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

DANIELLE GOGERTY, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

ATLAS LIFT TECH, INC., a Delaware
corporation,

Defendant.

Yuba Superior Court
Case No.

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Danielle Gogerty (“Plaintiff” or “Class Representative”), as an individual and on behalf of the Settlement Class, and Atlas Lift Tech, Inc., a Delaware Corporation (“Atlas” or “Defendant”) (collectively with Plaintiff, the “Parties”). Plaintiff, on behalf of herself and the Settlement Class, and Atlas, agree as follows:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the wage and hour class action lawsuit, *Danielle Gogerty v. Atlas Lift Tech, Inc.*, to be filed in Yuba County Superior Court, and encompasses the claims and allegations set forth PAGA letter submitted by Plaintiff on filed by Plaintiff on April 14, 2021.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action.

3. “Class Counsel” means Ackermann & Tilajef, P.C. and Law Offices of Raphael A. Katri.

4. “Class List” means a complete list of all Class Members that Atlas will diligently and in good faith compile from its records and formatted in Microsoft Office Excel, and will include: each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Release Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all individuals who are or were employed as hourly, non-exempt, employees by Defendant Atlas Lift Tech, Inc., or its predecessor or merged entities in interest in the State of California from April 14, 2020, through the earlier of October 31, 2021 or the date of preliminary approval. Atlas estimated that the Settlement Class consisted of approximately 147 Class Members from April 14, 2020 through July 31, 2021, and that the final calculation of Class Members will likely exceed that amount.

6. “Class Release Period” means the period from April 14, 2017, through the earlier of October 31, 2021 or the date of preliminary approval.

7. “Class Representative Enhancement Payment” means the amount agreed by the Parties and approved by the Court to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members. The Class Representative Enhancement Payment shall be paid in addition to Plaintiff’s pro rata portion of the Net Settlement Amount and shall not exceed \$10,000.

8. “Class Settlement Amount” means the Class Settlement Amount of Three Hundred Thousand Dollars (\$300,000). This is the gross amount to be paid by Atlas under this Settlement Agreement in full satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel, the Class Representative Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the Settlement Administrator.

9. “Court” means the Yuba County Superior Court.

10. “Defendant” or “Atlas” means Atlas Lift Tech, Inc., a Delaware Corporation.

11. “Effective Date” means the later of: (i) the sixty-first (61st) calendar day after Final Approval, provided no appeal has been initiated, whether by an absent Class Member who has timely intervened or moved to vacate the judgment or by a Party or Class Counsel, as set forth below; or (iii) if such an appeal is timely initiated, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Individual Settlement Payment” means each Participating Class Member’s respective

1 share of the Net Settlement Amount.

2 14. "LWDA Payment" means seventy-five percent (75%) of the \$30,000 portion of the
3 Class Settlement Amount allocated to resolution of Class Members' claims arising under the Labor Code
4 Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"), which amounts to
5 \$22,500 and which shall be paid to the Labor and Workforce Development Agency ("LWDA").

6 15. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
7 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
8 Labor and Workforce Development Agency Payment, and Settlement Administration Costs, which shall
9 be fully distributed to Participating Class Members without any reversion to Atlas.

10 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
11 Settlement Agreement. For the Notice of Objection to be valid, it must include the Class Member's
12 name and provide each specific reason in support of the objection.

13 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

15 18. "PAGA Covered Employees" means all individuals who are or were employed as
16 hourly, non-exempt, employees by Defendant Atlas Lift Tech, Inc., or its predecessor or merged entities
17 in interest in the State of California from April 14, 2020, through the earlier of October 31, 2021 or the
18 date of preliminary approval.

19 19. "PAGA Covered Period" means the period from April 14, 2020, through the earlier of
20 October 31, 2021 or the date of preliminary approval.

21 20. "Parties" means Plaintiff and Atlas collectively.

22 21. "Participating Class Members" means all Class Members who do not submit timely and
23 valid Requests for Exclusion.

24 22. "Plaintiff" means Plaintiff Danielle Gogerty.

