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13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES
16 CENTRAL DISTRICT

17 NOE ALARCON GONZALEZ, on behalf of
himself and others similarly situated,

18 Plaintiff,

19 v.

20 IPS CORPORATION; WELD-ON
21 ADHESIVES, INC.; and DOES 1 to 100,
inclusive,

22 Defendants.
23

Case No. 21STCV15832

The Honorable William F. Highberger

**JOINT STIPULATION OF
SETTLEMENT**

1 This Joint Stipulation of Settlement and Release (the "Joint Stipulation of Settlement") is
2 made and entered into by and among: (a) Plaintiff Noe Alarcon Gonzalez ("Plaintiff"), on behalf
3 of himself and each member of the "Settlement Class" (as defined below) and each "PAGA
4 Employee" as defined below; and (b) Defendants IPS Corporation and Weld-On Adhesives, Inc.
5 ("Defendants").

6 **I. BACKGROUND; DENIALS OF LIABILITY**

7 On April 27, 2021, Plaintiff filed a wage and hour class action, Los Angeles Superior
8 Court Case No. 21STCV15832 (the "Action"), against Defendants. Defendants have denied and
9 continue to deny all claims in the Action.

10 In the Action, Plaintiff alleges class action claims on behalf of certain hourly, non-exempt
11 employees who work for or have worked for Defendants. More particularly, Plaintiff alleges,
12 among other things, that Defendants have failed to provide required meal or rest periods or to pay
13 wage premiums or properly calculated wage premiums for missing, short or late meal or rest
14 periods; failed to provide complete, accurate and timely wage statements; failed to pay or failed to
15 timely pay all regular wages, minimum wages, and/or premium or overtime wages owed; and
16 failed to timely pay all amounts due at the time of separation of employment. In the Action,
17 Plaintiff seeks on behalf of these employees monetary relief (including damages, restitution, and
18 penalties) and other relief.

19 The Parties participated in a full-day mediation before retired Superior Court Judge Lisa
20 Hart Cole. During the mediation, the Parties reached a settlement in principle not only of the
21 claims asserted in the Action, but also of any claims arising out of similar facts under the Private
22 Attorneys General Act, California Labor Code section 2698 et. seq. ("PAGA"). This Joint
23 Stipulation of Settlement, among other things, resolves and settles on behalf of the "Settlement
24 Class" and the "PAGA Employees" (both as defined below): (a) all claims asserted in the original
25 complaint in Action; and (b) additional claims that could have been asserted in the original
26 complaint, and that are being asserted in agreed amended complaints pursuant to this Joint
27 Stipulation of Settlement in order to the complete the release and resolution of such additional
28 claims included but not limited to PAGA claims. However, Defendants deny, on behalf of

1 themselves and each of the “Released Parties” as defined below, each and all such claims whether
2 asserted or to be asserted by Plaintiff individually or on behalf of any putative class or represented
3 group. Also, Defendants, on behalf of themselves and each of the Released Parties: deny that any
4 Released Party is liable in any way to Plaintiff or any putative member of any class or any
5 represented group; deny that Plaintiff or any putative member of any class or any represented
6 group is entitled to any monetary compensation or payment of any kind (or any other form of
7 relief) under California, federal, or any other law; and deny that Plaintiff or any putative member
8 of any class or any represented group are, were, or could have been harmed by any conduct, acts,
9 or omissions by Defendants or any Released Party. Defendants also deny that any of the settled
10 and released claims could ever properly be certified as a class in any contested certification
11 proceedings or could ever proceed as a collective or representative action in any contested
12 proceedings. However, Defendants have concluded that further litigation would be uncertain,
13 protracted, and expensive, and therefore desire to settle all the claims being released in order to
14 limit further cost, inconvenience, uncertainty, and distraction.

15 This Joint Stipulation of Settlement and all related documents, any action taken to
16 implement this Joint Stipulation of Settlement, and any statements, discussions, communications,
17 or materials prepared, exchanged, or used during the course of the negotiations leading to this
18 Joint Stipulation of Settlement, are “Settlement Documents and Information.” Settlement
19 Documents and Information are not discoverable and may not be used or admitted in any action or
20 proceeding, including but not limited to any wage-and-hour or other proceeding against
21 Defendants or the other Released Parties, for any purpose, except in a proceeding to enforce the
22 terms of this Joint Stipulation of Settlement. In particular and without limitation, Settlement
23 Documents and Information may not be used or admitted during any later proceeding to argue that
24 Defendants or any Released Parties have any liability or that any action can proceed on a
25 collective, class or representative basis. Nothing in this Joint Stipulation of Settlement is an
26 admission of any liability or wrongdoing by any Released Party.

1 **II. DEFINITIONS**

2 As used in this Joint Stipulation of Settlement, the following terms have the meanings
3 specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are
4 incorporated into this Definitions section by reference:

5 1. "Settlement Administrator" refers to CPT Group that will be engaged by Class
6 Counsel and paid out of the Maximum Settlement Amount, as described below, to perform the
7 notice, settlement administration, and distribution functions further described in this Joint
8 Stipulation of Settlement.

9 2. "Class Counsel" refers to Joseph Lavi, Vincent Granberry, and Melissa A. Huether
10 of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

11 3. "Class Member Allocation Amount" means the amount to be allocated under this
12 Settlement to individual "Participating Class Members" as calculated below.

13 4. "Class Notice" means the notice of this Settlement, substantially in the form of
14 Exhibit A, to be sent to Settlement Class Members to notify them of this Settlement and their right
15 to Opt Out.

16 5. The "Class Period" means the time period from and including October 30, 2016
17 through and including October 5, 2021; but subject to potential shortening as provided in Section
18 IV below.

19 6. The "Deadline Date" means the last date for Settlement Class Members to
20 postmark, for return to the Settlement Administrator, Requests for Exclusion or Objections. The
21 Deadline Date shall be forty-five (45) days after the Settlement Administrator has postmarked the
22 Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-
23 mailings, as specified in Section XVI below.

24 7. "Defendants" means IPS Corporation and Weld-On Adhesives, Inc.

25 8. "Effective Date" means the date on which the Superior Court's judgment approving
26 this Joint Stipulation of Settlement becomes "Final."

27 9. "Final" means the following with respect to the Superior Court's Final Class
28 Judgment approving this Joint Stipulation of Settlement:

1 A. The 65th calendar day after notice of entry of the Final Class Judgment,
2 plus any extension of the time to appeal resulting from the filing of a motion that extends the
3 deadline to appeal (assuming no appeal, writ or other request for appellate review is filed within
4 the foregoing time period).

5 B. If any appeal, writ, or other request for appellate review is filed within the
6 foregoing time period, the date when that appeal, writ, or request for appellate review is finally
7 ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

8 10. “Final Class Judgment” means the judgment to be entered by the Superior Court,
9 substantially in the form of Exhibit C, approving this Joint Stipulation of Settlement without
10 material change, confirming the releases of claims by Participating Class Members and by PAGA
11 Employees, and finally resolving the Action.

12 11. “Job Position” means any hourly non-exempt, California-based job position with
13 Defendants or any predecessors, except for positions at the Gilroy facility.

14 12. “Maximum Settlement Amount” means the amount defined in Section IV below.

15 13. “Net Settlement Amount” means the amount specified in Section IX below.

16 14. “Opt Out(s)” means any Settlement Class Member who submits a complete and
17 timely request to be excluded from this Settlement, by submitting a Request for Exclusion under
18 the procedures set forth below.

19 15. The “PAGA Employees” are defined in Section VIII below.

20 16. The “PAGA Period” means the time period from and including October 30, 2019
21 through and including October 5, 2021; but subject to potential shortening as provided in Section
22 IV below.

23 17. “Participating Class Member” means any Settlement Class Member who does not
24 submit a timely Request for Exclusion under the procedures set forth below.

25 18. The “Parties” means Defendants, Plaintiff, and the Settlement Class.

26 19. “Plaintiff” means Noe Alarcon Gonzalez, the plaintiff in the Action.

27

28

1 20. The “Preliminary Approval Order” means the order to be entered by the Superior
2 Court and substantially in the form of Exhibit B preliminarily approving this Joint Stipulation of
3 Settlement.

4 21. The “Released Parties” means: (a) Defendants and each and all past or present
5 partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries,
6 or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability
7 companies, or other forms of entity) of either Defendant; (b) each and all of the predecessor or
8 successor entities of any of those entities identified in subparagraph (a); (c) any other individuals
9 or entities of any kind, including but not limited to any payroll companies, which have been or
10 could be alleged to be in any manner responsible (whether on an alter ego, joint employer,
11 integrated enterprise, or any other theory) for any violations described in the releases below and
12 occurring as a result of employment in a Job Position; and (d) all past and present directors,
13 officers, representatives, insurers, agents, shareholders, limited or general partners, members,
14 lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b),
15 or (c).

16 22. “Request for Exclusion” means a Settlement Class Member’s request, in writing,
17 for exclusion from the Settlement.

18 23. “Settlement” means the settlement reflected in and to be effectuated through this
19 Joint Stipulation of Settlement.

20 24. “Settlement Class” means the Settlement Class as defined below in Section III.

21 25. “Settlement Class Members” means all members of the Settlement Class, including
22 any Opt Outs.

23 26. “Superior Court” means the Los Angeles County Superior Court.

24 **III. THE SETTLEMENT CLASS**

25 For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under
26 the procedures described below, the Superior Court’s approval of certification of the following
27 “Settlement Class”: All persons employed by Defendants in a Job Position at any time during the

1 Class Period. The Settlement Class shall include any heirs, successors, or assigns or purported
2 assigns of the above-described persons.

3 **IV. MAXIMUM SETTLEMENT AMOUNT**

4 The maximum amount to be paid under this Settlement is Four Hundred Fifty Thousand
5 Dollars and No Cents (\$450,000.00) (the "Maximum Settlement Amount"). This Settlement is
6 based on approximately 19,000 workweeks by Settlement Class Members. Should the number of
7 such workweeks as of the end of the Class Period exceed such stated number by more than 10%,
8 Defendants shall increase the Maximum Settlement Amount by an equal percentage. However,
9 Defendants shall have the right in their sole discretion to have the Class Period and PAGA Period
10 end on a date earlier than October 5, 2021. Should Defendants exercise such right: (a) the Class
11 Period and PAGA Period shall end as of such date; and (b) whether there will be any increase in
12 the Maximum Settlement Amount under this Section shall be measured by using the workweeks
13 as of the earlier date. The Maximum Settlement Amount shall be used to pay all of Class
14 Counsel's attorneys' fees and costs, all costs of settlement administration, all class representative
15 enhancement fees paid to Plaintiff, all payments to the California Labor Workforce and
16 Development Agency, all settlement payments to Participating Class Members, all payments to
17 the PAGA Employees, and the employee's share of all "Wage Withholdings" (as defined below)
18 on such payments. No Released Party shall be required to pay anything above or beyond the
19 Maximum Settlement Amount, under any circumstance, as a result of this Settlement, except
20 Defendants' obligation to pay the employer's share of taxes with respect to the wage portions of
21 Participating Class Members' settlement payments.

