

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MELISSA INCZE, an individual, on behalf
of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

RADIAL, INC., a Pennsylvania
Corporation; ADECCO USA, INC., a
Florida Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CIVDS2110228

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

1 IT IS HEREBY STIPULATED, by and between the parties in the civil action entitled
2 *Melissa Incze v. Radial, Inc., et al.*, and subject to the approval of the Court, that the Action (as
3 defined below) is hereby compromised and settled pursuant to the terms and conditions set forth
4 in this Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,”
5 “Settlement,” or “Stipulation”) and that the Court shall make and enter judgment, subject to the
6 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals,
7 and terms set forth herein which by this reference become an integral part of this Stipulation.

8 **DEFINITIONS**

9 1. “Action” shall mean and refer to, collectively, the Class Action and PAGA
10 Complaint, as defined below.

11 2. “Class Action and PAGA Complaint” means the putative class action entitled
12 *Melissa Incze v. Radial, Inc., et al.*, San Bernardino County Superior Court Case
13 No. CIVSB2110228, initially filed on or about April 13, 2021 as a PAGA-only action and, more
14 specifically, the operative First Amended Complaint asserting class claims and adding Adecco
15 USA, Inc. will be filed on or about January 27, 2023.

16 3. “Class Counsel” means Joshua S. Falakassa of Falakassa Law, P.C. and Mehrdad
17 Bokhour of Bokhour Law Group, P.C.

18 4. “Class Counsel Award” means the Court-approved attorneys’ fees for Class
19 Counsel’s litigation and resolution of the Action (not to exceed one-third [33.33%] of the Gross
20 Settlement Amount, or One Hundred Eighty-Six Thousand Six Hundred and Thirty-Five
21 Dollars and No Cents (\$186,635.00)), and the Court approved costs incurred by Class Counsel
22 in connection with this Action (in an amount anticipated not to exceed Fifteen Thousand Dollars
23 and No Cents (\$15,000.00)).

24 5. “Class Information” or “Class Lists” means information regarding Class
25 Members that Defendants shall in good faith compile from their records and shall be authorized
26 by the Court to transmit in a secured manner to the Settlement Administrator. Class
27 Information shall be transmitted in Microsoft Excel format and shall include each Class
28 Member’s: (i) full name; (ii) last known address; (iii) Social Security number; (iv) the dates of

1 employment and/or the number of Workweeks (as defined herein) worked for Defendants as a
2 Class Member; and (v) the number of Pay Periods (as defined herein) worked for Defendants as
3 a PAGA Member.

4 6. “Class Members” or “Settlement Class” means: All current and former non-
5 exempt employees of Defendants who work or worked for Defendants out of any of Radial’s
6 fulfillment centers in California during the Radial Class Period or Adecco Class Period.

7 7. “Class Period” refers to the “Radial Class Period” commencing on June 16, 2021
8 through July 31, 2022 and the “Adecco Class Period” commencing on April 13, 2020 through
9 July 31, 2022. Unless referred to separately and/or specifically, the Radial Class Period and
10 Adecco Class Period shall collectively be referenced herein as the Class Period.

11 8. “Class Representative Service Award” means the Court-approved amount to be
12 paid to Plaintiff in an amount of up to Ten Thousand Dollars and No Cents (\$10,000.00), in
13 addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and risks
14 in prosecuting the Action.

15 9. “Court” shall mean the San Bernardino County Superior Court.

16 10. “Defendants” means Defendants Radial, Inc. (“Radial”) and Adecco USA, Inc.
17 (“Adecco”).

18 11. “Defense Counsel” means, as to Radial, Alaya B. Meyers and Ian G. Robertson
19 of Littler Mendelson P.C. and, as to Adecco, Mollie Burks of Gordon & Rees.

20 12. “Effective Date” means the date on which the Final Award becomes final. For
21 purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion
22 for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time
23 for the filing or noticing of any appeal from, or other challenge to, the Order Granting Final
24 Approval (this time period shall not be less than 60 calendar days after the Court’s Order is
25 entered); (ii) the date of affirmance of an appeal of the Order Granting Final Approval becomes
26 final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the
27 Order Granting Final Approval or the final dismissal of any proceeding on review of any court of
28 appeal decision relating to the Order Granting Final Approval. If there are no objector(s) or

1 intervenor(s), then the Parties agree that there is no right to appeal and therefore this Settlement
2 shall be deemed final and the Effective Date shall be ten (10) days after the Court has entered a
3 Final Approval Order and Judgment which approves the Settlement; provided, however, in the
4 event an appeal is filed, Plaintiff will file the appropriate motion to dismiss and if such appeal is
5 filed before the settlement payments are mailed, such mailing shall be stayed until the appeal has
6 been dismissed. It is the intention of the Parties that the Settlement shall not become effective
7 until the Court's Final Order approving the Settlement has become completely final, and no
8 timely recourse remains for an appellant or objector to contest the Settlement.

9 13. "Employer's Share of Payroll Taxes" means Defendants' respective portions of
10 payroll taxes, including, but not limited to FICA and FUTA, on the portion of each Individual
11 Settlement Awards that is designated as wages.

12 14. "Final Approval Hearing" means the hearing to be conducted by the Court after
13 preliminary approval of the Settlement and following appropriate notice to Class Members
14 giving Class Members an opportunity to request exclusion from the Settlement Classes and
15 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
16 finally approve the Settlement, enter the Final Order and Judgment, and take other appropriate
17 action.

18 15. "Final Order and Judgment" means the order and judgment to be entered by the
19 Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding
20 upon the Parties and Participating Class Members. A proposed Final Order and Judgment shall be
21 mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's
22 Motion for Final Approval of the Settlement.