25 23. "Preliminary Approval" means the date on which the Court enters an order granting
26 preliminary approval of the Settlement Agreement

27 24. "Qualified Settlement Fund or QSF" means a fund within the meaning of Treasury
28 Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement Administrator

1 for the benefit of Participating Class Members, Plaintiff and Class Counsel.

2 25. "Released Claims" means all claims alleged in the operative PAGA letter, forthcoming
3 Complaint, or that reasonably could have been alleged based on the facts and claims asserted in the
4 PAGA letter and/or Complaint, and arising during the Class Release Period, including claims under
5 Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 511, 1194, 1197, 1198, IWC Wage Order
6 4-2001, section 12, as well as any civil penalty claims predicated on the claims alleged in Plaintiff's
7 PAGA letter and/or Complaint and arising during the Class Release Period and/or PAGA Period. The
8 period of the Release shall extend to the limits of the Class Release Period. The *res judicata* effect of the
9 Judgement will be the same as that of the Release.

10 26. "Released Parties" means Atlas and all of its subsidiaries, affiliates, predecessors,
11 successors, and related entities, and its and their respective officers, directors, employees, fiduciaries,
12 trustees, agents, and benefit plans.

13 27. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
14 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
15 address, telephone number and last four digits of the Social Security Number of the Class Member
16 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
17 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
18 and (v) be faxed or postmarked on or before the Response Deadline.

19 28. "Response Deadline" means the deadline by which Class Members must postmark or
20 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
21 Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial
22 mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls
23 on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on
24 which the U.S. Postal Service is open.

25 29. "Settlement Administration Costs" means the costs payable from the Class Settlement
26 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
27 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
28 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The

1 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
2 any such costs in excess of the amount represented by the Settlement Administrator as being the
3 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
4 approximately 147 Class Members, the Settlement Administration Costs are currently estimated to be
5 Ten Thousand Dollars (\$10,000.00).

6 30. "Settlement Administrator" means CPT Group, Inc. (or any other third-party class action
7 settlement administrator agreed to by the Parties), if approved by the Court, for the purposes of
8 administering this Settlement. The Parties each represent that they do not have any financial interest in
9 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
10 could create a conflict of interest.

11 31. "Workweeks" means the number of weeks of employment for each Class Member
12 during the Class Release Period, wherein each Class member was on Defendant's payroll. All Class
13 Members will be credited with at least one Workweek.

14 32. "Workweeks for PAGA" means the Workweeks worked during the PAGA Covered
15 Period by each Class member who worked during the PAGA Covered Period.

16 **RECITALS**

17 33. Prior to the mediation, the Parties conducted significant investigation and discovery of
18 the facts and law both before and after the Action was filed. Prior to mediation, Atlas produced hundreds
19 of documents relating to their policies, practices, and procedures regarding paying employees for all
20 hours worked, overtime, rest period policies, payroll and operational policies, and other documents
21 relevant to the causes of action in this Action. As part of Defendant's production, Plaintiff also reviewed
22 information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand
23 the number of pay periods in the Class Release Period. The Parties agree that the above-described
24 investigation and evaluation, as well as the information exchanged during the settlement negotiations, are
25 more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues
26 on a fair and equitable basis.

27
28 34. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the

1 expense and length of continued proceedings necessary to continue the litigation against Atlas through
2 class certification, trial and through any possible appeals. Plaintiff and Class Counsel also have taken
3 into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and
4 delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement
5 negotiations, including a formal mediation on October 18, 2021. Based on the foregoing, Plaintiff and
6 Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable
7 settlement, and is in the best interests of the Class Members.

8 35. Defendant's Reasons for Settlement. Atlas recognizes that the defense of this litigation
9 will be protracted and expensive. Substantial amounts of time, energy, and resources of Atlas have been
10 and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by
11 Plaintiff. Atlas, therefore, has agreed to settle in the manner and upon the terms set forth in this
12 Agreement to put to rest the Released Claims.