22 **V. PAYMENT TO PLAINTIFF OF CLASS REPRESENTATIVE ENHANCEMENT**
23 **FEES AND TO PLAINTIFF FOR A GENERAL RELEASE**

24 Plaintiff will apply to the Superior Court for approval of class representative enhancement
25 fees in the amount of no more than Seven Thousand Five Hundred Dollars and No Cents
26 (\$7,500.00) ("Class Representative Enhancement Fee"). Defendants will not oppose Class
27 Counsel's request of a Class Representative Enhancement Fee up to this specific amount, and the
28 Settlement Administrator will pay Plaintiff (from the Maximum Settlement Amount) the Class

1 Representative Enhancement Fee awarded by the Superior Court. Plaintiff understands and agrees
2 that the Superior Court may in its discretion award a lesser amount as enhancement fees, and
3 Plaintiff agrees that he will accept whatever amount, if any, the Superior Court may in its
4 discretion award as Class Representative Enhancement Fee. If Plaintiff receives enhancement fees
5 in less than the specified amount, any such reduction shall constitute part of the amount to be
6 distributed pursuant to Section IX as described below.

7 Plaintiff agrees that the Class Representative Enhancement Fee awarded to Plaintiff is not
8 a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his
9 Class Representative Enhancement Fee. Plaintiff shall be solely and legally responsible to pay any
10 and all applicable taxes on his Class Representative Enhancement Fee. Plaintiff agrees to
11 indemnify the Released Parties for any tax obligations arising out of payments of his Class
12 Representative Enhancement Fee. The Class Representative Enhancement Fee is in addition to the
13 Class Member Allocation Amount and Individual PAGA Payment to be paid to Plaintiff. The
14 Enhancement Fee represents payment for the time incurred and services rendered by Plaintiff on
15 behalf of the Settlement Class in obtaining this Settlement and a payment for his general release.

16 **VI. ATTORNEYS' FEES AND COSTS**

17 Class Counsel will apply to the Superior Court for approval of reasonable attorneys' fees
18 incurred for representing Plaintiff, the Settlement Class, and the PAGA Employees in the Action
19 in an amount not to exceed one-third of the Maximum Settlement Amount, or a maximum total of
20 One-Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) ("Attorneys' Fees"). If the
21 escalator provision in section IV is triggered and the Maximum Settlement Amount is increased,
22 Class Counsel shall, at its discretion, increase its request for attorneys' fees so that it remains one-
23 third of the Maximum Settlement Amount. Class Counsel will also apply to the Superior Court for
24 an award of actual costs in an amount of not more than Fifteen Thousand Dollars and No Cents
25 (\$15,000.00) (together, "Attorneys' Fees and Costs"). Defendants will not oppose Class Counsel's
26 request for an award of Attorneys' Fees and Costs up to the specified amounts, and the Settlement
27 Administrator will pay Class Counsel (from the Maximum Settlement Amount) the fees and costs
28 awarded by the Superior Court up to the specified amounts.

1 Class Counsel and Plaintiff understand and agree that the Superior Court may in its
2 discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel. If
3 Class Counsel receive Attorneys' Fees or Costs in less than the specified amounts, any such
4 reduction shall not revert to Defendants but shall instead constitute part of the amount to be
5 distributed pursuant to Section IX below.

6 The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees and
7 costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff, the Settlement Class,
8 and the PAGA Employees, and of all such future fees and costs including, but not limited to, fees
9 and costs incurred in documenting this Settlement, securing Superior Court approval of this
10 Settlement, monitoring this Settlement, reviewing and participating in the settlement
11 administration process, and obtaining the Final Class Judgment.

12 The Settlement Administrator will give Class Counsel an IRS Form 1099 for the
13 Attorneys' Fees and Costs awarded. Class Counsel understand and agree that they shall be solely
14 responsible for any and all taxes and/or penalties arising from payment of the costs and attorneys'
15 fees provided herein. Not later than the Effective Date, Class Counsel shall provide a fully and
16 properly executed IRS Form W-9 for purposes of the payments, which the Settlement
17 Administrator will electronically wire to Class Counsel.

18 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

19 The Parties have agreed to use CPT Group to administer the Settlement and have allocated
20 Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00) to reimbursement of costs for
21 administration which will be paid from the Maximum Settlement Amount ("Settlement
22 Administration Costs"). The Settlement Administrator has agreed to perform the claims
23 administration duties set forth in this Agreement for that flat amount. The Settlement
24 Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the
25 checks to Participating Class Members for their Class Member Allocation Amounts and to PAGA
26 Employees for their Individual PAGA Payment, to Class Counsel for Attorneys' Fees and Costs,
27 to Plaintiff for the Class Representative Enhancement Fee and the general release payment, and to
28 the California Labor Workforce Development Agency ("LWDA") (all as specified above or

below). The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B, for purposes of distributing these amounts. The Settlement Administrator shall file all required tax returns for the Qualified Settlement Fund, and shall calculate, and then remit to appropriate taxing and other governmental authorities, all amounts to be deducted or paid on account of the Class Member Allocation Amounts, including employee's share of "Wage Withholdings," as more specifically described and defined below. The Settlement Administrator shall provide appropriate indemnities against mistakes or inaccuracies in such tasks and against any misuse or breach of confidentiality for Settlement Class Members' or PAGA Employees' social security numbers, telephone numbers, addresses, or other private information. The Settlement Administrator shall perform all other tasks necessary to administer the Settlement. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Superior Court for a final and binding determination, not subject to further review or appeal of any kind.

VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

The Parties have agreed to pay a certain sum to the California Labor and Workforce Development Agency ("LWDA") in connection with PAGA. The Parties have agreed that a total of Forty Thousand Dollars and No Cents (\$40,000.00) of the Maximum Settlement Amount will be allocated to the resolution of Settlement Class Members' claims arising under PAGA for the PAGA Period ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars and No Cents (\$30,000.00), of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Ten Thousand Dollars and No Cents (\$10,000.00), of the PAGA Settlement Amount shall be distributed to Settlement Class Members (not excluding but instead including any Opt Outs) who were employed in a Job Position during any part of the PAGA Period (the "PAGA Employees") as specified below. This \$10,000 shall be referred to as the "PAGA Portion."

The Settlement Administrator will pay to the LWDA, in accordance with California Labor Code section 2699(i), the above-specified amount of Thirty Thousand Dollars and No Cents (\$30,000.00). The Settlement Administrator will advise Class Counsel when this payment is made.

1 **IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES**

2 After the Class Representative Enhancement Fees, Attorneys' Fees and Costs, costs of
3 settlement administration, and the LWDA Payment (as specified above) have been satisfied from
4 the Maximum Settlement Amount, the remainder (i.e., the "Net Settlement Amount") shall be
5 available to satisfy the employee's share of Wage Withholdings, to pay PAGA Employees their
6 share of the PAGA Portion, and to pay Participating Class Members their Class Member
7 Allocation Amounts.

8 Under this Joint Stipulation of Settlement, each Participating Class Member shall be
9 allocated a Class Member Allocation Amount. The Class Member Allocation Amount for each
10 Settlement Class Member who does not Opt Out and is thus deemed a Participating Class Member
11 shall be calculated as follows: (a) the number of workweeks each Participating Class Member
12 worked in a Job Position during the Class Period; divided by (b) the aggregate number of
13 workweeks for all Participating Class Member as calculated under subparagraph (a); and then
14 multiplied by (c) the Net Settlement Amount minus the PAGA Portion. The workweeks shall be
15 calculated using Defendants' payroll and timekeeping records.

16 Because PAGA Employees cannot opt out of the PAGA claims, each PAGA Employee,
17 whether or not a Participating Class Member (i.e. whether or not he or she opts out), shall receive
18 his or her share of the PAGA Portion ("Individual PAGA Payment") calculated as follows: (a) the
19 number of pay periods each PAGA Employee worked in a Job Position during the PAGA Period;
20 divided by (b) the aggregate number of pay periods worked by all PAGA Employees in a Job
21 Position during the PAGA Period; and then multiplied by (c) the PAGA Portion. Participating
22 Class Members who are also PAGA Employees will receive their Individual PAGA Payments in
23 addition to their Class Member Allocation Amount (minus Wage Withholdings). PAGA
24 Employees who opt out, and therefore are not Participating Class Members, will receive only their
25 Individual PAGA Payments.

26 The Parties agree that the Class Member Allocation Amounts shall constitute one-third
27 wages, one-third penalties, and one-third interest. Each Individual PAGA Payment shall be treated
28 as 100% penalties. The Settlement Administrator shall calculate and deduct from the wage portion

1 of each Participating Class Member's Class Member Allocation Amount the employee's share of
2 required state, federal, and local tax, and other wage obligations or withholdings. These shall
3 include, without limitation, all federal, state, and local employment taxes (such as Social Security
4 Taxes, Federal Unemployment Taxes, and California Unemployment and Training Taxes) and all
5 state and federal income taxes (collectively, the "Wage Withholdings"). The Settlement
6 Administrator shall remit these amounts to the appropriate authorities.

7 The Settlement Administrator shall pay to each Participating Class Member his or her
8 share (after Wage Withholdings) of the Class Member Allocation Amount, and shall pay to each
9 PAGA Employee his or her Individual PAGA Payment, in the manner and on the schedule set
10 forth below, and shall make remittances of Wage Withholdings to the required authorities as and
11 when required.

12 The Settlement Administrator shall issue to each Participating Class Member an IRS Form
13 W-2 to report the wage portion of his or her Class Member Allocation Amount and Wage
14 Withholdings. The Settlement Administrator shall issue to each Participating Class Member and
15 PAGA Employee an IRS Form 1099 for the non-wage portion of his or her Class Member
16 Allocation Amount and/or his or her Individual PAGA Payment.

17 Defendants, Defense counsel, Plaintiff, and Class Counsel make no representation as to the
18 tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class
19 Members, and PAGA Employees are not relying on any statement, representation, or calculation
20 by Defendants, Defense counsel, Plaintiff, Class Counsel, or the Settlement Administrator in this
21 regard. Plaintiff, Participating Class Members, and PAGA Employees understand and agree that
22 they will be solely responsible for the payment of any taxes and penalties assessed on the
23 payments described herein. Each of the Participating Class Members and PAGA Employees
24 agrees to indemnify the Released Parties for any tax obligations arising out of payments to him or
25 her of any portion of a Class Member Allocation Amount or Individual PAGA Payment.

26 Settlement Class Members and PAGA Employees shall not, on account of receiving any
27 Class Member Allocation Amount or Individual PAGA Payment, be entitled to any other or
28 additional compensation, benefits, contributions, or matching employer funding of any kind under

1 any agreement or plan governing benefits or compensation (such as but not limited to any
2 agreements or plans for incentives, stock options, retirement, or deferred compensation) regardless
3 of any contrary language or provisions in any such agreement or plan. The Class Member
4 Allocation Amount and/or Individual PAGA Payment shall be the sole compensation and benefit
5 to the Participating Class Members and PAGA Employees under this Settlement Agreement.

6 Participating Class Members and PAGA Employees will have one hundred eighty (180)
7 calendar days from the date of issuance of the check to cash their check. For any check not cashed
8 after 180 calendar days, the Settlement Administrator shall stop payment on such check and remit
9 the funds to the Unclaimed Property Fund maintained by the State Controller's Office in the name
10 of the Participating Class Member and/or PAGA Employee who failed to cash his or her check.
11 The Settlement Administrator shall inform the Parties regarding the status of any uncashed checks
12 at the conclusion of the 180 calendar day check cashing period, including the amounts at issue and
13 the identity of any affected Participating Class Member and/or PAGA Employee. The funds
14 remitted to the Unclaimed Property Fund will remain the affected Participating Class Members'
15 and/or PAGA Employees' property. This will allow Participating Class Members and/or PAGA
16 Employees who did not cash their checks to collect their Class Member Allocation Amounts
17 and/or Individual PAGA Payment at any time in the future. Therefore, there will be no unpaid
18 residue or unclaimed or abandoned class member funds and California Code of Civil Procedure
19 section 384 shall not apply.