23 16. "Final Report" means the report to be prepared by the Settlement Administrator
24 (after the expiration of the 180-day period in which Participating Class Members must
25 cash/deposit their Individual Settlement Award payment checks) regarding the distribution of
26 the Gross Settlement Amount, including the total amount that was cashed/deposited by
27 Participating Class Members and the total amount of any unpaid residue or unclaimed or
28 abandoned funds pursuant to California Code of Civil Procedure section 384.

1 17. “Gross Settlement Amount” or “GSA” means the total amount Defendants shall
2 have to pay in connection with this Settlement, by way of a common fund, which shall be
3 inclusive of all Individual Settlement Awards to Participating Class Members, the Class
4 Counsel Award, the Class Representative Service Award, PAGA Payment, and Settlement
5 Administration Costs. Subject to Court approval and the terms of this Stipulation of Settlement,
6 the GSA shall be Five Hundred Fifty-Nine Thousand Nine Hundred and Five Dollars and No
7 Cents (\$559,905.00). The Gross Settlement Amount does not include Defendants’ respective
8 shares of payroll taxes for the Individual Settlement Award payments, which shall be paid
9 separately from, and in addition to, the GSA.

10 18. “Individual PAGA Payment” means the amount payable from the PAGA
11 Payment to each PAGA Member.

12 19. “Individual Settlement Award” means the amount payable from the Net
13 Settlement Amount to each Participating Class Member.

14 20. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
15 the Class Counsel Award, Class Representative Service Award, PAGA Payment, and
16 Settlement Administration Costs.

17 21. “Notice of Objection” means a Class Member’s valid and timely submission of a
18 written objection to the Settlement. An objection should include: (a) the objector’s full name,
19 signature, address, telephone number, and the last four digits of his/her Social Security number,
20 (b) a written statement of all grounds for the objection accompanied by any legal support for such
21 objection, and (c) copies of any papers, briefs, or other documents upon which the objection is
22 based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or
23 otherwise encourage or discourage Class Members from submitting a Notice of Objection or
24 filing an appeal from the Final Order and Judgment. Non-Participating Class Members (*i.e.*,
25 Class Members who submit valid Requests for Exclusion) may not submit an Objection to the
26 Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the
27 Objection shall be ignored and the Request for Exclusion will be deemed controlling.
28

22. “PAGA Members” or “PAGA Class” means: All current and former non-exempt employees of Defendants who work or worked for Defendants out of any of Radial’s fulfillment centers in California during the PAGA Period.

23. “PAGA Notice” means the April 15, 2020 letter that Class Counsel sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff’s administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§2698, *et seq.*, as supplemented by the amended PAGA Notice that Class Counsel sent to the LWDA on or about May 23, 2022 and November 23, 2022 (the “Amended PAGA Notice”).

24. “PAGA Payment” means the amount of Thirty Thousand Dollars and No Cents (\$30,000.00), subject to Court approval, to be paid from the Gross Settlement Amount for satisfaction of Plaintiff’s and Class Members’ claims under the California Private Attorneys’ General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Pursuant to the PAGA, seventy five percent (75%) of the PAGA Payment, or Twenty-Two Thousand Five Hundred Dollars and No Cents (\$22,500.00), will be paid to the LWDA and twenty five percent (25%), or Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), will be distributed as the Individual PAGA Payments to Class Members.

25. “PAGA Period” shall have two different meanings, as follows. The “Radial PAGA Period” shall be June 16, 2021 through July 31, 2022. The “Adecco PAGA Period” shall be April 13, 2020 through July 31, 2022. Unless referred to separately and/or specifically, the Radial PAGA Period and Adecco PAGA Period shall collectively be referenced herein as the PAGA Period.

26. “PAGA Release” or “PAGA Released Claims” means the release by all PAGA Members for all claims for PAGA that arise out of or relate to California Labor Code sections 201-204, 210, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804 as pled in the Second Amended PAGA Notice and Class Action and PAGA Complaint, during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal.

1 4th 969 (2009), Class Members employed by Defendants who exclude themselves from this
2 Settlement shall still receive an Individual PAGA Payment directly from the Settlement
3 Administrator for the amount of each such individual's estimated share of the PAGA Payment
4 as calculated by the Settlement Administrator, and shall not be able to object to or exclude
5 themselves from releasing the PAGA Released Claims against Defendants (*i.e.*, Participating
6 PAGA Members, as defined below).

7 27. "Participating Class Members" means Plaintiff and all other Class Members who
8 do not submit a valid and timely Request for Exclusion.

9 28. "Participating PAGA Members" means all Class Members who submit a valid
10 and timely Request for Exclusion but are nevertheless bound by the PAGA Release.

11 29. "Parties" means Plaintiff and Defendants.

12 30. "Pay Periods" means the number of pay periods worked by each Class Member
13 for Defendants as a non-exempt employee during the PAGA Period. For purposes of payment,
14 a Pay Period shall be defined as any pay period in which the PAGA Member worked at least
15 one shift. To the extent Defendants do not have information about pay periods worked readily
16 available due to gaps in its electronic or paper time records, Defendants shall use their best
17 available information, including extrapolations where necessary, to compute actual Pay
18 Periods, and provide that information to the Settlement Administrator.

19 31. "Plaintiff" means Plaintiff Melissa Incze.