13 **GENERAL SETTLEMENT TERMS**

14 36. Class Certification for Settlement Purposes. The Parties hereby stipulate to certification
15 of the Class defined in paragraph 5 above for purposes of the Settlement only, *i.e.*, the "Settlement
16 Class". If, for any reason, the Settlement is not approved, the stipulation to certification will be void.
17 The Parties further agree that certification for purposes of the Settlement is not an admission that class
18 action certification is proper under the standards applied to contested certification motions and that this
19 Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a
20 class action should be certified or (ii) Atlas is liable to Plaintiff or any Class Member, other than
21 according to the Settlement's terms. Atlas contends that it has binding arbitration agreements with Class
22 Members and waives the right to arbitrate solely for the purposes of this Settlement.

23 37. Class Settlement Amount. Atlas shall pay the sum of Three Hundred Thousand Dollars
24 (\$300,000) in full settlement of the claims released herein. There will be no reversion of the Class
25 Settlement Amount to Atlas. The Class Settlement Amount has been agreed to by Plaintiff and Atlas
26 based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Atlas
27 be liable for more than the Class Settlement Amount, except that Atlas will be separately responsible for
28 any employer payroll taxes required by law. Payment of the Class Settlement Amount shall be through a

one-time deposit into a Qualified Settlement Account to be established by the Settlement Administrator. Atlas will pay the employer's share of payroll taxes on the wage portion of Individual Settlement Payments separately. After the Effective Date, the Class Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class Representative Enhancement Payment; (iv) payment of Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Atlas will deposit the Class Settlement Amount and the employer's share of payroll taxes, the amount of which shall be provided to Atlas by the Administrator, within ten (10) calendar days of the Effective Date.

38. Attorneys' Fees and Costs. Atlas agrees to take no position as to any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than one-third of the Class Settlement Amount, or One Hundred Thousand Dollars (\$100,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including filing fees, expert fees, investigations expenses, photocopying, etc.), not to exceed Ten Thousand Dollars (\$10,000). The amount of Attorneys' Fees and Costs shall be subject to Court approval and shall be paid from the Class Settlement Amount.

39. Class Representative Enhancement Payment. Atlas also agrees to take no position as to any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000), to Plaintiff. The amount of the Class Representative Enhancement Payment shall be subject to Court approval, will be paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment.

40. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which is currently estimated to be Ten Thousand Dollars (\$10,000.00). These costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and declarations.

41. PAGA Allocation and LWDA Payment. Subject to Court approval, the Parties agree to allocate the amount of Thirty Thousand Dollars (\$30,000) from the Class Settlement Amount to satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty Two Thousand and Five Hundred Dollars (\$22,500), of this PAGA allocation shall be the LWDA Payment paid to the LWDA, and Twenty-Five Percent (25%), or Seven Thousand and Five Hundred Dollars (\$7,500) (the "PAGA Payment"), will become part of the Net Settlement Amount to be distributed to Class Members who worked during the PAGA Covered Period (the "PAGA Members") on a pro rata basis based on the Workweeks worked by each one during the PAGA Covered Period. PAGA Members shall not be able to opt-out from or object to the PAGA Payment or PAGA component of the settlement.

42. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by Atlas.

43. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based pro rata on the number of Workweeks a Class Member worked during the Class Release Period as a percentage of all Class Members' Workweeks during the Class Release Period. Specific calculations of Individual Settlement Payments will be made as follows:

43(a) Atlas will calculate the total number of Workweeks worked by each Class Member during the Class Release Period and the aggregate total number of Workweeks worked by all Class Members during the Class Release Period.

43(b) To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks during the Class Release Period by the Workweek Value.

1 43(c) The Individual Settlement Payment will be reduced by any required
2 deductions for each Participating Class Member as specifically set forth
3 herein, including employee-side tax withholdings or deductions.

4 43(d) The entire Net Settlement Amount will be disbursed to all Class Members
5 who do not submit timely and valid Requests for Exclusion. If there are any
6 valid and timely Requests for Exclusion, the Settlement Administrator shall
7 proportionately increase the Individual Settlement Payment for each
8 Participating Class Member according to the number of Workweeks
9 worked, so that the amount actually distributed to the Settlement Class
10 equals 100% of the Net Settlement Amount.

11 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
12 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
13 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
14 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
15 plans, master retirement plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
16 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
17 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
18 plans.

