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on behalf of himself and all others similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RUBEN RUIZ, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

UNIX PACKAGING, LLC, a California
limited liability company; UNIX
PACKAGING, INC., a California
corporation; SOUTH BAY SAFETY INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 21STCV15971

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

ACTION FILED: April 28, 2021

TRIAL DATE: None set

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This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Ruben Ruiz (“Plaintiff”), on one hand, and defendants Unix Packaging, LLC (fka Unix Packaging, Inc.) (collectively, “Unix”) and South Bay Safety Inc. (collectively, “Defendants”), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Ruiz v. Unix Packaging, LLC, et al.*, Case No. 21STCV15971, initiated on April 28, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employees” means all persons currently or formerly placed to work at Unix by South Bay Safety Inc., as hourly-paid, non-exempt employees in the State of California at any time during the PAGA Period. “Aggrieved Employees” expressly excludes all employees directly hired by Unix or placed to work at Unix by all other staffing agencies and professional employer organizations.

1.5. “Class” or “Settlement Class” means all persons currently or formerly placed to work at Unix by South Bay Safety Inc., as hourly-paid, non-exempt employees in the State of California at any time during the Class Period. The Settlement Class expressly excludes all employees directly hired by Unix, or placed to work at Unix by all other staffing agencies and professional employer organizations.

1.6. “Class Counsel” means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C.

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1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 1, 2018 through September 30, 2022.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendants” means named defendants Unix and South Bay Safety Inc. (“South Bay”).

1.17. “Defense Counsel” means Scott E. Gizer and Lisa L. Boswell of Early Sullivan Wright Gizer & McRae LLP and Eric V. Luedtke of The Law Offices of Eric V. Luedtke.

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

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

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

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

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

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

1.30. “Operative Complaint” means the First Amended Complaint filed in the Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from April 27, 2020 through the end of the Class Period.

1.33. “PAGA” means the Private Attorneys’ General Act (Labor Code §§ 2698, *et seq.*).

1.34. “PAGA Notice” means Plaintiff’s April 27, 2021 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “Amended PAGA Notice” means Plaintiff’s September 27, 2021 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties (\$50,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and 75% to the LWDA (\$37,500.00) in settlement of PAGA claims.

1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. “Plaintiff” means Ruben Ruiz, the named plaintiff in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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1 1.40. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
2 and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff's
3 presentation of the same to the Court.

4 1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.1
5 below.

6 1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
7 below.

8 1.43. "Released Parties" means: Defendants and all their present and former parent companies,
9 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
10 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which
11 could be liable for any of the Released Claims, and Defendants' counsel of record in the Action.

12 1.44. "Request for Exclusion" means a Class Member's submission of a written request to be
13 excluded from the Class Settlement signed by the Class Member.

14 1.45. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
15 Class Members and Aggrieved Employees and shall be the last date on which Class Members
16 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
17 Settlement. Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional 15 days beyond the Response
19 Deadline has expired.

20 1.46. "Settlement" means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 1.47. "Workweek" means any week during which a Class Member was employed by the
23 Defendants in a non-exempt, hourly position for at least one day during the Class Period in
24 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
25 applicable).

26 **2. RECITALS**

27 2.1. On April 27, 2021, Plaintiff filed with the LWDA and served on Defendants a notice
28 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to

1 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
2 (“PAGA Notice”).

3 2.2. On April 28, 2021, Plaintiff commenced this Action by filing a complaint alleging
4 Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to
5 provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or
6 compensation in lieu thereof; (5) failed to provide wages upon separation from employment; (6)
7 failed to provide compliant wage statements; (7) failed to indemnify for business expenses; and
8 (8) engaged in unfair competition (the “Action”).

9 2.3. On September 27, 2021, Plaintiff filed with the LWDA and served on Defendants an
10 Amended PAGA Notice under Labor Code section 2699.3 clarifying his allegations to recover
11 civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

12 2.4. On October 5, 2021, Plaintiff filed a First Amended Complaint in the Action reasserting
13 the allegations in the original complaint and seeking civil penalties against Defendants for the
14 alleged Labor Code violations asserted in the PAGA Notice and the Amended PAA Notice. The
15 First Amended Complaint is the “Operative Complaint.”

16 2.5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply
17 with the laws identified in the Operative Complaint, and deny any and all liability for the causes
18 of action alleged in the Operative Complaint.

19 2.6. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
20 Defendants and the LWDA by sending the PAGA Notice and the Amended PAGA Notice.

