described as **JOINT STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LAB. CODE § 2698, ET SEQ.) SETTLEMENT AND RELEASE AGREEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

LITTLER MENDELSON, P.C.

Irene V. Fitzgerald

ifitzgerald@littler.com

Andrew H. Woo

awoo@littler.com

5200 North Palm Avenue, Suite 302

Fresno, CA 93704-2225

[] (BY MAIL) I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing (“EF”) System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 3, 2022, at Encino, California.



Michelle A. Tanzer