20 32. "Preliminary Approval Order" means the order to be issued by the Court
21 approving and authorizing the mailing of the Settlement Notice by the Settlement
22 Administrator, setting the date of the Final Approval Hearing and granting preliminary approval
23 of the Settlement set forth in this Stipulation of Settlement, among other things. A proposed
24 Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the
25 Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

26 33. "Released Claims" includes all claims under state or local law, whether statutory,
27 common law, or administrative law, whether in law or equity, for all claims other than the
28 PAGA Released Claims that were pled in the Class Action and PAGA Complaint, based on or

1 arising out of the factual allegations therein, during the Class Period, including: (a) all claims
2 for failure to pay minimum wages under Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1, and
3 1198; (b) all claims for failure to pay overtime wages under Cal. Labor Code §§ 204, 510, 1194,
4 and 1199; (c) all claims for failure to provide required rest breaks under Cal. Labor Code §§
5 226.7 and 512 and the applicable IWC Wage Orders; (d) all claims for failure to provide
6 required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage
7 Order; (e) all claims for failure to maintain accurate employment records under Cal. Labor Code
8 §§ 1174 and 1174.5; (f) failure to timely pay wages during employment under Cal. Labor Code
9 §§ 204, 210(a), and 216; (g) failure to pay all wages earned and unpaid at separation under Cal.
10 Labor Code §§ 201-203; (h) failure to indemnify all necessary business expenditures under Cal.
11 Labor Code §§ 2802 and 2804; (i) failure to furnish accurate itemized wage statements under
12 Cal. Labor Code §§ 226; (j) violation of California's Unfair Competition Law, Cal. Bus. &
13 Professions Code §§ 17200, *et seq.*; (k) liquidated damages; (l) interest; (m) attorneys' fees; and
14 (n) attorneys' costs.

15 34. "Released Parties" means Defendants and their respective present and former
16 parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their
17 respective officers, directors, partners, shareholders, attorneys and agents and any other
18 successors, assigns, or legal representatives.

19 35. "Request for Exclusion" means a written statement submitted by a Class Member
20 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in
21 writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone
22 number, and the last four digits of the Social Security number of the Class Member requesting
23 exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement;
24 (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address
25 and/or facsimile number; and (v) be e-mailed, faxed, or postmarked on or before the Response
26 Deadline. The date of the e-mail, fax, or postmark on the return mailing envelope will be the
27 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
28 Class Member who does not request exclusion from the Settlement will be deemed a Participating

1 Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final
2 approval by the Court. Any Class Member who validly requests to be excluded from the
3 Settlement will no longer be a member of the Settlement Class and will not have any right to
4 object, appeal, or comment on the Settlement, but will remain as Participating PAGA Member(s)
5 and will receive an Individual PAGA Payment for the PAGA Released Claims. No later than
6 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide
7 Class Counsel and Defense Counsel with a complete list of all Class Members who submitted a
8 timely and valid Request for Exclusion.

9 36. "Response Deadline" means the deadline by which Class Members must e-mail,
10 fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection or
11 workweek dispute. The Response Deadline will be forty-five (45) calendar days from the initial
12 mailing of the Settlement Notices by the Settlement Administrator unless the 45th day falls on a
13 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
14 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
15 express agreement between Class Counsel and Defense Counsel. Under no circumstances,
16 however, will the Administrator have the unilateral authority to extend the deadline for Class
17 Members to submit a Request for Exclusion, objection or Workweek Dispute to the settlement.

18 37. "Second Amended PAGA Notice" means the Notice that Class Counsel sent to
19 the LWDA on or about November 23, 2022, that includes all claims asserted in the Class Action
20 and PAGA Complaint that were not included in the PAGA Notice or Amended PAGA Notice.

21 38. "Settlement" means the final and complete disposition of the Action pursuant to
22 this Stipulation of Settlement.

23 39. "Settlement Administrator" or "Administrator" means CPT Group, the third-party
24 settlement administrator agreed to by the Parties, to be approved by the Court, for purposes of
25 administering this settlement. The Parties each represent that they will not have any financial
26 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
27 Administrator that could create a conflict of interest.

28 40. "Settlement Administration Costs" means the reasonable costs and fees of

administering the Settlement to be paid from the Gross Settlement Amount, not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00), including, but not limited to: (i) maintaining a website with information about the Settlement and relevant documents (including, but not limited to, the Settlement Agreement, the operative complaints in the Action, and the Court's Preliminary Approval Order); (ii) printing, mailing and re-mailing (if necessary) of Settlement Notices to Class Members; (iii) preparing and submitting to Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Award, and the Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; and (viii) transmitting uncashed Individual Settlement Award payments to the designated *cy pres* beneficiary pursuant to Cal. Labor Code § 384.

41. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Class definitions; (iv) the total number of Workweeks the respective Class Member worked for Defendants (according to Defendants' best available records, and as further set forth in the definition of "Workweeks" herein); (v) the Class Member's estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi) the dates which comprise the Class Periods; (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the Action.

42. "Workweeks" means the number of Workweeks worked by each Class Member for Defendants as a non-exempt employee during the Class Period. For purposes of payment, a

1 Workweek shall be defined as any workweek in which the Class Member worked at least one
2 shift. To the extent Defendants do not have information about weeks worked readily available
3 due to gaps in their electronic or paper time records, Defendants shall use their best available
4 information, including extrapolations where necessary, to compute actual Workweeks, and
5 provide that information to the Settlement Administrator.

6 43. "Workweek Dispute" means a written statement that a Class Member disputes
7 the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such
8 Workweek Dispute must be e-mailed, faxed or mailed to the Settlement Administrator by the
9 Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the
10 exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid
11 Workweek Dispute must be in writing and should contain: (i) the Class Member's full name,
12 signature, address, telephone number, and the last four digits of his/her Social Security number;
13 (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence
14 supporting his/her contention. The dates of employment identified for each Class Member in the
15 applicable Class Lists and the number of Workweeks for each Class Member as defined herein will
16 be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
17 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
18 Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as
19 appropriate. If the Workweek Dispute cannot be resolved by the Settlement Administrator, then it
20 shall be resolved by the Court.

