

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiff, RUBEN RUIZ,
on behalf of himself and all others similarly situated and aggrieved

Additional Counsel Listed on Next Page

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.

UNIX PACKAGING, LLC, a California
limited liability company (formerly known as
UNIX PACKAGING, INC., a California
corporation),

Cross-Complainant,

v.

SOUTH BAY SAFETY INC., a California
corporation; SANDRA ROMERO, an
individual; CLAUDIA PEREZ, an individual;
and ROES 1 through 10, inclusive,

Cross-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

1 Scott E. Gizer
2 Lisa L. Boswell
3 EARLY SULLIVAN WRIGHT
4 GIZER & McRAE LLP
5 6420 Wilshire Boulevard, 17th Floor
6 Los Angeles, California 90048
7 Telephone: (323) 301-4660
8 Facsimile: (323) 301-4676
9 Email: *sgizer@earlysullivan.com*
10 *lboswell@earlysullivan.com*
11
12 Counsel for Defendant and Cross-Complainant
13 UNIX PACKAGING, LLC FKA UNIX PACKAGING, INC.
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1 This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Ruben Ruiz (“Plaintiff”), on one hand, and
3 defendant Unix Packaging, LLC (fka Unix Packaging, Inc.) (“Unix” or “Defendant”), on the
4 other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
5 individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendant, captioned *Ruiz v. Unix Packaging, LLC, et al.*, Case No. 21STCV15971, initiated on
9 April 28, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

10 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
11 agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendant
17 as hourly-paid, non-exempt employees in the State of California at any time during the PAGA
18 Period. “Aggrieved Employees” expressly excludes all employees hired by South Bay Safety,
19 Inc., and placed to work at Unix, who were not hired directly by Unix.

20 1.5. “Class” or “Settlement Class” means all persons currently or formerly employed at Unix
21 as hourly-paid, non-exempt employees in the State of California at any time during the Class
22 Period. The Settlement Class expressly excludes all employees hired by South Bay Safety, Inc.,
23 and placed to work at Unix, who were not hired directly by Unix.

24 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
25 P.C.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
27 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
28 expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s 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 April 28, 2017 through March 22, 2024.

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. “Defendant” means named defendant Unix Packaging, LLC (fka Unix Packaging, Inc.).

1.17. “Defense Counsel” means Scott E. Gizer and Lisa L. Boswell of Early Sullivan Wright Gizer & McRae LLP.

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 \$825,000.00 (Eight Hundred Twenty Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, 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 Defendant 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 Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “Amended PAGA Notice” means Plaintiff’s September 23, 2021 letter to Defendant 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 (\$82,500.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,625.00) and 75% to the LWDA (\$61,875.00) 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.

1.40. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the Court.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.

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1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43. “Released Parties” means: Defendant and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

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

2. RECITALS

2.1. On April 27, 2021, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.2. On April 28, 2021, Plaintiff commenced this Action by filing a complaint alleging Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or

1 compensation in lieu thereof; (5) failed to provide wages upon separation from employment; (6)
2 failed to provide compliant wage statements; (7) failed to indemnify for business expenses; and
3 (8) engaged in unfair competition (the “Action”).

4 2.3. On September 27, 2021, Plaintiff filed with the LWDA and served on Defendant an
5 Amended PAGA Notice under Labor Code section 2699.3 clarifying his allegations to recover
6 civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

7 2.4. On October 5, 2021, Plaintiff filed a First Amended Complaint in the Action reasserting
8 the allegations in the original complaint and seeking civil penalties against Defendant for the
9 alleged Labor Code violations asserted in the PAGA Notice and the Amended PAGA Notice.
10 The First Amended Complaint is the “Operative Complaint.”

11 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply
12 with the laws identified in the Operative Complaint, and denies any and all liability for the causes
13 of action alleged in the Operative Complaint.

14 2.6. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
15 Defendant and the LWDA by sending the PAGA Notice and the Amended PAGA Notice.

16 2.7. On May 25, 2023, the Parties participated in an all-day mediation presided over by Paul
17 Grossman, Esq. which led to an agreement to settle the class and representative claims of the
18 employees hired by South Bay Safety, Inc., and placed to work at Unix. However, the Parties
19 did not reach an agreement to settle the direct employees of Unix, or employees placed to work
20 at Unix by any other staffing agency or professional employer organizations, for which litigation
21 continued.