21 2.7. On May 25, 2023, the Parties participated in an all-day mediation presided over by Paul
22 Grossman, Esq. which led to this Agreement to settle this Action as to the Class defined in
23 Paragraph 1.5 above.

24 2.8. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll
25 records for 20% of the estimated 413 Class Members from South Bay and 25% of certain time
26 and payroll records from Unix; (2) the total number of Pay Periods and Workweeks in the Class
27 Period and PAGA Period; (3) data points, including the average rate of pay, the number of Class
28 Members eligible for waiting time penalties, the number of Class Members eligible for wage

statement violation penalties; and (4) Plaintiff's personnel file. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (Dunk/Kullar).

2.9. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Unix promises to pay \$500,000.00 as the Gross Settlement Amount, unless rescinded pursuant to Paragraph 8.1 of this Agreement. South Bay is obligated to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Unix.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative or named plaintiff of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative or named plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$175,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to

enforce the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). Class Counsel represents that the Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form by South Bay. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). Class Counsel represents that the Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, South Bay has estimated there are 418 Class Members who collectively worked a total of 14,099 Workweeks during the Class Period, and 282 Aggrieved Employees who worked a total of 9,527 PAGA Pay Periods in the PAGA Period.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, South Bay shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. South Bay has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which South Bay must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Unix shall fully fund the Gross Settlement
2 Amount, and South Bay shall fund the amounts necessary to fully pay its share of payroll taxes
3 by transmitting the funds to the Administrator no later than 14 calendar days after the Effective
4 Date. Unix and South Bay expressly agree that South Bay's agreement to fully pay its share of
5 payroll taxes shall not be construed as an admission to any liability or agreement that South Bay
6 agrees to the Gross Settlement Amount in that South Bay never agreed to pay any amounts and
7 believes the Gross Settlement Amount is excessive. Unix and Plaintiff disagree that the Gross
8 Settlement Amount is excessive, and contend it reflects a reasonable compromise reached at a
9 full day mediation before an experienced mediator in wage and hour claims. Unix and South
10 Bay further expressly agree that by South Bay signing this Settlement Agreement and paying its
11 share of the payroll taxes, that said acts cannot be used for or against any party as to Unix's cross-
12 complaint in the Action.

13 4.4. Payments from the Gross Settlement Amount. Within 7 days after Unix funds the Gross
14 Settlement Amount and South Bay pays the employer's share of payroll taxes, the Administrator
15 will simultaneously mail checks for all Individual Class Payments, all Individual PAGA
16 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
17 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
18 Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
19 Expenses Payment, and the Class Representative Service Payment shall not precede
20 disbursement of Individual Class Payments and the Individual PAGA Payments.

21 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
22 Individual PAGA Payments and send them to the Class Members via First Class U.S.
23 Mail, postage prepaid. The face of each check shall prominently state the date (not less
24 than 180 days after the date of mailing) when the check will be voided. The
25 Administrator will cancel all checks not cashed by the void date. The Administrator will
26 send checks for Individual Settlement Payments to all Participating Class Members
27 (including those for whom Class Notice was returned undelivered). The Administrator
28 will send checks for Individual PAGA Payments to all Aggrieved Employees including

Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384. None of the Gross Settlement Amount will revert to Unix.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,

and on the date when Unix fully funds the entire Gross Settlement Amount and South Bay funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1. Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for waiting time penalties; (6) all claims for wage statement violations; (7) all claims for failure to indemnify; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

5.2. Except as set forth in Section 5.1 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Furthermore, this release expressly excludes all employees directly hired by Unix, or placed to work at Unix by all other staffing agencies and professional employer organizations, and such employees are not deemed to release any claim herein.

5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and

2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5.

5.4. Nothing herein shall be interpreted or construed as a waiver or release of any or all of Unix's claims against South Bay.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendants and Defendants' counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "*cy pres* recipient."

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice

of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer

Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4. Notice to Class Members

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

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

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

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

1 authenticity of a Request for Exclusion, the Administrator may demand additional proof
2 of the Class Member's identity. The Administrator's determination of authenticity shall
3 be final and not appealable or otherwise susceptible to challenge.

4 7.5.3. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
6 to all benefits and bound by all terms and conditions of the Settlement, including the
7 Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement,
8 regardless of whether the Participating Class Member actually receives the Class Notice
9 or objects to the Settlement.

10 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or
12 have the right to object to the class action components of the Settlement. Because future
13 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
14 Participating Class Members who are Aggrieved Employees are deemed to release the
15 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
16 PAGA Payment.