21 44. "Workweek Value" means the value of each compensable Workweek, as
22 determined by the formula set forth herein.

23 **RECITALS**

24 45. Procedural History.

25 a. On April 13, 2021, Plaintiff filed a PAGA-only lawsuit in the Superior
26 Court for the State of California, County of San Bernardino.

27 b. On April 15, 2021, Plaintiff submitted the PAGA Notice to the LWDA
28 for the purpose of complying with California Labor Code § 2699.3's notice requirement.

1 c. On May 19, 2022, the Parties participated in a full-day mediation with
2 Eve Wagner, Esq. The Parties did not resolve the case.

3 d. On May 23, 2022, following the Parties' mediation but before any
4 settlement had been reached, Plaintiff submitted the Amended PAGA Notice.

5 e. On June 13, 2022, after subsequent discussions between the Parties, Ms.
6 Wagner issued a mediator's proposal that was accepted on July 29, 2022, which resulted in a
7 short-form Memorandum of Understanding ("MOU") executed on or about September 30,
8 2022, and now confirmed in this long-form Stipulation of Settlement that supersedes and
9 replaces the MOU.

10 f. On November 23, 2022, Plaintiff submitted the Second Amended PAGA
11 Notice.

12 g. On January 27, 2023 Plaintiff will file the operative Class Action and
13 PAGA Complaint, adding Adecco as a named defendant, and asserting claims for: (1) failure to
14 pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide rest periods
15 and pay missed rest period premiums; (4) failure to provide meal periods and pay missed meal
16 period premiums; (5) failure to maintain accurate employment records; (6) failure to pay wages
17 timely during employment; (7) failure to pay all wages earned and unpaid at separation;
18 (8) failure to indemnify all necessary business expenditures; (9) failure to furnish accurate
19 itemized wage statements; (10) violations of California's Unfair Competition Law; and
20 (11) penalties pursuant to PAGA.

21 46. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
22 Counsel recognize the expense and length of continued proceedings necessary to litigate
23 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also
24 has taken into account the uncertainty and risks of the outcome of further litigation, and the
25 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
26 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
27 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
28 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class

Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and reasonable and is in the best interests of all Class Members.

47. Defendants' Reasons for Settlement. Defendants have concluded that further defense of the Action would be protracted and expensive. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Defendants contend they are not liable for any of the claims alleged by Plaintiff in the Action and deny any liability whatsoever. Defendants, nonetheless, have agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendants retain all rights to defend themselves in this matter and to take any actions in defense of itself that are available to them.

CLASS CERTIFICATION

48. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that:

- a. The Settlement Class is ascertainable and so numerous as to make it

1 impracticable to join all Class Members;

2 b. There are common questions of law and fact;

3 c. Plaintiff's claims are typical of the claims of the Class Members;

4 d. Plaintiff and Class Counsel will fairly and adequately protect the
5 interests of the Class Members;

6 e. The prosecution of separate actions by individual Class Members would
7 create the risk of inconsistent or varying adjudications, which would establish incompatible
8 standards of conduct; and

9 f. Questions of law and fact common to the Class Members predominate
10 over any questions affecting any individual Class Member, and a class action is superior to
11 other available means for the fair and efficient adjudication of the controversy.

12 49. Should this Settlement not be approved or be terminated, all stipulations set forth
13 in the immediately preceding Paragraph shall be null and void and shall not be admissible for
14 any purpose whatsoever.

15 **TERMS OF SETTLEMENT**

16 NOW THEREFORE, in consideration of the mutual covenants, promises, and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 50. Binding Settlement. This Settlement shall bind the Parties and all Participating
19 Class Members, Participating PAGA Members, and PAGA Members, subject to the terms and
20 conditions hereof and the Court's approval.

21 51. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments specified herein, and Participating Class Members, Participating PAGA
23 Members, and PAGA Members are not relying on any statement or representation by the Parties,
24 Class Counsel or Defense Counsel in this regard. Participating Class Members, Participating
25 PAGA Members, and PAGA Members, as well as Class Counsel, understand and agree that they
26 shall be solely and legally responsible for the payment of all applicable taxes and penalties
27 assessed on the payments specified herein.

28 52. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE

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

23 53. Preliminary Approval of Settlement. Class Counsel will reserve a date for a
24 hearing on Plaintiff's Motion for Preliminary Approval to take place at a time mutually agreed to
25 by the Parties so that the Parties may request provisional certification of the Settlement Classes for
26 settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to
27 work diligently and cooperatively to have this Settlement presented to the Court for preliminary
28 approval. Plaintiff shall provide Defense Counsel with a reasonable opportunity to review and

1 provide comments on the moving papers prior to Plaintiff submitting the Motion for Preliminary
2 Approval to the Court.

3 54. Release by All Participating Class Members. All Participating Class Members,
4 including Plaintiff, shall be deemed to have released their respective Released Claims against the
5 Released Parties upon the date on which the payment of the Gross Settlement Amount is made by
6 Defendants. Plaintiff and Class Members who do not Request Exclusion will be deemed to have
7 fully, finally and forever released, settled, compromised, relinquished, and discharged with
8 respect to all of the Released Parties for any and all Released Claims that accrued during the Class
9 Period. Each Participating Class Member (*i.e.*, each Class Member who has not submitted a valid
10 Request for Exclusion) fully releases and discharges the Released Parties as to all Released
11 Claims during the Class Period.