22 2.8. On December 18, 2023, the Parties participated in a second all-day mediation presided
23 over by Paul Grossman, Esq. which led to this Agreement to settle this Action as to the Class
24 defined in Paragraph 1.5 above.

25 2.9. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll
26 records for 25% of the estimated 710 putative Class Members; (2) the total number of Pay Periods
27 and Workweeks in the Class Period and PAGA Period; (3) data points, including the average rate
28 of pay, the number of Class 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).

2.10. The Court has not granted class certification.

2.11. 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 \$825,000.00 as the Gross Settlement Amount, unless rescinded pursuant to Paragraph 8.1 of this Agreement. Defendant is obligated to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has 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 Defendant.

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. Defendant 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

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

7 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
8 Gross Settlement Amount, which is currently estimated to be \$288,750.00 and a Class
9 Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not
10 oppose requests for these payments provided that do not exceed these amounts. Plaintiff
11 and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment
12 and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the
13 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will allocate the
15 remainder to the Net Settlement Amount. Released Parties shall have no liability to
16 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of
17 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
18 The Administrator will pay the Class Counsel Fees Payment and Class Counsel
19 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
20 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
21 Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
22 indemnifies Defendant, from any dispute or controversy regarding any division or
23 sharing of any of these Payments. There will be no additional charge of any kind to
24 either the Settlement Class Members or request for additional consideration from
25 Defendant for such work unless, Defendant materially breaches this Agreement,
26 including any term regarding funding, and further efforts are necessary from Class
27 Counsel to remedy said breach, including, without limitation, moving the Court to
28 enforce the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,550.00 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 \$11,550.00, 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"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 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"). 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 \$82,500.00 to be paid from the Gross Settlement Amount, with 75% (\$61,875.00) allocated to the LWDA PAGA Payment and 25% (\$20,625.00) 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 (\$20,625.00) 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, Defendant estimates there are 710 Class Members who collectively worked a total of 45,457 Workweeks during the Class Period, and 469 Aggrieved Employees who worked a total of 21,317 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, Defendant will 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. Defendant 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 Defendant 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.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and Defendant shall fund the amounts necessary to fully pay its share of employer payroll taxes by transmitting 50% of the Gross Settlement Amount and 50% of the employer

1 payroll taxes to the Administrator no later than 30 calendar days after the Effective Date, and the
2 remaining 50% of the Gross Settlement Amount and employer payroll taxes to the Administrator
3 no later January 22, 2026.

4 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
5 first 50% portion of the Gross Settlement Amount and the employer's share of payroll taxes, the
6 Administrator will simultaneously mail checks for 50% of all Individual Class Payments, all
7 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
8 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
9 Representative Service Payment (the "First Distribution"). Within 7 days after Defendant funds
10 the last 50% portion of the Gross Settlement Amount and the employer's share of payroll taxes,
11 the Administrator will simultaneously mail checks for the remaining 50% of all Individual Class
12 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
13 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
14 Payment and the Class Representative Service Payment (the "Second Distribution").

15 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments in a First Distribution and a Second Distribution as
17 described above and send them to the Class Members via First Class U.S. Mail, postage
18 prepaid. The face of each check shall prominently state the date (not less than 180 days
19 after the date of mailing) when the check will be voided. The Administrator will cancel
20 all checks not cashed by the void date. The Administrator will send checks for Individual
21 Settlement Payments to all Participating Class Members (including those for whom
22 Class Notice was returned undelivered). The Administrator will send checks for
23 Individual PAGA Payments to all Aggrieved Employees including Non-Participating
24 Class Members who qualify as Aggrieved Employees (including those for whom Class
25 Notice was returned undelivered). The Administrator may send Participating Class
26 Members a single check combining the Individual Class Payment and the Individual
27 PAGA Payment in the First Distribution and the Second Distribution. Before mailing
28 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 or Individual PAGA 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.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount and 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

1 alleged or reasonably could have been alleged based on the facts stated in the Operative
2 Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to
3 pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu
4 thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all
5 claims for waiting time penalties; (6) all claims for wage statement violations; (7) all claims for
6 failure to indemnify; and (8) all claims asserted through California Business & Professions Code
7 section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative
8 Complaint.