19 45. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
20 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
21 entering into this Settlement, Atlas does not admit, and specifically denies, that it has violated any
22 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
23 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
24 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
25 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
26 of the negotiations connected with it, will be construed as an admission or concession by Atlas of any
27 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
28 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be

1 offered or received as evidence in any action or proceeding to establish any liability or admission on the
2 part of Atlas or to establish the existence of any condition constituting a violation of, or a non-
3 compliance with, federal, state, local or other applicable law. Atlas reserves the right to contest any issues
4 relating to class certification and liability if the Settlement is not approved.

5 **TAX MATTERS**

6 46. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments
7 will be allocated as follows: (i) Fifty Percent (50%) of each Individual Settlement Payment will be
8 allocated as wages and subject to legally required employee tax withholdings, for which IRS Forms W-2
9 will be issued; and (ii) Fifty Percent (50%) will be allocated as penalties and interest and not subject to
10 deductions or withholdings, for which IRS Forms 1099-MISC will be issued. PAGA Payments to
11 PAGA Members will be allocated 100 Percent (100%) as penalties, for which IRS Forms 1099-MISC
12 will be issued. Payments of all amounts will be made subject to backup withholdings unless a duly
13 executed W-4 form is received from the payee(s). The employees' share of payroll tax withholdings
14 shall be withheld from each person's Individual Settlement Payment.

15 47. Administration of Taxes by the Settlement Administrator. The Settlement
16 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel any W-2,
17 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
18 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
19 appropriate government authorities.

20 48. No Tax Advice. Atlas makes no representation as to the tax treatment or legal effect of
21 any payments called for by this Settlement, and Class Counsel, Plaintiff and Class Members are not
22 relying on any statement, representation, or calculation by Atlas or by the Settlement Administrator in
23 this regard.

24 49. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
25 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
26 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
27 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
28 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR

1 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
2 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
3 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
4 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
5 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
6 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
7 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
8 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
9 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
10 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
12 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
13 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
14 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
15 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
16 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
17 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

18 50. Tax Liability. Any tax obligation arising from any payment provided under this
19 Settlement will be the sole responsibility of each person or entity receiving such payment(s).
20 Specifically, taxes on the Class Representative Enhancement Payment shall be solely the responsibility
21 of the Plaintiff; taxes on awards to Class Counsel for fees and costs shall be solely Class Counsel's
22 responsibility; and each Class Member is responsible to pay his or her portion of the taxes due upon any
23 Individual Settlement Payment he or she receives under this Settlement Agreement.

24 51. Indemnification. Should any taxing authority or agency determine that any Class
25 Member owes additional personal income taxes and/or employee contributions on any portion of his or
26 her Individual Settlement Payment based on a challenge to the allocation of wage and non-wage portions
27 set forth above, such Class Member shall be solely responsible for the payment of his or her personal
28 income taxes and/or employee contributions. Accordingly, if any taxing authority or agency seeks such

amounts from Atlas based on a challenge to such allocation of wage and non-wage portions, the Class Member shall reimburse Atlas for any of his or her personal income taxes and/or employee contributions, as well as any associated interest and/or penalties, that Atlas was required to make to any such taxing authority or agency.

CLASS NOTICE AND RESPONSE PROCEDURES

52. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

53. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Atlas will provide the Class List to the Settlement Administrator.

54. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Atlas, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

55. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

56. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective

Class Member worked for Atlas during the Class Release Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Release Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

57. Procedure to Dispute Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will decide the dispute. Atlas' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

58. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

59. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator on or before the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

60. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member

1 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
2 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
3 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
4 Settlement. PAGA Members cannot request exclusion from the PAGA component of the settlement and
5 will still receive their pro rata portion of the PAGA Payment.

6 61. Objection Procedures. To object to the Settlement Agreement, a Class Member must
7 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
8 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
9 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
10 determining that the Notice of Objection is timely. Class Members need not include legal arguments for
11 their objections to be considered. If an objector also wishes to appear at the Final Approval Hearing, in
12 person or through an attorney, he or she need not file a notice of intention to appear at the same time as
13 the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to
14 appear at the Final Approval hearing. At no time will any of the Parties or their counsel seek to solicit or
15 otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal
16 from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any
17 such objections to this Settlement.