12 55. PAGA Release by Plaintiff, PAGA Members, and State of California. Plaintiff,
13 PAGA Members, and the State of California shall be deemed to have released their respective
14 PAGA Released Claims against the Released Parties upon the date on which the payment of the
15 Gross Settlement Amount is made by Defendants. It is understood that Class Members and
16 PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Release.
17 Further, all Class Members, Participating PAGA Members, and PAGA Members are bound by
18 the PAGA Release regardless of whether they cash and/or otherwise negotiate their Individual
19 PAGA Payment.

20 56. Additional Release and Waiver of Claims by Plaintiff. In addition to the release of
21 Released Claims and PAGA Released Claims against the Released Parties, as set forth above,
22 Plaintiff, in her individual capacity, agrees to release the Released Parties from any and all claims,
23 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common
24 law, or other source of law, arising as of the date of execution of this Agreement including but not
25 limited to claims arising from or related to her employment with Adecco and her compensation
26 while an employee of Adecco ("Plaintiff's Released Claims"). Plaintiff enters into this general
27 release of any and all claims against Defendants and the Released Parties. Plaintiff's Released
28 Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in

1 addition to or different from those that she now knows or believes to be true with respect to the
2 subject matter of Plaintiff's Released Claims, those claims will remain released and forever
3 barred. To effect a full and complete general release as described above, Plaintiff expressly
4 waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of
5 California, and does so understanding and acknowledging the significance and consequence of
6 specifically waiving section 1542. Section 1542 of the Civil Code of the State of California
7 states as follows:

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

14 Thus, notwithstanding the provisions of section 1542, and to implement a full and
15 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this
16 Stipulation of Settlement is intended to include in its effect, without limitation, all claims Plaintiff
17 does not know or suspect to exist in Plaintiff's favor at the time of signing this Stipulation of
18 Settlement, and that this Stipulation of Settlement contemplates the extinguishment of any such
19 claims. Plaintiff warrants that she has read this Stipulation of Settlement, including this waiver of
20 California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to
21 consult with counsel of Plaintiff's choosing about this Stipulation of Settlement and specifically
22 about the waiver of section 1542, and that Plaintiff understands this Stipulation of Settlement and
23 the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Stipulation of
24 Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or
25 in addition to those Plaintiff now know or believe to be true regarding the matters released or
26 described in this Stipulation of Settlement, and even so Plaintiff agrees that the releases and
27 agreements contained in this Stipulation of Settlement shall remain effective in all respects
28 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly

1 assumes any and all risk of any mistake in connection with the true facts involved in the matters,
2 disputes, or controversies released or described in this Stipulation of Settlement or with regard to
3 any facts now unknown to Plaintiff relating thereto.

4 57. Settlement Administration.

5 a. Within fourteen (14) calendar days of entry of the Preliminary Approval Order,
6 Defendants shall provide the Settlement Administrator with the Class List for purposes of
7 mailing the Settlement Notices to Class Members. The Settlement Administrator shall not be
8 permitted to share any Class Information included in the Class List with Plaintiff or Class
9 Counsel absent express approval by Defense Counsel.

10 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
11 Settlement Administrator shall perform a search based on the National Change of Address
12 Database maintained by the United States Postal Service to update and correct any known or
13 identifiable address changes. Within seven (7) calendar days after receiving the Class List from
14 Defendants as provided herein, the Settlement Administrator shall mail copies of the Settlement
15 Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall
16 exercise its best judgment to determine the current mailing address for each Class Member. The
17 address identified by the Settlement Administrator as the current mailing address shall be presumed
18 to be the most current mailing address for each Class Member. The Parties agree that this
19 procedure for notice provides the best notice practicable to Class Members and fully complies with
20 due process.

21 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the
22 Settlement Administrator as non-deliverable on or before the Response Deadline shall be
23 re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the
24 returned Settlement Notice by the Settlement Administrator. If no forwarding address is
25 provided, the Settlement Administrator shall attempt to determine a correct address by the use of
26 skip-tracing, or other type of automated search, using the name, address and/or Social Security
27 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
28 whose Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt

of the returned Settlement Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iii. Determination of Individual Settlement Awards and Individual PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of this Stipulation of Settlement, based on the Workweek and Pay Period information as provided by Defendants and defined above. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award and Individual PAGA Payment shall be binding upon the Class Members and the Parties; however, it is subject to Court review as appropriate.

iv. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement, in consultation with Class Counsel and Defense Counsel, shall be resolved by the Court.

b. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

c. Certification Reports Regarding Individual Settlement Award Calculations. The Settlement Administrator will provide Defense counsel and Class Counsel a weekly status report which reports: (i) the number of Class Members who have submitted valid Requests for Exclusion or objections; and (ii) whether any Class Member has submitted a challenge to any information contained in their Settlement Notice, including but not limited to the number of Class Members

1 from the Settlement Classes who have submitted a dispute of Workweeks. Additionally, the
2 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
3 the administration of the Settlement Agreement as needed or requested.

4 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
5 this Settlement.

6 58. Funding and Allocation of Gross Settlement Amount. The Gross Settlement
7 Amount and the employer share of payroll taxes shall be paid by Defendants in one lump sum
8 payment within thirty (30) calendar days after the Effective Date. Defendants shall provide the
9 Gross Settlement Amount to the Settlement Administrator in any feasible manner, including, but
10 not limited to, by way of a wire transfer. If this Settlement is not finally approved by the Court in
11 full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the
12 Effective Date does not occur, then no portion of the Gross Settlement Amount shall be paid.