20 Without conceding that any release of claims under the Fair Labor Standards Act
21 ("FLSA") requires any affirmative conduct or opt-in by Settlement Class Members, the Parties
22 agree that the cashing of checks by Participating Class Members shall be deemed an opt-in to an
23 FLSA collective action the settlement of which includes the FLSA releases specified in Section
24 XII. Checks to Participating Class Members shall include a notation that the cashing of the checks
25 constitutes such an opt-in and effectuates the releases specified in Section XII. However, nothing
26 in this paragraph or elsewhere in this Agreement shall preclude Participating Class Members and
27 PAGA Employees from, as specified in Section XII, being bound by the releases in that Section
28 XII whether or not they receive or cash their checks.

1 **X. TIMING OF PAYMENT OBLIGATIONS**

2 Defendants shall electronically wire the Maximum Settlement Amount and an amount
3 sufficient to pay the employer's share of taxes on the wage portion of the Class Member
4 Allocation Amounts to the Settlement Administrator within five (5) business days after the
5 Effective Date.

6 The Settlement Administrator shall place the funds in an interest bearing account, and any
7 interest earned shall be added to the Maximum Settlement Amount.

8 The Settlement Administrator shall make each of the payments set forth above (including,
9 Class Member Allocation Amounts to Participating Class Members, Individual PAGA Payments
10 to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Class Representative
11 Enhancement Fee to Plaintiff, the LWDA Payment, and Settlement Administration Costs to itself)
12 within ten (10) business days after the Effective Date. The Settlement Administrator shall mail
13 payments to the LWDA and simultaneously advise Class Counsel regarding their tender of the
14 payment.

15 **XI. NO OTHER PAYMENTS**

16 Except for the payments and obligations provided above, all of which shall be satisfied
17 from the Maximum Settlement Amount, no Released Party shall have any obligation to make any
18 payment to any Plaintiff, to the Settlement Class, to the PAGA Employees, or to any other person
19 or entity as a result of the Action or this Joint Stipulation of Settlement. Except as set forth above,
20 the Parties shall bear all their own costs and attorneys' fees in connection with this Joint
21 Stipulation of Settlement and the Action.

22 **XII. RELEASES BY PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES**

23 As of the Effective Date and conditional upon funding by Defendants of the Maximum
24 Settlement Amount, each Participating Class Member hereby fully, finally, and forever releases
25 and discharges each and every one of the Released Parties from all claims, demands, rights,
26 liabilities, and causes of action arising in whole or in part during the Class Period, for any of the
27 following: (a) any alleged or actual failure to provide or to maintain proper, accurate, timely,
28 adequately descriptive, or complete wage statements, pay stubs or other records required to

1 preserve wage statement information; any alleged or actual failure to timely, fully, properly, or
2 completely pay, or any alleged or actual failure to properly calculate, any minimum wages, regular
3 wages, overtime premium wages, meal or rest period premium wages, or other wages or payments
4 owed to Participating Class Members; any alleged or actual failure to comply with meal or rest
5 period requirements; any actual or alleged failure to timely pay all wages or compensation owed to
6 a fired, quitting, or otherwise departing employee; or any alleged or actual failure to pay any
7 interest or penalties owed as a result of any of the foregoing; or (b) in any manner arising out of
8 any of the other facts or legal theories alleged or asserted in: (i) the Action, whether formally
9 raised in the original complaint, the amended complaint to be filed under this Settlement, or
10 otherwise; or (ii) Plaintiff's PAGA letter to the LWDA (including the April 27, 2021 letter and the
11 letter to be sent under Section XV below (collectively, the "Released Class Claims").

12 The Released Class Claims include without limitation, but in each case only to the extent
13 described in the preceding paragraphs, any claims: (a) arising under or out of any federal,
14 California or local wage, wage statement, meal or rest period, minimum wage, overtime, or related
15 laws (including, but not limited to, the Fair Labor Standards Act, California Labor Code sections
16 203, 204, 210, 226, 226.7, 558, and 1197, and the applicable provisions of the California Wage
17 Orders); (b) arising under or out of any unfair competition laws as defined in California Business
18 and Professions Code Section 17200 *et seq.* or PAGA; and (c) for declaratory or injunctive relief
19 or for monetary compensation, whether in the form of wages, damages, liquidated damages,
20 penalties, restitution, costs, attorneys' fees, interest, or otherwise.

21 As of the Effective Date and conditional upon funding by Defendants of the Maximum
22 Settlement Amount, each PAGA Employee hereby fully, finally, and forever releases and
23 discharges each and every one of the Released Parties from all PAGA claims, arising in whole or
24 in part, during the PAGA Period, which in any manner: (a) derive from any of the foregoing
25 Released Class Claims; or (b) in any manner arise out of any of the other facts or legal theories
26 alleged or asserted in: (i) the Action, whether formally raised in the original complaint, the
27 amended complaints to be filed under this Settlement, or otherwise; or (ii) Plaintiff's PAGA letters
28 to the LWDA, including the April 27, 2021 letter and letter to be sent under Section XV below

1 (collectively, the “Released PAGA Claims”) (the Released PAGA Claims and the Released Class
2 Claims are collectively, the “Released Claims”)

3 Each Participating Class Member acknowledges that he or she is aware that he or she or
4 his or her attorneys may hereafter discover facts in addition to or different from those which he or
5 she or his or her counsel now knows or believes to be true with respect to the subject matter of the
6 Released Class Claims, but each Participating Class Member, upon the Effective Date, shall be
7 deemed to have, and by operation of the Final Class Judgment in the Action shall have, fully,
8 finally, and forever settled and released any and all Released Class Claims, whether known or
9 unknown, suspected or unsuspected. The releases contained in this Joint Stipulation of Settlement
10 shall be deemed to, and by operation of the Final Class Judgment in the Action shall, remain in
11 effect as full and complete releases of the Released Class Claims by each Participating Class
12 Member without regard to the subsequent discovery or existence of any such different or
13 additional facts.

14 Each PAGA Employee (including but not limited to those who are also Participating Class
15 Members) acknowledges that he or she is aware that he or she or his or her attorneys may hereafter
16 discover facts in addition to or different from those which he or she or his or her counsel now
17 knows or believes to be true with respect to the subject matter of the Released PAGA Claims, but
18 each PAGA Employee, upon the Effective Date, shall be deemed to have, and by operation of the
19 Final Class Judgment in the Action shall have, fully, finally, and forever settled and released any
20 and all Released PAGA Claims, whether known or unknown, suspected or unsuspected. The
21 releases contained in this Joint Stipulation of Settlement shall be deemed to, and by operation of
22 the Final Class Judgment in the Action shall, remain in effect as full and complete releases of the
23 Released PAGA Claims by each PAGA Employee without regard to the subsequent discovery or
24 existence of any such different or additional facts.

25 Each Participating Class Member and each PAGA Employee represents, covenants, and
26 warrants that he or she is the owner of all of his or her claims released under this Agreement, and
27 has not directly or indirectly assigned, transferred, or encumbered, or purported to assign, transfer,

1 or encumber, to any person or entity, whether by operation of law or otherwise, any portion of any
2 such claims.

3 All Participating Class Members and PAGA Employees shall be bound by the releases
4 they provide under this Joint Stipulation of Settlement and by the other terms of this Joint
5 Stipulation of Settlement, whether or not they actually receive or cash their checks for their Class
6 Member Allocation Amounts or Individual PAGA Payments. All PAGA Employees shall be
7 bound by the releases of the Released PAGA Claims even if they are Opt Outs.

8 **XIII. PLAINTIFF'S FURTHER RELEASE**

9 In partial consideration for the class representative enhancement fees and other benefits
10 under this Joint Stipulation of Settlement, Plaintiff provides the following additional releases: as
11 of the Effective Date and conditional upon Defendants' funding of the Maximum Settlement
12 Amount, Plaintiff shall fully, finally, and forever release and discharge each and every one of the
13 Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature
14 and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in
15 law, in equity or otherwise, and including but not limited to all claims for violation of any local,
16 state, or federal statute, rule, or regulation, which Plaintiff now has, owns, or holds, or claims to
17 have, own, or hold, or which he ever had, owned or held, whether known or unknown, suspected
18 or unsuspected, at any time prior to the date he executes this Joint Stipulation of Settlement
19 (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims include, without
20 limitation, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud,
21 promises without the intent to perform, intentional or negligent misrepresentation, breach of
22 contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in
23 violation of public policy, retaliatory discharge, violations of the California Labor Code, violations
24 of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional
25 distress, violations of California Business and Professions Code section 17200 *et seq.*, or
26 violations of the California Fair Employment and Housing Act.

27 With respect to Plaintiff's Released Claims, Plaintiff stipulates and agrees that, upon the
28 Effective Date and conditional upon Defendants' funding of the Maximum Settlement Amount, he

1 shall be deemed to have expressly waived and relinquished to the fullest extent permitted by law,
2 the provisions, rights, and benefits of Section 1542 of the California Civil Code or any other
3 similar provision under federal, state, or local law. Section 1542 provides:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
5 **THAT THE CREDITOR OR RELEASING PARTY DOES**
6 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
7 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
8 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
10 **WITH THE DEBTOR OR RELEASED PARTY.**

11 Plaintiff may hereafter discover facts in addition to or different from those which he now
12 knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, but
13 Plaintiff, upon the Effective Date and conditional upon Defendants' funding of the Maximum
14 Settlement Amount, shall be deemed to have fully, finally, and forever settled and released any
15 and all of Plaintiff's Released Claims, known or unknown, suspected or unsuspected, contingent
16 or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have
17 existed, upon any theory of law or equity now existing or coming into existence in the future,
18 including, without limitation, conduct which is negligent, intentional, with or without malice, or a
19 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
20 different or additional facts.

21 Plaintiff and Defendants agree and expressly acknowledge that Plaintiff's Released Claims
22 include a waiver and release of all claims that Plaintiff has or may have under the Age
23 Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 621, et seq.
24 ("ADEA"). The following terms and conditions apply and are part of the waiver and release of
25 ADEA claims under this Joint Stipulation of Settlement: The waiver and release of claims under
26 the ADEA contained in this Joint Stipulation of Settlement do not cover rights or claims of
27 Plaintiff that may arise after the date on which Plaintiff signs this Joint Stipulation of Settlement.
28 Plaintiff is advised to consult an attorney before signing this Joint Stipulation of Settlement.
Plaintiff is granted twenty-one (21) days after he is presented with this Joint Stipulation of
Settlement to decide whether or not to sign it. Plaintiff will have the right to revoke the waiver and
release of claims under the ADEA within seven (7) days of signing this Joint Stipulation of

1 Settlement, and this Joint Stipulation of Settlement shall not become effective or enforceable until
2 the eighth (8th) day after each Plaintiff signs this Joint Stipulation of Settlement. Revocation may
3 be made only by written notice of revocation to defense counsel of Mitchell Silberberg & Knupp
4 LLP, Attention Kevin E. Gaut, Esq., 2049 Century Park East, 18th Floor, Los Angeles, California
5 90067. Plaintiff hereby acknowledges and agrees that he is knowingly and voluntarily waiving and
6 releasing his rights and claims only in exchange for consideration (something of value) in addition
7 to anything of value to which he already is entitled.

8 In the event Plaintiff revokes this Joint Stipulation of Settlement under the terms set forth
9 above, Defendants shall have, in their sole and absolute discretion, the option to terminate this
10 Joint Stipulation of Settlement, at which point this Joint Stipulation of Settlement will be null and
11 void as if it had never been executed. Defendants shall be entitled to exercise these termination
12 rights by providing written notice to counsel for Plaintiff at any time within fifteen (15) calendar
13 days of being informed by Plaintiff of his revocation of the ADEA release. In the case of such a
14 termination, the Parties shall be returned to their respective statuses as of the date and time
15 immediately prior to the execution of this Joint Stipulation of Settlement.