18 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Atlas' counsel and Class Counsel a weekly report that certifies the
20 number of Class Members who have submitted valid Requests for Exclusion, the number of objections
21 to the Settlement (and copies of any such objections), and whether any Class Member has submitted a
22 dispute to any information contained in their Notice Packet. Additionally, the Settlement Administrator
23 will provide to counsel for both Parties any updated reports regarding the administration of the
24 Settlement Agreement as needed or requested.

25 63. Defendant's Option to Terminate and Escalator Provision. If more than five percent
26 (5%) of the Class Members submit a Request for Exclusion, Defendant, at its sole option, may withdraw
27 from the Settlement and this Agreement is null and void. In the event that the class size increases by 10%
28 or more Class Members (i.e., 162 or more total Class Members), then the Class Settlement Amount shall

1 be increased proportionally for each Class Member over 162.

2 **PAYMENTS TO CLASS**

3 64. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
4 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Class Members; (ii)
5 the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel. The Settlement
6 Administrator will also issue a payment to itself for Court-approved services performed in connection
7 with the Settlement.

8 65. QSF: The Parties agree that the QSF is intended to be a “Qualified Settlement Fund”
9 under Section 468B of the Internal Revenue Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. §
10 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and
11 Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on
12 the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be
13 attached to the appropriate returns as required by law.

14 66. Un-cashed Settlement Checks. Participating Class Members and PAGA Covered
15 Employees must cash or deposit their Individual Settlement Payment within one hundred eighty (180)
16 calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within
17 ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard
18 indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will
19 expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any
20 checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the
21 reminder notice, the Settlement Administrator will provide any funds remaining in the QSF as a result of
22 uncashed checks to the California State Controller in accordance with California Unclaimed Property
23 Law, including the administration of related tax reimbursements; and for such other tasks as the Parties
24 mutually agree.

25 67. Certification of Completion. Within ten (10) calendar days after the disbursement of all
26 funds, the Settlement Administrator will provide a written declaration under oath to certify the
27 disbursement of all funds and completion of the administration to the Court and counsel for all Parties.

28 68. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
3 action or right herein released and discharged.

4 69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
5 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
6 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
7 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
8 likewise be treated as void from the beginning.

9 SETTLEMENT APPROVAL PROCESS

10 70. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
11 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
12 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
13 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness
14 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
15 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
16 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
17 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible
18 for drafting all documents necessary to obtain preliminary approval and shall provide a draft of the
19 preliminary approval motion to Atlas' counsel for their input at least seven (7) calendar days prior to
20 filing with the Court.

21 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
23 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
24 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
25 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor
26 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
27 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
28 Counsel will be responsible for drafting all documents necessary to obtain final approval and shall

1 provide a draft of the final approval motion to Atlas' counsel for their input at least seven (7) calendar
2 days prior to filing with the court. Class Counsel will also be responsible for drafting the attorneys' fees
3 and costs application to be heard at the final approval hearing.

4 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
5 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
6 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
7 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
8 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
9 as set forth in this Settlement Agreement.

10 **RELEASES UPON EFFECTIVE DATE**

11 73. Releases by Participating Class Members. As of the Effective Date, and upon Atlas
12 depositing the Class Settlement Amount with the Settlement Administrator, and except as to such rights
13 or claims as may be created by this Settlement Agreement, each Participating Class Member, together
14 and individually, on their behalf and on behalf of their respective spouses, heirs, executors,
15 administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged
16 all of the Released Parties, or any of them, from each of the Released Claims arising during the Class
17 Release Period.

18 74. PAGA Release. As of the Effective Date, and upon Atlas fully funding Class Settlement
19 Amount, all PAGA Covered Employees and the State of California shall be deemed to have fully,
20 finally, and forever released, relinquished and will release all claims for civil penalties pursuant to PAGA
21 for the Released Claims during the PAGA Period.