13 a. Payments to the Class Members. Class Members shall not be required to
14 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
15 Gross Settlement Amount shall revert to Defendants or result in an unpaid residue. The
16 Settlement Administrator shall first compute the Net Settlement Amount by deducting from the
17 Gross Settlement Amount approved by the Court for the Class Counsel Award, Class
18 Representative Service Award, PAGA Payment, and Settlement Administration Costs. To the
19 extent the Court does not approve the full requested attorneys' fees, litigation costs,
20 enhancement payments or settlement administration costs, the Net Settlement Amount will
21 increase accordingly, by the difference between the requested amount and the amount awarded
22 by the Court.

23 i. Individual Settlement Award: From the Net Settlement Amount,
24 the Settlement Administrator will calculate each Individual Settlement Award by dividing the
25 Net Settlement Amount by the total number of Workweeks, resulting in the Workweek Value;
26 and then multiplying the Workweek Value by the number of Workweeks worked by each Class
27 Member, as defined above. As necessary, and to the extent not already provided by Defendants,
28 the Settlement Administrator will calculate the number of Workweeks worked by the Class

Members during the Class Period. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel and/or Defense Counsel, as appropriate, and subject to review by the Court as needed.

ii. Individual PAGA Payment: The Settlement Administrator will calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to Class Members by the total number of Pay Periods for all PAGA Members, resulting in the Pay Period Value; and then multiplying the Pay Period Value by the number of Pay Periods worked by each PAGA Member, as defined above. As necessary, and to the extent not already provided by Defendants, the Settlement Administrator will calculate the number of Pay Periods worked by the PAGA Members during the PAGA Period.

iii. Individual Settlement Award and Individual PAGA Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member, PAGA Member, and PAGA Participating Member's last known mailing address within ten (10) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Prior to mailing the Individual Settlement Awards and the Individual PAGA Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

iv. Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Award of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves the Class Representative Service Award in amounts less than those requested by Plaintiff, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (iv)

1 the Court approves Settlement Administration Costs in an amount less than that requested by
2 Plaintiff, as detailed herein.

3 v. Individual Settlement Award payments and Individual PAGA
4 Payments shall be made by check and shall be made payable to each Participating Class
5 Member as set forth in this Stipulation of Settlement.

6 vi. Individual Settlement Awards shall be allocated as follows:
7 twenty percent (20%) as alleged unpaid wages subject to all applicable tax withholdings; forty
8 percent (40%) as alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties.
9 The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member
10 for the portion of each Individual Settlement Award payment allocated as alleged unpaid wages
11 and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS
12 Form 1099 to each Participating Class Member, PAGA Member, and PAGA Participating
13 Member for the portion of each Individual Settlement Award and for the Individual PAGA
14 Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll
15 tax withholdings. The Settlement Administrator shall calculate the amount of the Employer's
16 Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax
17 payment to the appropriate taxing authorities in a timely manner. Defendants will be responsible
18 for paying their respective shares of the Payroll Taxes and this amount will not be deducted
19 from the GSA.

20 vii. After the expiration of the 180-day period to cash/deposit the
21 Individual Settlement Award checks, the Settlement Administrator will prepare the Final Report
22 regarding the distribution of the Gross Settlement Amount, including the total amount that was
23 cashed/deposited by Participating Class Members and the total amount of any uncashed
24 settlement checks pursuant to California Code of Civil Procedure section 384. After the Final
25 Report is filed, the total amount of any uncashed settlement checks will be transmitted to a *cy*
26 *pres* beneficiary, the Los Angeles Regional Food Bank.

27 viii. In the event a Participating Class Member, PAGA Member, or
28 PAGA Participating Member fails to cash/deposit his or her Individual Settlement Award check

1 and/or Individual PAGA Payment check, the Participating Class Member, PAGA Member, or
2 PAGA Participating Member shall nevertheless remain bound by the Settlement.

3 ix. All monies received by Class Members under the Settlement which
4 are attributable to wages shall constitute income to such Class Members solely in the year in which
5 such monies actually are received by the Class Members. It is expressly understood and agreed
6 that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional
7 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
8 other compensation or benefit plan or agreement in place during the periods covered by the
9 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
10 other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
11 Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole
12 payments to be made by Defendants to Class Members in connection with this Settlement, with the
13 exception of Plaintiff, and that the Class Members are not entitled to any new or additional
14 compensation or benefits as a result of having received the Individual Settlement Awards and/or
15 and Individual PAGA Payments. Furthermore, the receipt of Individual Settlement Awards and
16 Individual PAGA Payments by Class Members shall not, and does not, by itself establish any
17 general, special, or joint employment relationship between and among the Class Member(s) and
18 Defendants, or between Adecco and Radial.

19 b. Class Representative Service Award. For the purposes of this Settlement
20 only, the Parties agree to the designation of Plaintiff as the class representative. In recognition
21 of her time and effort in bringing and presenting the Action and for releasing her Released
22 Claims, Plaintiff shall request a Class Representative Service Award not to exceed Ten
23 Thousand Dollars and No Cents (\$10,000.00). Plaintiff's request for such Class Representative
24 Service Award shall be subject to approval from the Court. Defendants agree not to oppose or
25 object to Plaintiff's request for a Class Representative Service Award in an amount not to
26 exceed this amount. The Class Representative Service Award will be in addition to Plaintiff's
27 Individual Settlement Payment paid pursuant to the Settlement. The Settlement Administrator
28 shall issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff

shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards.

c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed one-third (33.33%) of the Gross Settlement Amount, which amounts to One Hundred Eighty-Six Thousand Six Hundred and Thirty-Five Dollars and No Cents (\$186,635.00). In addition, Class Counsel shall also be entitled to request an award of costs associated with Class Counsel's prosecution of the Action not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00). Class Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. Defendants agree not to oppose or object to Class Counsel's request for attorneys' fees or attorneys' costs. In the event the Court awards Class Counsel less than the requested amount of attorneys' fees and/or costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. Class Counsel shall provide the Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

59. Non-Monetary Relief. As part of the Settlement of the Action, and as additional, non-monetary consideration therefor, Defendants have agreed to undertake, with the assistance and direction of their counsel, a review of their wage and hour practices and policies, and to make any appropriate revisions of those practices and policies.

60. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00), shall be paid from the Gross Settlement Amount. Prior to Plaintiff filing a

1 Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the
2 Parties with a statement detailing the Settlement Administration Costs to date. The Parties
3 agree to cooperate in the Settlement Administration process and to make all reasonable efforts
4 to control and minimize Settlement Administration Costs.

5 i. The Parties each represent they do not have any financial interest
6 in the Settlement Administrator or otherwise have a relationship with the Settlement
7 Administrator that could create a conflict of interest.

8 ii. The Settlement Administrator shall keep the Parties timely
9 apprised of the performance of all Settlement Administrator responsibilities required by the
10 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
11 Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Gross Settlement
12 Amount shall be placed and from which payments required by the Settlement shall be made.

13 61. Payroll Taxes. In accordance with this Settlement and to the fullest extent
14 possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of
15 Defendants’ liability with respect to the Class Members and PAGA Members, except that
16 Defendants shall solely be responsible for the employer portion of the payroll taxes on the
17 portion of the Individual Settlement Awards that constitutes wages and these taxes shall be paid
18 by Defendants in addition to the GSA. Upon the transfer of the Gross Settlement Amount and
19 the employer portion of payroll taxes on the portion of the Individual Settlement Awards that
20 constitutes wages, Defendants shall have no further payment or defense obligation whatsoever
21 with respect to any claims covered by this Settlement made or asserted by any person or entity
22 anywhere in the world in connection with the Class Members.

23 62. Final Settlement Approval Hearing and Entry of Final Order and Judgment.
24 Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by
25 the Court for the Court to determine whether to grant final approval of the Settlement, including
26 determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class
27 Representative Service Award. Prior to the Final Approval Hearing, the Settlement Administrator
28 shall provide a written report or declaration to the Parties describing the process and results of the

administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval.

63. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, the Class Representative's Service Award payment, and the PAGA Payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Classes. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an Order as follows:

- a. Certifying the Settlement Classes for settlement purposes only;
- b. Approving, as to form and content, the proposed Settlement Notice;
- c. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- f. Setting a Final Approval Hearing.

64. Duties of the Parties Following Final Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;

1 c. Approving the Class Representative Service Award payment to
2 Plaintiff;

3 d. Setting a date when the Parties shall submit the Final Report regarding the
4 distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure
5 section 384, and, if necessary a date for a final accounting hearing following its receipt of the
6 Final Report;

7 e. Entering judgment in this Action barring and enjoining all members of the
8 Settlement Classes from prosecuting against any of the Released Parties, any individual or class,
9 or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction
10 of all payments and obligations hereunder.

11 65. Revocation of Settlement by Defendants. If more than five percent (5%) of Class
12 Members opt-out of the Settlement, then Defendants shall have the sole and absolute discretion
13 to rescind/void the Settlement Agreement within twenty (20) days after receiving from the
14 Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good
15 faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event
16 that Defendants elect to rescind/void the Settlement Agreement, they shall provide written
17 notice of such rescission to Class Counsel. Such rescission shall have the same effect as a
18 termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the
19 Settlement Agreement shall become null and void and have no further force or effect, and the
20 Settlement Classes certified pursuant to this Settlement Agreement will be decertified for all
21 purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
22 they shall be responsible to pay the Settlement Administrator's fees and costs incurred to that
23 point.

24 66. Escalator Clause. For purposes of this Settlement, Defendants estimated that
25 there were 10,076 bi-weekly Pay Periods for the Radial Class Period and 27,251 weekly Pay
26 Periods for the Adecco Class Period, respectively. Should the actual number of Pay Periods for
27 Radial and Adecco, collectively, exceed 41,060 Pay Periods by more than ten percent (10%),
28 then the GSA shall be increased on a *pro rata* basis by any increase after that trigger threshold

(i.e., an 11% increase in Pay Periods would result in a 1% increase in the GSA, and so forth). Because Adecco was not a party to the litigation at the time the Parties attended mediation or at the time this Settlement was reached, and because the calculation of Pay Periods relied in part on extrapolations of Adecco's Pay Period counts, Defendants reserve the right to modify the Adecco Class Period or withdraw from the settlement within thirty (30) days after the Settlement Administrator provides notice that the escalator clause has been triggered. If Defendants choose to withdraw from the Settlement under this provision, they shall provide written notice of such rescission to Class Counsel within that timeframe. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Settlement Classes certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision, they shall be responsible to pay the Settlement Administrator's fees and costs incurred to that point.

67. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties. Additionally, should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, and any Settlement Administration Costs already incurred by the Settlement Administrator shall be split evenly between the Parties, unless the Settlement is revoked pursuant to Paragraphs 65 or 66, herein. If Defendants elect to revoke the Settlement, as specified in Paragraphs 65 and 66, the Parties and any monies required to be paid

1 under this Settlement shall be returned to their respective statuses as of the date and time
2 immediately prior to the execution of this Stipulation of Settlement, and the Parties shall
3 proceed in all respects as if this Stipulation of Settlement had not been executed, except that any
4 Settlement Administration Costs already incurred by the Settlement Administrator shall be paid
5 to the Settlement Administrator by Defendants. In the event an appeal is filed from the Court's
6 Final Order and Judgment, or any other appellate review is sought, administration of the
7 Settlement shall be stayed pending final resolution of the appeal or other appellate review and
8 the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of
9 this settlement agreement are upheld.