9 5.2. Except as set forth in Section 5.1 of this Agreement, Participating Class Members do not
10 release any other claims, including claims for vested benefits, wrongful termination, violation of
11 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
12 workers' compensation, or claims based on facts occurring outside the Class Period.
13 Furthermore, this release expressly excludes all employees hired by South Bay Safety, Inc., and
14 placed to work at Unix, who were not directly hired by Unix.

15 5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
16 Employees are deemed to release, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
18 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
19 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including,
20 claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and
21 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
22 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5,
23 1198.5, 2802, and 2810.5.

24 5.4. Nothing herein shall be interpreted or construed as a waiver or release of any or all of
25 Unix's claims against South Bay Safety, Inc.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
3 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
4 Approvals.

5 6.1. Defendant’s Declaration in Support of Preliminary Approval. Because funds from
6 uncashed checks will be transmitted to the California Controller’s Office, Unclaimed Property
7 Fund, Defendant and Defendant’s counsel have no obligation to provide declarations disclosing
8 any facts relevant to any actual or potential conflicts with a “*cy pres* recipient.”

9 6.2. Plaintiff’s Responsibilities. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver
10 to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i)
11 a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that
12 includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA
13 Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
14 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice;
15 (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
16 administering the Settlement and attesting to its willingness to serve; competency; operative
17 procedures for protecting the security of Class Data; amounts of insurance coverage for any data
18 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
19 conflicts of interest with Class Members; and the nature and extent of any financial relationship
20 with Plaintiff, Class Counsel or Defense Counsel; (v) a declaration from Plaintiff confirming
21 willingness and competency to serve and disclosing all facts relevant to any actual or potential
22 conflicts of interest with Class Members; (v) a declaration from each Class Counsel firm attesting
23 to its competency to represent the Class Members; its timely transmission to the LWDA of all
24 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
25 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
26 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
27 with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel
28 shall aver that they are not aware of any other pending matter or action asserting claims that will

1 be extinguished or adversely affected by the Settlement.

2 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
3 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
4 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
5 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
6 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
7 Administrator.

8 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
11 conferring, in good faith, to resolve the disagreement. If the Court does not grant Preliminary
12 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
13 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
14 meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's
15 concerns.

16 7. SETTLEMENT ADMINISTRATION

17 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
18 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
19 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
20 payment of Administration Expenses. The Parties and their Counsel represent that they have no
21 interest or relationship, financial or otherwise, with the Administrator other than a professional
22 relationship arising out of prior experiences administering settlements.

23 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
24 Identification Number for purposes of calculating payroll tax withholdings and providing reports
25 to state and federal tax authorities.

26 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
27 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
28 468B-1.

1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
5 Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit “A.” The first page of the Class Notice shall prominently estimate
11 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
12 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
13 applicable) used to calculate these amounts. Before mailing Class Notices, the
14 Administrator shall update Class Members’ addresses using the National Change of
15 Address database.

16 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
17 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
18 using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search,
20 and re-mail the Class Notice to the most current address obtained. The Administrator
21 has no obligation to make further attempts to locate or send Class Notice to Class
22 Members whose Class Notice is returned by the USPS a second time.

23 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
24 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
25 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
26 notice is re-mailed. The Administrator will inform the Class Member of the extended
27 deadline with the re-mailed Class Notice.

28 ///

1 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data
3 and should have received Class Notice, the Parties will expeditiously meet and confer
4 in person or by telephone, in good faith, in an effort to agree on whether to include them
5 as Class Members. If the Parties agree, such persons will be Class Members entitled to
6 the same rights as other Class Members, and the Administrator will send, via email or
7 overnight delivery, a Class Notice requiring them to exercise options under this
8 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
9 the Class Notice, which ever are later.

10 7.5. Requests for Exclusion (Opt-Outs).

11 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
12 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
13 not later than 45 days after the Administrator mails the Class Notice (plus an additional
14 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
15 is a letter from a Class Member or his/her representative that reasonably communicates
16 the Class Member's election to be excluded from the Settlement and includes the Class
17 Member's name, address and email address or telephone number. To be valid, a Request
18 for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.