22 75. Release by Plaintiff. As of the Effective Date, upon Atlas depositing the Class
23 Settlement Amount with the Settlement Administrator, and in exchange for the Class Representative
24 Enhancement Payment to Plaintiff in the amount of \$10,000 in recognition of her work and effort in
25 obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this
26 matter had not successfully resolved, Plaintiff hereby provides a general release of claims for herself and
27 her spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released
28 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,

controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date of the Court grants Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to her employment with Atlas or the remuneration for, or termination of, such employment. Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code which provides as follows:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of claims, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all Claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution of this Agreement, and that the settlement agreed upon contemplates the extinguishment of any such Claims.

MISCELLANEOUS PROVISIONS

76. Confidentiality. Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by Atlas' name, through a press release, posting on counsels' website, in social media or by any other public means, other than court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with her spouse, attorneys or tax advisors; (ii) Plaintiff from discussing the settlement with other putative class members after the Settlement has been preliminarily approved by the Court; or (iii) Plaintiff's counsel from communicating with putative class members in this case or with the Court in which the Action is pending.

77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may

1 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
2 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

3 78. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
4 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
5 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6 79. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
7 entirety of the Parties' settlement terms as to the Released Claims. No other prior or contemporaneous
8 written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
9 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which
10 provide that a written agreement is to be construed according to its terms and may not be varied or
11 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
12 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

13 80. Amendment or Modification. No amendment, change, or modification to this
14 Settlement Agreement will be valid unless in writing and signed, either by the Parties or by their counsel.

15 81. Interim State of Proceedings. The Parties agree to stay and hold all proceedings in the
16 Action in abeyance, except such proceedings necessary to implement and complete the Settlement,
17 pending the Final Approval hearing to be conducted by the Court.

18 82. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
19 they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement
20 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
21 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
22 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
23 use their best efforts to effectuate implementation of the Settlement. If the Parties are unable to reach
24 agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Court to resolve such disagreement.

27 83. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 84. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
2 will be governed by and interpreted according to the laws of the State of California.

3 85. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
6 copies of the signature page, will be deemed to be one and the same instrument.

7 86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
9 Settlement after arm's-length negotiations and in the context of adversarial threatened litigation, taking
10 into account all relevant factors, present and potential. The Parties further acknowledge that they are
11 each represented by competent counsel and that they have had an opportunity to consult with their
12 counsel regarding the fairness and reasonableness of this Settlement.

13 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
14 Agreement invalid, the Parties direct the Court to first attempt to construe the provision as valid to the
15 fullest extent possible consistent with applicable precedents so as to define all provisions of this
16 Settlement Agreement valid and enforceable.

17 88. Waiver. No waiver of any condition or covenant contained in this Settlement
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
19 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
20 remedy.

21 89. Enforcement Actions. In the event that one or more of the Parties institutes any legal
22 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
23 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
24 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
25 expert witness fees incurred in connection with any enforcement actions.

26 90. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
28 more strictly against one party than another merely because it may have been prepared by counsel for

one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

92. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

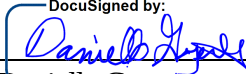
93. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

94. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

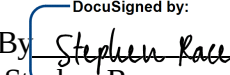
PLAINTIFF

Dated: 11/18/2021 | 3:46 PM PST

DocuSigned by:

 Danielle C. Gregory

ATLAS LIFT TECH, INC.

Dated: 12/14/2021

DocuSigned by:

 By Stephen Race
 Stephen Race E6474...
 EVP - Strategy

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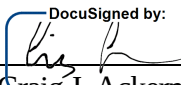
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APPROVED AS TO FORM:

**ACKERMANN & TILAJEF, PC
LAW OFFICES OF RAPHAEL A. KATRI**

Dated: 11/18/2021 | 3:21 PM PST

DocuSigned by:
By: 
Craig J. Ackermann
Raphael A. Katri
Attorneys for Plaintiff Danielle Gogerty

COOPER, WHITE & COOPER LLP

Dated: 12/15/2021

DocuSigned by:
By: 
Scott M. McLeod, Esq.
Attorneys for Defendant Atlas