16 Plaintiff represents, covenants, and warrants that he is the owner of all of Plaintiff's
17 Released Claims, and that he has not directly or indirectly assigned, transferred, or encumbered, or
18 purported to assign, transfer or encumber to any person or entity, whether by operation of law or
19 otherwise, any portion of Plaintiff's Released Claims.

20 Plaintiff shall not be permitted to seek any further payment or any personal relief of any
21 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
22 consideration he is receiving under this Joint Stipulation of Settlement, on account of Plaintiff's
23 Released Claims. Exempted from this release shall be the amount Plaintiff is paid as enhancement
24 fees, as an Individual PAGA Payment, and as a Class Member Allocation Amount, and any claims
25 that are currently subject to any workers' compensation claim; except, however, these releases
26 shall include and extend to claims under California Labor Code Section 132a.

1 **XIV. PLAINTIFF'S COVENANT RE: OTHER CLAIMS**

2 Plaintiff hereby warrants and represents that he has not filed any complaint, lawsuit,
3 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
4 with any court, governmental or administrative agency or entity asserting any claim or claims
5 based on any of Plaintiff's Released Claims, other than the Action and his letter to the LWDA
6 concerning the allegations in the Action.

7 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT**
8 **STIPULATION OF SETTLEMENT**

9 The Parties shall cooperate in the prompt preparation of, and stipulate to Plaintiff's filing
10 of, an amended class action complaint in the Action which shall allege, on behalf of the Settlement
11 Class, including the PAGA Employees, all of the Released Claims and in particular the Released
12 PAGA Claims which are not currently alleged in the Action. The claims shall be alleged in
13 sufficient detail to give reasonable notice of the claims at issue and to be fully resolved by
14 application of res judicata through the Final Judgment and by application of the releases in this
15 Joint Stipulation of Settlement. Upon completion of the amended complaint to the satisfaction of
16 both counsel for Defendants and counsel for Plaintiff, Plaintiff shall promptly file such amended
17 complaint in Superior Court pursuant to an agreed stipulation. The Parties shall also cooperate in
18 preparing, and once mutually approved by Defendants and Plaintiff, Plaintiff shall send to the
19 LWDA, a supplemental letter under Labor Code section 2699.3 describing in reasonable detail the
20 PAGA claims to be released under this Joint Stipulation of Settlement which have not previously
21 been described in the PAGA letter sent by Plaintiff. The Parties agree that preliminary approval of
22 this Settlement shall be obtained only after notice from the LWDA that it does not intend to act on
23 the matters in the letter or after expiration of the periods described in Labor Code section 2699.3
24 permitting a party sending an LWDA letter to file suit absent a response from the LWDA. The
25 Parties agree that the filing of the amended complaint shall be solely for purpose of obtaining
26 approval of this Joint Stipulation of Settlement. Accordingly, the Parties shall cooperate in
27 limiting the Superior Court proceedings to those necessary for such preliminary and final
28 approval. In particular and without limitation, the Parties shall cooperate in ensuring that

Defendants need file no response to the amended complaint. The Parties shall also cooperate in ensuring that, promptly after the filing of the amended complaint, the Superior Court shall, as its first and exclusive order of business, entertain briefing and conduct a hearing to provide preliminary approval and eventually final approval of this Joint Stipulation of Settlement. As part of the preliminary approval proceedings, the Parties agree that they will jointly request that the Superior Court enter the Preliminary Approval Order in substantially the form of Exhibit "B." As required by Labor Code section 2699.3, Plaintiff shall file the amended complaint with the LWDA and shall also file this Joint Stipulation of Settlement with the LWDA as part of the preliminary approval proceedings.

XVI. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION, OBJECTIONS, AND FINAL SETTLEMENT APPROVAL

A. Class Notices and Requests for Exclusion

1. Within fifteen (15) business days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator the name, last known address, and Social Security number of each Settlement Class Member, along with the information needed to calculate Class Member Allocation Amounts and Individual PAGA Payments. The Settlement Administrator will keep this information confidential and use it only for the purposes described herein.

2. Within fifteen (15) business days after receipt of the class data, the Settlement Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S. mail. For that purpose, the Settlement Administrator shall use the most current mailing address information available for Settlement Class Members from records of Defendants. If the mailing of class information for any Settlement Class Member is returned as undeliverable, the Settlement Administrator shall take appropriate steps to identify a current proper address for that Settlement Class Member, including conducting a "standard search," also known as a "skip trace" or "credit header" search. The Settlement Administrator shall then re-mail the Class Notice to the updated address.

1 3. The Class Notice shall provide that any Settlement Class Member may, by inquiry
2 to the Settlement Administrator, receive details about the information used to calculate that
3 Settlement Class Member's Class Member Allocation Amount or Individual PAGA Payment. If
4 any Settlement Class Member disputes the information used to calculate the Class Member
5 Allocation Amount or Individual PAGA Payment, the Settlement Class Member may state the
6 basis of his or her disagreement and submit documentation supporting the Settlement Class
7 Member's position, by not later than the Deadline Date. The Settlement Administrator shall notify
8 Class Counsel and Defendants' counsel of any dispute so raised. Within ten (10) calendar days of
9 notification, Class Counsel and Defendants' counsel shall be required to provide written notice
10 and any additional documentation to the Settlement Administrator and the opposing counsel if
11 either Class Counsel or Defendants' counsel disputes the position of the Settlement Class
12 Member. After providing any such notice or documentation, the Claims Administrator will notify
13 Class Counsel and Defendants' counsel of any remaining discrepancy. If Class Counsel and
14 Defendants' counsel are unable to agree on the resolution of any such disputed claim, then the
15 Settlement Administrator shall make the determination. To the extent any challenge affects the
16 calculation of Class Member Allocation Amounts or Individual PAGA Payments, such amounts
17 shall be recalculated using the information resulting from the challenge.

18 4. Along with the Class Notice, each Settlement Class Member shall also receive
19 instructions on what needs to be stated in the Request for Exclusion if the Settlement Class
20 Member wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-
21 Out from this Settlement, and from the release of claims pursuant to this Settlement, he or she
22 shall submit an "Opt-Out Letter" and/or "Request for Exclusion" directly to the Settlement
23 Administrator that must be mailed and postmarked on or before the Deadline Date, or within
24 fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for
25 that Settlement Class Member, or the Deadline Date, whichever is later. The written Request for
26 Exclusion shall: (1) make the following statement or a similar statement: "I wish to exclude
27 myself from the settlement reached in the matter of *Noe Alarcon Gonzalez v. IPS Corporation, et*
28 *al.* I understand that, by excluding myself, I will not receive any money (other than the Individual

1 PAGA Amount [if applicable]) from the settlement reached in this matter”; (2) contain the name,
2 address, and the last four digits of the Social Security number of the person requesting exclusion;
3 (3) be signed by the Settlement Class Member; and (4) be postmarked or fax stamped by the
4 Deadline Date and returned to the Settlement Administrator at the specified address or fax
5 telephone number stated in the Class Notice. However, the Request for Exclusion will be valid
6 unless it is not timely submitted, is not signed by the Settlement Class Member, or does not
7 contain the name and address of the Settlement Class Member. The date of the postmark on the
8 return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means
9 used to determine whether the Request for Exclusion was timely submitted. Any Settlement Class
10 Member who requests to be excluded from the Settlement Class will not be entitled to any
11 recovery under the Settlement, will not be bound by the terms of the Settlement, and will not have
12 any right to object, appeal, or comment thereon, except he or she shall receive his or her Individual
13 PAGA Payment and release his or her Released PAGA Claims if he or she is a PAGA Employee
14 (since he or she cannot opt out of the PAGA settlement or the release of the Released PAGA
15 Claims). Settlement Class Members who fail to submit a valid and timely written Request for
16 Exclusion on or before the Deadline Date shall be bound by all the terms of the Settlement and any
17 Final Class Judgment.

18 5. The Settlement Administrator shall maintain a list of persons who have excluded
19 themselves and shall include the names of the Settlement Class Members who Opt-Out in his/her
20 declaration in support of final approval. The Settlement Administrator shall retain the originals of
21 all Requests for Exclusion letters (including the envelopes with the postmarks) received, and shall
22 make copies or the originals available to Defendants’ counsel or Class Counsel upon request.

23 6. The Settlement Administrator shall have responsibility for determining whether any
24 Settlement Class Member is a Participating Class Member. Any dispute or issues regarding
25 whether an individual should be a Participating Class Member shall be resolved by mutual
26 agreement of Class Counsel and Defendants’ counsel. In the event counsel are unable to reach an
27 agreement, the Settlement Administrator shall make the determination.

1 **B. Procedure for Obtaining Final Superior Court Approval of Settlement;**
2 **Objections**

3 1. The Class Notice shall provide that any Participating Class Member or PAGA
4 Employee who wishes to object to this Joint Stipulation of Settlement must mail to the Settlement
5 Administrator by first class mail a written statement objecting to this Joint Stipulation of
6 Settlement setting forth the legal and factual grounds for any objections, or if no written objection
7 is submitted, the Participating Class Member or PAGA Employee may still appear at the final
8 settlement hearing to object. Such written objections should be mailed and postmarked on or
9 before the Deadline Date, or within fifteen (15) calendar days after the postmark of a Class Notice
10 re-mailed to a corrected address for that Settlement Class Member or the Deadline Date,
11 whichever is later. To the extent that the Participating Class Member or PAGA Employee is
12 represented by counsel, his/her attorney shall file with the Superior Court a notice of appearance
13 providing the attorney's contact information.

14 2. Approximately twenty (25) calendar days after the Deadline Date or as determined
15 by the Superior Court, the Superior Court shall conduct a final settlement hearing to determine
16 whether to finally approve this Joint Stipulation of Settlement and to determine Class Counsel's
17 request for Attorneys' Fees and Costs, Class Representative Enhancement Fee to Plaintiff, and the
18 cost for administering the Settlement to the Settlement Administrator. No later than fifteen (15)
19 calendar days before that hearing, the Settlement Administrator shall provide each Party's counsel
20 with a complete list of all Participating Class Members, of all Opt Outs, and of any written
21 objections described above. Class Counsel shall prepare a memorandum of points and authorities
22 in support of this Settlement and request for Attorneys' Fees and Costs, Class Representative
23 Enhancement Fee, and administration costs, and shall file them with the Superior Court, for
24 purposes of the final settlement hearing.

25 3. Upon final approval of this Joint Stipulation of Settlement by the Superior Court,
26 the Parties shall present the Final Class Judgment to the Superior Court for its approval and entry.
27 After entry of the Final Class Judgment, the Superior Court shall have continuing jurisdiction over

1 the Action solely for purposes of addressing: (i) settlement administration matters; and (ii) such
2 post-Final Class Judgment matters as may be appropriate.