19 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
20 fails to contain all the information specified in the Class Notice. The Administrator shall
21 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
22 the identity of the person as a Class Member and the Class Member's desire to be
23 excluded. The Administrator's determination shall be final and not appealable or
24 otherwise susceptible to challenge. If the Administrator has reason to question the
25 authenticity of a Request for Exclusion, the Administrator may demand additional proof
26 of the Class Member's identity. The Administrator's determination of authenticity shall
27 be final and not appealable or otherwise susceptible to challenge.

28 ///

1 7.5.3. Every Class Member who does not submit a timely and valid Request for
2 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
3 to all benefits and bound by all terms and conditions of the Settlement, including the
4 Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement,
5 regardless of whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
8 Non-Participating Class Member and shall not receive an Individual Class Payment or
9 have the right to object to the class action components of the Settlement. Because future
10 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
11 Participating Class Members who are Aggrieved Employees are deemed to release the
12 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
13 PAGA Payment.

14 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
15 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
16 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
17 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
18 allocation by communicating with the Administrator via mail. The Administrator must encourage
19 the challenging Class Member to submit supporting documentation. In the absence of any
20 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
21 in the Class Notice are correct so long as they are consistent with the Class Data. The
22 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
23 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
24 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
25 to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

26 7.7. Objections to Settlement

27 7.7.1. Only Participating Class Members may object to the class action components of
28 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.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount (i.e., the Administrator has completed both the First Distribution and Second Distribution as described in Paragraph

1 4.4), the Administrator will provide Class Counsel and Defense Counsel with a final
2 report detailing its disbursements by employee identification number only of all
3 payments made under this Agreement. At least 7 days before any deadline set by the
4 Court, the Administrator will prepare, and submit to Class Counsel and Defense
5 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
6 all payments required under this Agreement. Class Counsel is responsible for filing the
7 Administrator's declaration in Court.

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

9 Based on its records, Defendant estimates there are: (1) 710 Class Members who
10 collectively worked a total of 45,457 Workweeks during the Class Period; and (2) 469 Aggrieved
11 Employees who worked a total of 21,317 PAGA Pay Periods in the PAGA Period.

12 8.1. Increase in Workweeks. Defendant has estimated that the number of Workweeks during
13 the period from April 2017 and December 2023 is approximately 45,457. If the actual number of
14 Workweeks during this period exceeds the above number by more than 10%, Plaintiff has the
15 option to rescind this Agreement.

16 8.2. Defendant's Representation. Defendant has represented that it has recently lost its
17 contract with a key customer representing approximately 40% of its revenue, and Defendant is
18 in loan forbearance with its lenders due to default under Defendant's credit agreements. If these
19 representations are materially false, Plaintiff may cancel this Agreement.

20 **9. DEFENDANT'S RIGHT TO WITHDRAW**

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

1 have no effect.

2 **10. MOTION FOR FINAL APPROVAL**

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

9 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
10 a Participating Class Member, including the right to file responsive documents in Court no later
11 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
12 Court.

13 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court's decision to award less than the amounts requested for the Class
18 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
20 modification to the Agreement within the meaning of this paragraph.

21 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
22 Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of
23 (i) enforcing this Agreement and/or Judgment (including pursuant to Code of Civil Procedure
24 664.6), (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
25 matters as are permitted by law.

26 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
27 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
28 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their

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

9 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted
12 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
13 expeditiously work together in good faith to address the appellate court's concerns and to obtain
14 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
15 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
16 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
17 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
18 as long as the Gross Settlement Amount remains unchanged.

19 **11. AMENDED JUDGMENT**

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

22 **12. AMENDED JUDGMENT**

23 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
24 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
25 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
26 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
27 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
28 Defendant's defenses in the Action have merit. The Parties agree that class certification and

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

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

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

1 ability to communicate with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members.

3 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
6 inducements made to or by any Party.

7 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
10 its terms and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence, and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of mediator Paul Grossman and/or the Court for resolution.

19 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action or right released and discharged by the Party in this Settlement.

23 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
24 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 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 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 Defendant 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 Defendant's 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:

 (Signed by: Ruben Ruiz) (Sep 6, 2024 11:16 PDT)

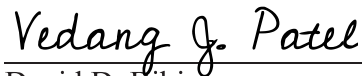
For Plaintiff, Ruben Ruiz

Signed by:



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For Defendant and Cross-Complainant, Unix Packaging, LLC (fka Unix Packaging, Inc.)



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



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