17 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
18 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
19 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
20 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
21 allocation by communicating with the Administrator via mail. The Administrator must encourage
22 the challenging Class Member to submit supporting documentation. In the absence of any
23 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
24 in the Class Notice are correct so long as they are consistent with the Class Data. The
25 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
26 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
27 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
28 to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1. Website. The Administrator will maintain and use an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have

timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

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

1 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by
4 employee identification number only of all payments made under this Agreement. At
5 least 7 days before any deadline set by the Court, the Administrator will prepare, and
6 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
7 Court attesting to its disbursement of all payments required under this Agreement. Class
8 Counsel is responsible for filing the Administrator's declaration in Court.

9 **8. CLASS SIZE ESTIMATES AND RESCISSION CLAUSE**

10 Based on its records, South Bay estimates that, as of the date of mediation, (1) there were
11 418 Class Members and 14,099 Total Workweeks during the Class Period; and (2) there were
12 282 Aggrieved Employees who worked 9,527 Pay Periods during the PAGA Period.

13 8.1. Increase in Workweeks. South Bay has estimated that the number of Workweeks during
14 the Class Period is approximately 14,099. If the actual number of Workweeks during this
15 timeframe exceeds the above number by more than 10%, Plaintiff has the option to rescind this
16 Agreement.

17 **9. DEFENDANTS' RIGHT TO WITHDRAW**

18 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
19 10% of the total of all Class Members, Unix may, but is not obligated, elect to withdraw from
20 the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab
21 initio, have no force or effect whatsoever, and that neither Party will have any further obligation
22 to perform under this Agreement; provided, however, Defendants will remain responsible for
23 paying all Settlement Administration Expenses incurred through withdrawal. Defendants must
24 notify Class Counsel and the Court of its election to withdraw not later than 7 days after the
25 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
26 effect.

27 ///

28 ///

10. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment (including pursuant to Code of Civil Procedure 664.6), (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as

provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. AMENDED JUDGMENT

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

12. AMENDED JUDGMENT

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason

1 the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants
2 reserve the right to contest certification of any class for any reasons, and Defendants reserves all
3 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
4 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
5 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
6 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
7 Settlement and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
11 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
12 or indirectly, specifically or generally, to any person, corporation, association, government
13 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
14 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
15 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
16 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
17 government agency. Each Party agrees to immediately notify each other Party of any judicial or
18 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
19 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
20 conversation or other communication, before the filing of the Motion for Preliminary Approval,
21 with any third party regarding this Agreement or the matters giving rise to this Agreement except
22 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
23 restrict Class Counsel's communications with Class Members in accordance with Class
24 Counsel's ethical obligations owed to Class Members.

25 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
28 ability to communicate with Class Members in accordance with Class Counsel's ethical

obligations owed to Class Members.

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

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

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

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

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

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

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

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

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

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

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

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Notarized p 6, 2024 11:13 PDT)

For Plaintiff, Ruben Ruiz

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff, Ruben Ruiz

Signed by:

Bobby Melamed

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For Defendant, Unix Packaging, LLC (fka Unix Packaging, Inc.)

For Defendant, South Bay Safety Inc.

[Signature]

Scott E. Gizer
Lisa L Boswell
Counsel for Defendant Unix Packaging, LLC
(fka Unix Packaging, Inc.)

Eric V. Luedtke
Counsel for Defendant South Bay Safety Inc.

1 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
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7 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,
8 illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel
9 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
10 to proceed as if such invalid, illegal or unenforceable provision had never been included in this
11 Agreement.

12 **IT IS SO AGREED:**

13
14 _____
15 For Plaintiff, Ruben Ruiz

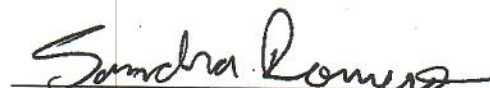
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17 _____
18 David D. Bibiyan
19 Vedang J. Patel
20 Counsel for Plaintiff, Ruben Ruiz

Signed by:



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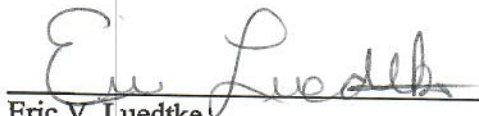
For Defendant, Unix Packaging, LLC (fka Unix
Packaging, Inc.)



For Defendant, South Bay Safety Inc.



Scott E. Gizer
Lisa L Boswell
Counsel for Defendant Unix Packaging, LLC
(fka Unix Packaging, Inc.)



Eric V. Luedtke
Counsel for Defendant South Bay Safety Inc.