3 **XVII. TERMINATION OF SETTLEMENT**

4 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
5 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of
6 Settlement without material change; (iii) the Superior Court does not enter the Final Class
7 Judgment without material change; (iv) the Final Class Judgment is materially modified or
8 reversed upon review by a higher court; or (v) this Settlement does not become final for any other
9 reason (except as provided below), Plaintiff or Defendants may, each in his or its sole and absolute
10 discretion, terminate this Joint Stipulation of Settlement. In the case of such a termination, this
11 Joint Stipulation of Settlement shall be null and void as if it had never been executed, the Parties
12 shall be returned to their respective statuses as of the date and time immediately prior to the
13 execution of this Joint Stipulation of Settlement, and Plaintiff and Defendants shall proceed with
14 the Action in all respects as if this Joint Stipulation of Settlement had not been executed. Prior to
15 either Party exercising an option to terminate the Settlement, the Parties agree to meet and confer
16 in good faith in an effort to resolve the issue(s) and proceed in a manner most likely to result in
17 approval of the Settlement. For purposes of this Section, a "material" change shall include but not
18 be limited to: any change in the releases to be provided; any change that would increase the
19 Maximum Settlement Amount (other than in the event of an increase due of more than 10% of
20 applicable workweeks worked by Settlement Class Members as stated in Section IV above); or
21 any changes to Section XVIII below. As provided above, the Superior Court's failure to award the
22 amount of costs, attorneys' fees, class representative enhancement fees, or general release
23 payment sought by Class Counsel or by Plaintiff shall not be a material change or entitle Plaintiff
24 or Class Counsel to terminate this Settlement.

25 **XVIII. DEFENDANTS OPTION TO TERMINATE JOINT STIPULATION OF**
26 **SETTLEMENT**

27 If five percent (5%) or more of the Settlement Class Members submit complete and timely
28 Requests for Exclusion, Defendants shall have, in their sole and absolute discretion, the option to

1 terminate this Joint Stipulation of Settlement. Defendants shall be entitled to exercise these
2 termination rights by providing written notice to Class Counsel at any time within fifteen (15)
3 calendar days of learning of the condition triggering termination. In the event that Defendants
4 exercise this option, Defendants shall solely be responsible for all costs of administration.

5 In the case of a termination under this Section, this Joint Stipulation of Settlement shall be
6 null and void as if it had never been executed, the Parties shall be returned to their respective
7 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
8 Settlement, and Plaintiff and Defendants shall proceed with the Action in all respects as if this
9 Joint Stipulation of Settlement had not been executed.

10 **XIX. MISCELLANEOUS**

11 1. The descriptive headings of any paragraphs or sections of this Joint Stipulation of
12 Settlement are inserted for convenience of reference only and do not constitute a part of this Joint
13 Stipulation of Settlement.

14 2. The Parties agree to hold in abeyance all proceedings in the Action, except such
15 proceedings necessary to implement and complete this Settlement, pending final approval of this
16 Joint Stipulation of Settlement. In the event an appeal is filed from the Final Class Judgment, or
17 any other appellate review is sought prior to the Effective Date, administration of this Joint
18 Stipulation of Settlement shall be stayed pending final resolution of the appeal or other appellate
19 review.

20 3. No waiver of any term or provision of this Joint Stipulation of Settlement shall be
21 binding unless in writing and signed by the Party waiving the breach. This Joint Stipulation of
22 Settlement may be amended or modified only by a written instrument signed by counsel for all
23 Parties or their successors-in-interest.

24 4. This Joint Stipulation of Settlement constitutes the entire agreement among the
25 Parties with respect to the subject matter hereof, and fully supersedes all prior agreements and
26 understandings between the Parties with respect thereto. No oral representations, warranties, or
27 inducements have been made to any Party concerning this Joint Stipulation of Settlement other
28 than the representations, warranties, and covenants contained and memorialized herein.

1 5. In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon,
2 and shall inure to the benefit of, the Parties' respective heirs, representatives, executors,
3 administrators, successors, and assigns.

4 6. This Joint Stipulation of Settlement is made and entered into in the State of
5 California and shall in all respects be interpreted, enforced, and governed under the laws of said
6 state as applied to transactions or events with contacts exclusively within California, and without
7 applying California's conflict of laws rules. The Parties agree that this Joint Stipulation may be
8 enforced under Civil Code section 664.6 and that any action arising out of or to enforce this Joint
9 Stipulation of Settlement shall be brought exclusively within Los Angeles County, California.

10 7. Counsel for all Parties warrant and represent that they are expressly authorized by
11 the Parties whom they represent to enter into this Joint Stipulation of Settlement, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this Joint
13 Stipulation of Settlement to effectuate its terms, and to execute any other documents required to
14 effectuate the terms of this Joint Stipulation of Settlement. The Parties and their counsel will
15 cooperate with each other and use their best efforts to effect the implementation of this Joint
16 Stipulation of Settlement.

17 8. The Parties agree that neither they nor their counsel will solicit or otherwise
18 directly or indirectly encourage Settlement Class Members to request exclusion from the
19 Settlement Class, to object to this Joint Stipulation of Settlement, or to appeal from the Final Class
20 Judgment.

21 9. The Parties have cooperated in the drafting and preparation of this Joint Stipulation
22 of Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the
23 basis that such Party was the drafter.

24 10. Plaintiff and his counsel will not publicize or promote the fact, terms, or amount of
25 this Joint Stipulation of Settlement or the claims being settled through press release, press
26 conference, or postings on social media or websites. If asked for comment by the media or third
27 parties, Plaintiff shall respond only with "no comment" or statements agreed to by Defendants.

28 Class Counsel may refer to the settlement in adequacy of counsel declarations, and following

1 Preliminary Approval, may state on their websites that they settled a wage and hour class action in
2 the Superior Court and generally describe the claims at issue, provided that they describe
3 Defendants only as a "Defendant Employer." Further, the Parties understand and agree that Class
4 Counsel may disclose this Joint Stipulation of Settlement if ordered to do so by the Court, *e.g.*,
5 post any settlement documents/orders on their respective websites and/or provide information to
6 Settlement Class Members about this Joint Stipulation of Settlement. This Joint Stipulation of
7 Settlement may also be used for purposes of resolving related or overlapping lawsuits or claims by
8 showing the scope of releases and the res judicata bar.

9 11. To the fullest extent permitted by law, Plaintiff agrees to not disparage or publish
10 or disseminate information, whether oral or written, that is derogatory in any manner or which
11 may be harmful to any Released Party or their business or personal reputation, whether such
12 information was acquired before, during or after Plaintiff's employment with Defendants.

13 12. This Joint Stipulation of Settlement may be executed in counterparts, and when
14 each Party has signed and delivered at least one such counterpart, each counterpart shall be
15 deemed an original, and, when taken together with other signed counterparts, shall constitute one
16 Joint Stipulation of Settlement, which shall be binding upon and effective as to all Parties. This
17 Joint Stipulation of Settlement may be signed through electronically exchanged documents (such
18 as PDFs) which shall be treated as original paper copy signatures.

19 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
20 arrived at this Settlement through arms-length negotiations, taking into account all relevant
21 factors, present and potential.

22 14. Should any part, term or provision of this Joint Stipulation of Settlement, with the
23 exception of Sections IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court
24 or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or
25 unenforceable part, term, or provision shall be deemed stricken and severed from this Joint
26 Stipulation of Settlement and any and all of the other terms of the Joint Stipulation of Settlement
27 shall remain in full force and effect to the fullest extent permitted by law. The Sections specified
28 above in this paragraph are of the essence of this Joint Stipulation of Settlement, and, should any

1 term or provision of those Sections be deemed invalid or unenforceable, the court making such
2 determination shall have the power to limit the term or provision, to delete or rewrite specific
3 words or phrases in those terms or provisions, or to replace any invalid or unenforceable term or
4 provision to make the term or provision valid and enforceable; provided that any such
5 modification must come as close as possible to expressing the intention of the invalid or
6 unenforceable term or provision and provided further that such changes may not eliminate or
7 amend any Parties' termination rights under Sections XVII or XVIII, which shall include the right
8 to terminate this Joint Stipulation of Settlement if the application of this severance provision
9 materially changes the Joint Stipulation of Settlement as drafted before such application.

10 15. Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file,
11 testify, or otherwise cooperate in the investigation of an administrative charge or complaint with
12 the Equal Employment Opportunity Commission, the National Labor Relations Board or other
13 federal, state, or local administrative or law enforcement agency, although Plaintiff is waiving any
14 right to monetary recovery related to such a charge or complaint; (ii) any right to report allegedly
15 unlawful conduct pursuant to the "whistleblower" provisions of federal or state law or regulation,
16 including the right to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii)
17 any right to communicate directly with, respond to an inquiry from, or provide testimony before,
18 the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority
19 (FINRA), any other self-regulatory organization or any other regulatory authority; or (iv) the
20 Parties and their counsel from complying with a valid subpoena, court order, or any other legal
21 process requesting or requiring production of this Joint Stipulation of Settlement, disclosure of the
22 terms of this Joint Stipulation of Settlement, or disclosure of anything else covered by the
23 confidentiality provisions of this Joint Stipulation of Settlement, provided that, upon receiving
24 such a subpoena, process, or court order, the receiving Party shall immediately give notice to the
25 other Party or the other Party's counsel, identify the subpoena, process, or court order, and state
26 the time in which production or disclosure is required, so as to afford the other Party an
27 opportunity to obtain an order barring such production or disclosure.

16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the prevailing Party shall be entitled to recover its costs and attorney's fees.

Dated: 11-19-2021

Noe Rolando Alarcon Gonzalez
NOE ALARCON GONZALEZ

IPS CORPORATION

Dated: 12.20.21

[Signature]
By: ZHANA GOLDBLATT
Its: CFO, IPS Corporation

WELD-ON ADHESIVES, INC.

Dated: 12.20.21

[Signature]
By: ZHANA GOLDBLATT
Its: CFO, Treasurer & Secretary

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP
JOSEPH LAVI

Dated: _____

By: _____
Joseph Lavi
Attorneys for Plaintiff NOE ALARCON
GONZALEZ on behalf of himself and others
similarly situated

MITCHELL SILBERBERG & KNUPP LLP
KEVIN E. GAUT

Dated: _____

By: _____
Kevin E. Gaut
Attorneys for Defendants IPS CORPORATION
and WELD-ON ADHESIVES, INC

1 16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the
2 prevailing Party shall be entitled to recover its costs and attorney's fees.

3
4 Dated: _____

NOE ALARCON GONZALEZ

IPS CORPORATION

7
8 Dated: _____

By:

Its:

WELD-ON ADHESIVES, INC.

11 Dated: _____

By:

Its:

13 **APPROVED AS TO FORM:**

14
15 LAVI & EBRAHIMIAN, LLP
JOSEPH LAVI

16
17 Dated: November 16, 2021

By: _____

Joseph Lavi

Attorneys for Plaintiff NOE ALARCON
GONZALEZ on behalf of himself and others
similarly situated

MITCHELL SILBERBERG & KNUPP LLP
KEVIN E. GAUT

22 Dated: November 29, 2021

By: _____

Kevin E. Gaut

Attorneys for Defendants IPS CORPORATION
and WELD-ON ADHESIVES, INC

EXHIBIT A
TO JOINT STIPULATION OF SETTLEMENT
CLASS NOTICE

NOTICE OF CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
CASE NO. 21STCV15832**

Noe Alarcon Gonzalez v. IPS Corporation, et al. (THE “ACTION”)

A court authorized this notice. This is not a solicitation from a lawyer.

NAME OF CLASS OR PAGA REPRESENTATIVE MEMBER: NAME TO BE INSERTED

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED IN CALIFORNIA BY IPS CORPORATION OR WELD-ON ADHESIVES, INC. AT SOME TIME, AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT OF A CLASS OR PAGA REPRESENTATIVE ACTION.

- A proposed settlement (the “Settlement”) has been reached between Plaintiff Noe Alarcon Gonzalez (“Plaintiff” or “Class Representative”) and Defendants IPS Corporation and Weld-On Adhesives, Inc. (“Defendants”) in the Action.
- The Settlement Class consists of any persons who worked in any hourly non-exempt California-based job positions with Defendants or any predecessors, except at the Gilroy facility, at any time during the time period from and including October 30, 2016 through and including [October 5, 2021] (the “Class Period”). The Action separately concerns “PAGA Employees” who are any persons who worked in any hourly non-exempt California-based job positions with Defendants or any predecessor, except at the Gilroy facility, at any time during the time period from and including October 30, 2019 through and including [October 5, 2021] (the “PAGA Period”).
- The Settlement resolves a class action lawsuit in which Plaintiff claims Defendants *allegedly* violated California’s wage and hour laws in a variety of ways. The Settlement also resolves representative claims, made on behalf of the PAGA Employees, that Defendants violated the Private Attorneys General Act, California Labor code section 2698 et. seq. (“PAGA”).
- The Settlement provides for cash payments as explained in this notice.

Your estimated cash payment (unless you opt out) is \$[amount to be inserted] minus wage withholdings. [You will also receive an estimated \$ [amount to be inserted] for Private Attorneys General Act (“PAGA”) claims whether or not you opt out.] [Alternatively]: You are not eligible for the additional payment described below under the Private Attorneys’ General Act (“PAGA”). We set forth below more detail about how these amounts are calculated and what they mean. These amounts are approximate. These calculations are based on the Defendants’ records showing that you worked [] workweeks during the Class Period and [] pay periods during the PAGA Period.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE	To receive a settlement check under the Settlement, you need not take any action. If you do nothing, you will receive a settlement check from the Settlement Administrator and will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims.
EXCLUDE YOURSELF	The only way for you to be excluded from the Settlement and the release is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than [DATE]. Persons who elect to exclude themselves are called “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. If you submit a proper Request for Exclusion, you will not receive any money from the Settlement. As an exception, if you are a PAGA Employee, you cannot opt out of those PAGA claims, and will be paid for and release those PAGA claims no matter what. If you are receiving such a PAGA amount, that amount is specified above. In that case, by opting out, you will not receive payments for the non-PAGA claims and will not waive those non-PAGA claims but will receive payments for and release your PAGA claims.
OBJECT	If you wish to object to the Settlement, you should submit a written Objection, and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than [DATE]. Alternatively, you may object by appearing at the Final Settlement Hearing, as described below.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if there are no appeals.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Defendants' records show that you are a member of the Settlement Class (a "Settlement Class Member"). This notice tells you how you can be part of this Settlement or how you can exclude yourself from this Settlement.

2. What is the Action about?

In the Action, Plaintiff alleges, among other things that Defendants have, with respect to him individually and/or each such Settlement Class Member, violated various wage and hour laws, among other things, failing to provide required meal or rest periods or to pay full wage premiums for missing, short or late meal or rest periods; failing to provide and maintain timely, complete and accurate wage statements or similar records; failing to pay all regular wages, minimum wages, meal or rest period premiums, and/or overtime wages owed; failed to timely pay all earned wages during employment and final paychecks due at the time of separation of employment. In the Action, Plaintiff seeks on behalf of these employees monetary relief (including damages, restitution, and penalties) and other relief.

Defendants vigorously deny that Plaintiff's claims have any merit and contend that they complied with all wage and hour laws. Nevertheless, Defendants decided to settle the claims to avoid the time, expense, uncertainty, distraction, and impairment of litigating them. Plaintiff and Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class defined below in response to Question 4.

3. Why is the lawsuit a class action?

In a class action, a "Class Representative" (in this case, Noe Alarcon Gonzalez) sues on behalf of people who are alleged to have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class (but even for those who do exclude themselves, the Settlement will resolve any PAGA claims for any PAGA Employees.) On **DATE**, the Honorable William F. Highberger, the judge assigned to this case, issued an order preliminarily certifying the Settlement Class defined in response to Question 4 below for settlement purposes only.

4. Who is in the Settlement Class and Who is A PAGA Employee?

The Settlement Class is defined as any persons who worked in any hourly non-exempt California-based job positions with Defendants or any predecessors, except at the Gilroy facility (a "Job Position") any time during the time period from and including October 30, 2016 through and including **[October 5, 2021]** (the "Class Period").

The PAGA Employees are defined as any persons who worked in any Job Position during the time period from and including October 30, 2019 through and including **[October 5, 2021]** (the "PAGA Period").

5. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and uncertainty of further litigation. The Settlement does not mean that Defendants broke any law. Defendants deny all of the claims in the Action and deny that it should proceed as a class action or a representative PAGA action, and, by agreeing to this Settlement, do not admit that any of the claims have merit or could proceed as a class action or representative action without this Settlement. The Class Representative and his lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all Settlement Class Members and PAGA Employees.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a maximum Settlement Amount of \$450,000. Deducted from this amount will be sums approved by the Court for attorneys' fees to Class Counsel of not more than \$150,000 and costs of not more than **\$15,000.00** incurred for representing Plaintiff, the Settlement Class, and the PAGA Employees in the Action; incentive awards to Plaintiff for his services as Class Representative of not more than \$7,500; payment to the State of California Labor and Workforce Development Agency of \$30,000 for alleged but contested penalties; and the fees and expenses of the Settlement Administrator of \$8,500. The amount left (the "Net Settlement Amount") is available to pay Settlement Class Members who are not Opt Outs, to pay their employees' share of tax and wage withholdings, and to pay PAGA Employees. Of the Net Settlement Amount, \$10,000 is the "PAGA Portion."

Under the terms of the Settlement, each Settlement Class Member who is not an Opt Out shall be allocated a "Class Member Allocation Amount," which shall be calculated as follows: (a) the number of workweeks each such Settlement Class Member worked in a Job Position during the Class Period; divided by (b) the aggregate number of workweeks for all such Settlement Class Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Amount minus the PAGA Portion.

Each PAGA Employee, including any Opt Outs, will receive a share (the "Individual PAGA Payment") of the PAGA Portion of the Net Settlement Amount, and such share shall be calculated as follows: (a) the number of pay periods each PAGA Employee worked in a Job Position during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees in a Job Position during the PAGA Period; and then multiplied by (c) the \$10,000 PAGA Portion. Settlement Class Members who are also PAGA Employees will receive their Individual PAGA Payments in addition to their Class Member Allocation Amount. PAGA Employees who opt out will receive only their Individual PAGA Payments.

Class Member Allocation Amounts shall be allocated one-third to wages, one-third to interest, and one-third to penalties. Individual PAGA Payments shall be allocated 100% to penalties. The Settlement Administrator shall deduct the tax and other wage withholdings from each Class Member Allocation Amount assigned to each Settlement Class Member who is not an Opt Out. Each Settlement Class Member will receive an IRS Form W-2 to report the wage portion of the amount paid to him or her and an IRS Form 1099 for the non-wage portion.

None of the settlement payments will be eligible for benefit contributions or employee matching.

The estimated amount of the check that you will receive from the Settlement Administrator under these calculations is set forth on the first page of this Notice. If any Settlement Class Member or PAGA Employee wants additional information about the calculation of his or her amount, he or she may obtain details from the Settlement Administrator. The Settlement Class Member or PAGA Employee may then challenge whether the calculation is proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. Any such challenges must be postmarked to the Settlement Administrator by not later than **DATE**. If, after reviewing the available documents and information, Class Counsel and Defendants' counsel are unable to agree on the resolution of any such disputed claim, then the matter shall be determined by the Settlement Administrator. To the extent the resolution of any such challenge affects the calculations above, the Class Member Allocation Amounts and/or Individual PAGA Payments shall be recalculated using the new information as determined through this dispute resolution process.

If any Settlement Class Members are Opt Outs, the total amount available for payment to Settlement Class Members will not change, but Opt Outs will not be paid any amount other than their PAGA payment as a PAGA Employee, if applicable. Also, if any settlement check is not cashed after 180 days from its issuance, the check will be cancelled and the proceeds represented by such check will be transmitted to the Unclaimed Property Fund maintained by the State Controller's Office in the name of the individual who failed to cash their check.

7. What am I giving up in exchange for the settlement benefits?

If you are not an Opt Out from the Settlement, you release Defendants and all related parties or any other parties who could be responsible for any "Released Class Claims," which are defined as all claims, demands, rights, liabilities, and causes of action arising in whole or in part during the Class Period, for any of the following: (a) any alleged or actual failure to provide or maintain proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs or other records required to preserve wage statement information; any alleged or actual failure to timely, fully, properly, or completely pay, or any alleged or actual failure to properly calculate, any minimum wages, regular wages, overtime premium wages, reporting time pay, meal or rest period premium wages, or other wages or payments owed to such Settlement Class Members; any alleged or actual failure to comply with meal or rest period requirements; any actual or alleged failure to timely pay all wages or compensation owed to a fired, quitting, or otherwise departing employee; or any alleged or actual failure to pay any interest or penalties owed as a result of any of the foregoing; or (b) in

any manner arising out of any of the other facts or legal theories alleged or asserted in: (i) the Action; or (ii) any of Plaintiff's PAGA letters.

If you are a PAGA Employee, you release Defendants and all related parties or any other parties who could be responsible for any "Released PAGA Claims," defined as any claims, arising in whole or in part, during the PAGA Period, which in any manner: (a) derive from any of the matters described in foregoing Released Class Claims; or (b) in any manner arise out of any of the other facts or legal theories alleged or asserted in: (i) the Action, or (ii) any of Plaintiff's PAGA letters.

You may later discover new or currently unknown facts about the Released Class Claims or Released PAGA Claims, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the Released Class Claims or Released PAGA Claims and what they mean. You may also get the full legal text of the releases by which you will be bound by calling those lawyers or the Settlement Administrator. These releases apply to you, your heirs, successors, and assigns. If you are not an Opt Out, you represent and agree that you have not assigned any Released Class Claims. If you are a PAGA Employee, you represent and agree that you have not assigned any Released PAGA Claims.

HOW TO GET A SETTLEMENT CHECK

8. How do I get a settlement check?

You are not required to take any action to receive a check. If you do nothing, a check for your share of the settlement proceeds will be mailed to you. You are not required to cash the settlement check, but, even if you do not cash or receive your check, you still will be bound by the releases described above.

9. When will I get my check?

Settlement checks will be mailed after the Court grants "final approval" of the Settlement, and, if applicable, after time for appeals has ended and any appeals have been resolved. If the Court approves the settlement after the hearing on **DATE** at **_____** a.m. (see "The Court's Fairness Hearing") below, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPT OUTS)

10. How do I exclude myself from the Settlement Class?

Any Settlement Class Member who does not wish to participate in this Settlement may exclude himself or herself from the Settlement (i.e., be an "Opt Out") by completing and signing a Request for Exclusion and returning it by first class mail to:

CPT GROUP

Address

Phone

Fax

E-mail

Your Request for Exclusion must include the following: (1) a statement with words to the effect that "I wish to exclude myself from the settlement reached in the matter of *Noe Alarcon Gonzalez v IPS Corporation, et al.* I understand that by excluding myself, I will not receive any money from the settlement reached in the matter other than the PAGA portion of the settlement, if I am eligible for a PAGA payment"; (2) your name, address, and the last four digits of your Social Security number; and (3) your signature.

Your Request for Exclusion must be emailed, postmarked, or fax stamped on or before **[date]** and returned to the Settlement Administrator at the address, fax number, or email address specified above.

Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name, and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt dates shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before the **[date]** shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who files a complete and timely Request for Exclusion will not be eligible to participate in the Settlement, will not receive a settlement check other than for any Individual PAGA Payment to which he or she is entitled, and will not be bound by the releases except of the PAGA claims if he or she is entitled to receive a PAGA payment.

11. If I exclude myself, can I get anything from the Settlement?

If you timely submit a proper Request for Exclusion, you will not get a settlement check other than for any Individual PAGA Payment to which you may be entitled, and you will not be bound by the final judgment approving this Settlement other than for releases of PAGA claims if you are a PAGA Employee.

12. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to Settlement Class Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be sent to the Unclaimed Property Fund maintained by the State Controller's Office in the name of the Settlement Class Member and/or PAGA Employee who failed to cash his or her check. If you do not receive or cash your settlement check within 180 days, you will receive nothing but will still be bound by the releases applicable to you as PAGA Employee and/or a Settlement Class Member who did not opt out.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the Settlement, please contact any of the attorneys listed below.

Joseph Lavi, Esq. (State Bar No. 209776), jlavi@lslawfirm.com
Vincent C Granberry, Esq. (State Bar No. 276483), vgranberry@lslawfirm.com
Melissa Huether, Esq. (State Bar No. 316604), mhuether@lslawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd. Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

14. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval after motion by Class Counsel, Class Counsel will receive from the Settlement Administrator up to \$150,000 in attorneys' fees and \$15,000 in costs, but the Court may award less. Subject to Court approval after motion, Plaintiff and Class Representative Noe Alarcon Gonzalez will receive from the Settlement Administrator an incentive award of up to \$7,500 for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release, but the court may award less. Subject to court approval, the Settlement Administrator shall receive \$8,500 for the Settlement Administrator costs and fees associated with administering the Settlement.

OBJECTING TO THE SETTLEMENT

15. Can I object to the Settlement?

You can object to the terms of this Settlement before its final approval by the Court if you do not opt out or, even if you do opt out, if you are a PAGA Employee. However, if the Court rejects your objection, you will still be bound by the terms of this Settlement. To object to this Settlement, you may mail to the Settlement Administrator by first class mail a written statement objecting to this Settlement and stating the factual and legal grounds for the objections. If you do not mail a written objection, you or an attorney you hire may still appear and object at the final approval hearing. If you are represented by counsel, your attorney must file with the Superior Court a notice of appearance providing the attorney's contact information. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class at all. If you exclude yourself, you will have no basis to object to the non-PAGA part of the settlement because the Settlement will no longer affect you except to the extent you are a PAGA Employee having PAGA claims.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to finally approve the Settlement.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012, on XXX at __:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much Class Counsel will receive for fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. You can appear at the hearing to have your objections considered by the Court. You may also pay another lawyer to attend, but it is not required.

Please note the following if you decide to come to Court for the final approval hearing:

- All persons entering any courthouse - regardless of vaccination status - shall wear a face mask over both the nose and mouth while in public areas of the courthouse, including courtrooms. Children under the age of two (2) are exempt from the order. Court employees must wear masks that meet the Cal/OSHA requirements. Individuals with a physical or mental health impairment or disability who seek an exemption from the face mask requirement must contact the ADA liaison at the courthouse prior to their appearance to request a reasonable accommodation pursuant to the Americans with Disabilities Act or Rule 1.100 of the California Rules of Court. A list of ADA liaisons is available at www.lacourt.org/ada/adahome.aspx. Individuals who decline or refuse to wear a face mask without a court order exempting them from the mask requirement will be denied entry to the courthouse and/or courtroom. d. Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled, and/or will be asked to leave the courthouse or courtroom immediately. Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles County Sheriff's Department personnel. Including courtrooms
- The Court encourages persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers to schedule an appointment. The telephone numbers to schedule appointments for each courthouse are listed at courthouse entrances and are posted on the Court's website, www.lacourt.org.
- All persons are encouraged to use hand sanitizer when entering the courthouse, practice good handwashing hygiene, and cover their nose and mouth when coughing or sneezing, preferably with a tissue.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

You are not required to take any action. If you do nothing, the Claims Administrator will mail a settlement check to you, and you will be bound by the terms of the Settlement and will have released your claims as described in Paragraph 7 above.

EXHIBIT B
TO JOINT STIPULATION OF SETTLEMENT
[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL

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*Attorneys for Plaintiff Noe Alarcon Gonzalez, on behalf of
himself and others similarly situated*

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Telephone: (310) 312-2000
Facsimile: (310) 312-3100

*Attorneys for Defendants IPS Corporation and
Weld-On Adhesives, Inc..*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

NOE ALARCON GONZALEZ, on behalf of
himself and others similarly situated,

Plaintiff,

v.

IPS CORPORATION; WELD-ON
ADHESIVES, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 21STCV15832

The Honorable William F. Highberger

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA REPRESENTATIVE
SETTLEMENT**

Date:

Time:

Dept. No: 10 - SSC

File Date: April 27, 2021

Trial Date: To be set

1 **ORDER**

2 The Motion for Preliminary Approval of a Class Action Settlement came on for hearing
3 before this Court, the Honorable William F. Highberger presiding, on _____, at __:00
4 __.m. The Court, having considered the papers submitted in support of the motion and having
5 heard oral argument of the parties, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the “Joint Stipulation of Settlement” as attached as Exhibit __ to the Declaration of
8 _____ (the “Joint Stipulation of Settlement”) and as set forth herein. Capitalized
9 terms in this Order shall have the definitions set forth in the Joint Stipulation of Settlement.

10 2. The Court hereby preliminarily certifies a Settlement Class and a representative
11 action on behalf of PAGA Employees as described in the Joint Stipulation of Settlement, pursuant
12 to the terms and conditions of the Joint Stipulation of Settlement and solely for the purposes set
13 forth therein. The “Settlement Class” is defined as:

14 All persons who worked in any hourly non-exempt California-based
15 job positions with Defendants or any of predecessors except for
16 positions at the Gilroy facility (a “Job Position”) any time during the
17 time period from and including October 30, 2016 through and
18 including [October 5, 2021].

19 The “PAGA Employees” on whose behalf claims under the Private Attorneys General Act are
20 resolved are defined as all persons who worked in a Job Position at any time from October 30,
21 2019 through and including [October 5, 2021].

22 3. The Court hereby preliminarily determines that the Settlement set forth in the Joint
23 Stipulation of Settlement falls within the range of reasonableness and appears to be presumptively
24 valid, subject only to any objections that may be raised at the Final Approval Hearing. It appears
25 to the Court that substantial investigation and research have been conducted such that counsel for
26 the Parties at this time are reasonably able to evaluate their respective positions. It further appears
27 to the Court that settlement will avoid substantial additional costs by all parties, as well as the
28 delay and uncertainties that would be presented by further prosecution of the Action. It further

1 appears to the Court that the proposed settlement that has been reached is the result of intensive,
2 serious, non-collusive, arm's-length negotiations.

3 4. The Court approves, as to form and content, the Notice of Class Action and PAGA
4 Representative Settlement (the Class Notice") in the form attached to the Joint Stipulation of
5 Settlement as Exhibit A. The Court finds that this document fairly and adequately apprises
6 Settlement Class Members and PAGA Employees of their rights under the Settlement.

7 5. The Court directs the distribution of the Notice of Class Action and PAGA
8 Representative Settlement in accordance with the schedule and procedures set forth in the Joint
9 Stipulation of Settlement.

10 6. The Court appoints CPT Group as the Settlement Administrator.

11 7. For purposes of settlement, the Court finds that Joseph Lavi, and Vincent C.
12 Granberry, Melissa A. Huether of Lavi & Ebrahimian, LLP have adequately represented the
13 Settlement Class and the PAGA Employees and are preliminarily appointed as Class Counsel and
14 counsel for the PAGA Employees subject to the Final Approval Hearing.

15 8. For settlement purposes only, the Court preliminarily (and subject to the Final
16 Approval Hearing) finds that Plaintiff Noe Alarcon Gonzalez ("Plaintiff") is an adequate
17 representative of the Settlement Class and the PAGA Employees and appoints him as such.

18 9. A Final Approval Hearing is scheduled for _____ at ____:____ a.m.
19 in Department SSC-10 of the Spring Street Courthouse of the Los Angeles Superior Court. The
20 purpose of such hearing will be to: (a) determine whether the Joint Stipulation of Settlement
21 should finally be approved by the Court as fair, reasonable and adequate; (b) determine the
22 reasonableness of Class Counsel's request for attorneys' fees and costs; (c) determine the
23 reasonableness of the class representative enhancement fee; and (d) order entry of Judgment in the
24 Action.

25 10. Not later than 16 court days before the Final Approval Hearing, Class Counsel shall
26 file brief(s) requesting final approval of the Settlement, an award of reasonable attorneys' fees and
27 costs, and an award of reasonable class representative enhancement fees to the representative of
28 the Settlement Class. All other dates shall be as established by the Joint Stipulation of Settlement.

1 11. Within fifteen (15) business days after the entry of this Order, Defendant shall
2 provide the Settlement Administrator the name, last known address, and Social Security number of
3 each Settlement Class Member, along with the information needed to calculate Class Member
4 Allocation Amounts and Individual PAGA Payments.

5 12. Within fifteen (15) business days after receipt of the class data, the Settlement
6 Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S.
7 mail.

8 13. Settlement Class Members shall have forty-five (45) calendar days from the date
9 of the postmark on the Class Notice to return to the Settlement Administrator Requests for
10 Exclusion, dispute to workweeks, or Objections (“Response Deadline”).

11 14. The Court finds that the form of Class Notice to the Settlement Class regarding
12 the pendency of the action and of this Settlement, and the methods of giving notice to members
13 of the Settlement Class constitute the best notice practicable under the circumstances and
14 constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply
15 fully with the requirements of California Code of Civil Procedure section 382, California Civil
16 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
17 Constitutions, and other applicable law.

18 15. Class Counsel shall provide a copy of the Judgment of Final Approval of Class
19 Action Settlement to the Labor and Workforce Development Agency within 10 days after entry of
20 that Judgment.

21 16. The Court further approves the procedures for Class Members to participate in,
22 opt out of, or object to the Settlement, as set forth in the Joint Stipulation of Settlement
23 Agreement and Class Notice.

24 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
25 connection with the administration of the Settlement which are not materially inconsistent with
26 either this Order or the terms of the Joint Stipulation of Settlement.

27 18. Pending final determination as to whether the Settlement set forth in the Joint
28 Stipulation of Settlement should be approved, the Plaintiff, Settlement Class Members, and the

1 PAGA Employees whether directly, representatively, or in any other capacity, whether or not such
2 persons have appeared in this action, shall not institute or prosecute any claims or actions against
3 the Released Parties (as defined in the Joint Stipulation of Settlement) which in any manner
4 concern the Released Claims (as defined in the Joint Stipulation of Settlement).

5
6 Dated: _____
7 The Honorable William F. Highberger
8 Judge of the Superior Court
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EXHIBIT C
TO JOINT STIPULATION OF SETTLEMENT
[PROPOSED]
JUDGMENT OF FINAL APPROVAL

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

NOE ALARCON GONZALEZ, on behalf of
himself and others similarly situated,

Plaintiff,

v.

IPS CORPORATION; WELD-ON
ADHESIVES, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 21STCV15832

The Honorable William F. Highberger

**[PROPOSED] JUDGMENT OF FINAL
APPROVAL OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date:

Time:

Dept. No: 10 - SSC

File Date: April 27, 2021

Trial Date: To be set

1 On [REDACTED], the Court heard the Parties' application for final approval of the
2 Settlement set forth in the "Joint Stipulation of Settlement" (the "Joint Stipulation of Settlement").
3 Capitalized terms used in this Judgment are as defined in the Joint Stipulation of Settlement. The
4 Court has considered all papers filed, and the other information presented, and based on those
5 papers and information presented,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the subject matter of the Action and over all parties
8 to the Action, including all members of the Settlement Class and all PAGA Employees.

9 2. The Settlement Class is defined as the following: All persons employed by
10 Defendant in a Job Position during any portion of the Class Period. The Settlement Class shall
11 include any heirs, successors, or assigns or purported assigns of the above-described persons. The
12 "Job Position" means any hourly non-exempt California-based job position with Defendants or
13 any predecessors, except for positions at the Gilroy facility. The "Class Period" means the time
14 period from and including October 30, 2016 through and including [October 5, 2021]. The
15 "PAGA Employees" mean Settlement Class Members, including any Opt Outs, who were
16 employed in a Job Position during any part of the PAGA Period. The "PAGA Period" means the
17 time period from and including October 30, 2019 to [October 5, 2021].

18 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California
19 Rules of Court, and pursuant to California Labor Code section 2699(1)(2), the Court grants final
20 approval of the Settlement as set forth in the Joint Stipulation of Settlement. For settlement
21 purposes only, the Court finds that Plaintiff Noe Alarcon Gonzalez is an adequate representative
22 of the Settlement Class and appoints him as such. The Court also approves a representative action
23 under the Private Attorneys General Act, California Labor Code section 2698 et. seq. ("PAGA")
24 on behalf of the PAGA Employees and finds that Noe Alarcon Gonzalez is also an adequate
25 representative of the PAGA Employees.

26 4. The Court finds that Joseph Lavi, Vincent C. Granberry, and Melissa A. Huether of
27 Lavi & Ebrahimian, LLP have adequately represented the Settlement Class and the PAGA

1 Employees and are appointed as Class Counsel for the Settlement Class and as counsel for the
2 represented PAGA Employees.

3 5. The Court finds that said Settlement is, in all respects, fair, reasonable, and
4 adequate to the Settlement Class and the PAGA Employees when balanced against the probable
5 outcome of extensive and costly litigation. Substantial investigation and research have been
6 conducted such that counsel for the Parties are reasonably able to evaluate their respective
7 positions. It appears to the Court that Settlement will avoid substantial additional costs by all
8 Parties, as well as the delay and uncertainties that would be presented by further prosecution of the
9 Action. The Court finds the Settlement that has been reached is the result of intensive, non-
10 collusive, arm's-length negotiations, mediation with an experienced, third-party neutral.

11 6. The Court determines that the Parties complied with the distribution of the Class
12 Notice to the Settlement Class and PAGA Employees in the manner and form set forth in the
13 Preliminary Approval Order, that the Class Notice provided to the Settlement Class and PAGA
14 Employees was the best notice practicable under the circumstances, and that the Class Notice
15 constituted due and sufficient notice to all persons entitled to such notice.

16 7. The procedures required by the Preliminary Approval Order have been carried out
17 and satisfy due process requirements such that all absent Settlement Class Members been given
18 adequate opportunity to participate fully in the exclusion and the approval process, and all PAGA
19 Employees have been given adequate opportunity to be heard and to participate in the approval
20 process.

21 8. There were [REDACTED] valid Requests for Exclusion to the Settlement in response to the
22 Class Notice. The names of those Opt Outs are the following: [REDACTED]

23 9. The Settlement Class, including Plaintiff and all the Settlement Class Members
24 who are not Opt Outs, shall be deemed conclusively to have made the following releases as set
25 forth in the Joint Stipulation of Settlement, which shall have the force and effect of res judicata as
26 to each of them:

27 The "Released Parties" means: (a) Defendants and each and all past
28 or present partners, parents, subsidiaries, or affiliates (regardless
whether such partners, parents, subsidiaries, or affiliates are

1 individuals, corporations, partnerships, limited partnerships, limited
2 liability companies, or other forms of entity) of either Defendant; (b)
3 each and all of the predecessor or successor entities of any of those
4 entities identified in subparagraph (a); (c) any other individuals or
5 entities of any kind, including but not limited to any payroll
6 companies, which have been or could be alleged to be in any manner
7 responsible (whether on an alter ego, joint employer, integrated
8 enterprise, or any other theory) for any violations described in the
9 releases below and occurring as a result of employment in a Job
10 Position; and (d) all past and present directors, officers,
11 representatives, insurers, agents, shareholders, limited or general
12 partners, members, lawyers, and employees of any of the individuals
13 or entities identified in subparagraphs (a), (b), or (c).

14 Each Settlement Class Member, except the Opt Outs identified in
15 paragraph 8 fully, hereby fully, finally, and forever releases and
16 discharges each and every one of the Released Parties from all
17 claims, demands, rights, liabilities, and causes of action arising in
18 whole or in part during the Class Period, for any of the following:
19 (a) any alleged or actual failure to provide or maintain proper,
20 accurate, timely, adequately descriptive, or complete wage
21 statements or pay stubs or other records required to preserve wage
22 statement information; any alleged or actual failure to timely, fully,
23 properly, or completely pay, or any alleged or actual failure to
24 properly calculate, any minimum wages, regular wages, overtime
25 premium wages, meal or rest period premium wages, or other wages
26 or payments owed to Participating Class Members; any alleged or
27 actual failure to comply with meal or rest period requirements; any
28 actual or alleged failure to timely pay all wages or compensation
owed to a fired, quitting, or otherwise departing employee; or any
alleged or actual failure to pay any interest or penalties owed as a
result of any of the foregoing; or (b) in any manner arising out of
any of the other facts or legal theories alleged or asserted in: (i) the
Action, whether formally raised in the original complaint, the
amended complaints to be filed under this Settlement, or otherwise;
or (ii) Plaintiff's PAGA letters to the LWDA (including the April
27, 2021 letter and the [REDACTED] letter (collectively, the "Released Class
Claims").

20 The Released Class Claims include without limitation, but in each
21 case only to the extent described in the preceding paragraphs, any
22 claims: (a) arising under or out of any federal, California or local
23 wage, wage statement, meal or rest period, cost reimbursement,
24 employee record or retention, overtime, or related laws (including,
25 but not limited to, the Fair Labor Standards Act and the California
26 Labor Code); (b) arising under or out of any unfair competition laws
27 as defined in California Business and Professions Code Section
28 17200 et seq. or PAGA; and (c) for declaratory or injunctive relief
or for monetary compensation, whether in the form of wages,
damages, liquidated damages, penalties, restitution, costs, attorneys'
fees, interest, or otherwise.

27 The Released Class Claims extend to and include all known or
28 unknown, suspected or unsuspected such claims, and all such claims
shall be released and barred regardless of the discovery or existence
of any facts in addition to or different from those which the

releasing Settlement Class Member knows or believes to be true with respect to the subject matter of the Released Class Claims.

10. Each of the PAGA Employees, including Plaintiff and all Settlement Class Members who meet that definition even if they are Opt Outs identified in paragraph 8, shall be deemed conclusively to have made the following releases as set forth in the Joint Stipulation of Settlement, which shall have the force and effect of res judicata as to each of them:

Each PAGA Employee fully, finally, and forever releases and discharges each and every one of the Released Parties from all PAGA claims, arising in whole or in part, during the PAGA Period, which in any manner: (a) derive from any of the matters described in foregoing Released Class Claims; or (b) in any manner arise out of any of the other facts or legal theories alleged or asserted in: (i) the Action; (ii) Plaintiff's PAGA letters to the LWDA, (including the April 27, 2021 letter and the [REDACTED] letter (the "Released PAGA Claims").

The Released PAGA Claims extend to and include all known or unknown, suspected or unsuspected such claims, and all such claims shall be released and barred regardless of the discovery or existence of any facts in addition to or different from those which any PAGA Employee knows or believes to be true with respect to the subject matter of the PAGA Released Claims.

11. The Released Class Claims and Released PAGA Claims include any claim of the kind described in Paragraphs 9 or 10 above whether or not any Settlement Class Member or PAGA Employee has directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity, whether by operation of law or otherwise, any portion of any Released Class Claims or Released PAGA Claims.

12. All Settlement Class Members (except any Opt Outs identified in paragraph 8) and all PAGA Employees shall be bound by all of the releases and other terms of the Joint Stipulation of Settlement and this Judgment, whether or not they actually receive or cash their settlement checks for their Class Member Allocation Amount or Individual PAGA Payments, and shall not be permitted to seek any further payment or any personal relief of any kind, including any payment for damages, wages, compensation, fees, costs, penalties, or interest, other than their respective Class Member Allocation Amount or Individual PAGA Payment on account of the Released Class Claims or Released PAGA Claims.

1 13. Each Settlement Class Member (except any Opt Outs identified in paragraph 8) and
2 each PAGA Employee shall not hereafter, individually or as a member of any class or
3 representative proceeding, file any civil action, lawsuit, grievance, demand for arbitration, charge,
4 claim, and/or administrative complaint against Defendant or any of the Released Parties, based
5 upon any Released Class Claims or Released PAGA Claims.

6 14. The Settlement is not an admission by Defendants or any Released Party, nor is this
7 Judgment a finding of the validity of any wrongdoing by Defendants or any Released Party.
8 Neither the Joint Stipulation of Settlement, nor any document referenced therein, nor any action
9 taken to carry out the Joint Stipulation of Settlement: (a) will be construed as or used as an
10 admission of liability by Defendants or any Released Party or an admission that any of
11 Defendants' defenses in the Action are without merit; (b) will be disclosed, referred to, or offered
12 in evidence against Defendants or any Released Party in any proceeding, except for purposes of
13 effectuating the Settlement; provided, however, the Settlement may be admitted in evidence and
14 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or
15 barred by the Settlement or this Judgment.

16 15. The Court approves class representative enhancement fess to Plaintiff Noe Alarcon
17 Gonzalez in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00),
18 which the Court determines to be fair and reasonable.

19 16. The Court awards attorneys' fees to Lavi & Ebrahimian, LLP, in the amount of
20 One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), which the Court determines to
21 be fair and reasonable.

22 17. The Court awards costs to Lavi & Ebrahimian, LLP, in the amount of
23 (\$), which the Court determines to be fair and reasonable.

24 18. The Court approves a payment of Thirty Thousand Dollars and No Cents
25 (\$30,000.00) to California's Labor and Workforce Development Agency.

26 19. The Court approves a payment of Eight Thousand Five Hundred Dollars and No
27 Cents(\$8,500) to CPT Group for services as settlement administrator.

1 20. The Court directs the Parties to effectuate the Settlement according to the terms of
2 the Joint Stipulation of Settlement, including payment to Participating Class Members and to
3 PAGA Employees in accordance with the terms of the Joint Stipulation of Settlement. Within five
4 (5) business days of the Effective Date, Defendant will provide to the Settlement Administrator
5 the Maximum Settlement Amount and an amount sufficient to pay the employer's share of taxes
6 on the wage portion of Class Member Allocation Amounts. Within ten (10) business days after the
7 Effective Date, the Settlement Administrator will pay Participating Class Members, PAGA
8 Employees, Class Counsel, Plaintiff, the LWDA, and itself pursuant to the terms of the Settlement.

9 21. Settlement checks remaining uncashed after one hundred and eighty (180) from the
10 date of issuance of the check will be transmitted to the California State Controller's Office
11 Unclaimed Property Division in the name of the Participating Class Member and/or PAGA
12 Employee.

13 22. The Parties shall bear all their own costs and attorneys' fees, except as otherwise
14 set forth in the Joint Stipulation of Settlement or this Judgment.

15 23. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the
16 finality of this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of
17 the Judgment.

18 24. Notice of Entry of this Judgment may be served on the Settlement Class through
19 service upon Class Counsel and posting on the Settlement Administrator's website.

20 25. The Parties are directed to provide a report to the Court on or before
21 on the status of the distribution of the class settlement proceeds.

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23 Dated: _____

The Honorable William F. Highberger
Judge of the Superior Court