10 68. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
11 Settlement Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon
12 signing this Settlement Agreement, she will not request to be excluded from this Settlement and
13 that any such request for exclusion by Plaintiff will be void and of no force or effect.

14 69. Waiver of Certain Appeals. Either party may appeal any Court order that
15 materially alters the Settlement Agreement's terms. Additionally, nothing in this Settlement
16 Agreement shall prevent Plaintiff from appealing a Court order denying or failing to grant their
17 requests for the Class Counsel Award or the Class Representative Service Award.

18 70. No Admission by Defendants. Defendants deny all claims alleged in this Action
19 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor
20 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
21 admission, and none shall be used against Defendants as an admission or indication with respect
22 to any claim of any fault, concession, or omission by Defendants or that class certification is
23 proper under the standard applied to contested certification motions. The Parties stipulate and
24 agree to the certification of the proposed classes for settlement purposes only. The Parties further
25 agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as
26 evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or
27 any Class Member, other than according to the terms of this Stipulation of Settlement.

28 71. Waiver. No waiver of any condition or covenant contained in this Settlement

1 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
2 considered to imply or constitute a further waiver by such party of the same or any other
3 condition, covenant, right or remedy.

4 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
5 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
6 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.
7 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
8 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
9 administration matters, and (iii) such post-Judgment matters as may be appropriate under court
10 rules or as set forth in this Agreement

11 73. Exhibits and Headings. The terms of this Stipulation of Settlement include the
12 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
13 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the
14 Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of
15 Settlement are inserted for convenience of reference only.

16 74. Amendment or Modification. This Stipulation of Settlement may be amended or
17 modified only by a written instrument signed by counsel for all Parties or their successors-in-
18 interest.

19 75. Entire Agreement. This Stipulation of Settlement and any attached Exhibits
20 constitute the entire agreement between the Parties, and no oral or written representations,
21 warranties, or inducements have been made to Plaintiff or Defendants concerning this
22 Stipulation of Settlement or its Exhibits other than the representations, warranties, and
23 covenants contained and memorialized in this Stipulation of Settlement and its Exhibits. No
24 other prior or contemporaneous written or oral agreements, including but not limited to the
25 MOU, may be deemed binding on the Parties.

26 76. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
27 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
28 to negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted

1 to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to
2 execute any other documents required to effectuate the terms of this Stipulation of Settlement.
3 The Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best
4 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
5 agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
7 Parties may seek the assistance of the Court to resolve such disagreement. The persons signing
8 this Stipulation of Settlement on behalf of the Defendants represent and warrant that they are
9 authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiff represents and
10 warrants that she is authorized to sign this Stipulation of Settlement and that she has not assigned
11 any claim, or part of a claim, covered by this Settlement of Settlement to a third party. The
12 Parties have cooperated in the drafting and preparation of this Stipulation of Settlement. Hence,
13 in any construction made of this Stipulation of Settlement, the same shall not be construed against
14 any of the Parties.

15 77. Confidentiality. The Parties and their counsel agree that they will not issue any
16 press releases, initiate any contact with the press, respond to any press inquiry, or have any
17 communication with the press about the fact, amount, or terms of the Settlement prior to the
18 mailing of the Notice Packet. In addition, the Parties and their counsel agree that they will not
19 engage in any advertising or distribute any marketing materials relating to the Settlement,
20 including but not limited to any postings on any websites maintained by Class Counsel.
21 Nothing set forth herein, however, shall prohibit the Parties from providing this Stipulation to
22 the Court in connection with the Parties' efforts to seek Court approval of this Settlement.

23 78. Binding on Successors and Assigns. This Stipulation of Settlement shall be
24 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

25 79. California Law Governs. All terms of this Stipulation of Settlement and the
26 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
27 California, without giving effect to any law that would cause the laws of any jurisdiction other
28 than the State of California to be applied.

1 80. Counterparts. This Stipulation of Settlement may be executed in one or more
2 counterparts. All executed counterparts and each of them shall be deemed to be one and the
3 same instrument.

4 81. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that this
5 Settlement is a fair, adequate, and reasonable settlement of the Action and she has arrived at this
6 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
7 present and potential.

8 82. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
9 Court shall retain jurisdiction with respect to the interpretation, implementation, and
10 enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered
11 in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the
12 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
13 Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in
14 connection therewith.

15 83. Invalidity of Any Provision. Before declaring any term or provision of this
16 Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the
17 terms or provisions valid to the fullest extent possible consistent with applicable precedents so
18 as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event
19 the Court declares any material provision of this Stipulation of Settlement invalid, the
20 Stipulation of Settlement will be void and its terms will be of no force and effect, except as
21 otherwise agreed to by the Parties in writing.

22 84. Continuing Validity of Arbitration Agreements. The Parties have agreed to settle
23 the Action in Court, including Released Claims, for the mutual benefit of the Parties and Class
24 Members. This Agreement, the settlement process (including, but not limited to, motions,
25 correspondence, communications, and filings) and proceedings and anything related to them
26 shall have no impact on any individual arbitration agreements between Defendants and any of
27 Defendants' employees, regardless of whether they are Class Members or PAGA Members.
28 The submission of Released Claims to the Court is solely for the purposes of settlement and

shall not be deemed as an invalidation, waiver, or avoidance of the arbitration agreements, and shall have no negative impact on their continued validity. By failing to request exclusion by serving a valid and timely Request for Exclusion, each Class Member will be deemed to have agreed to the provisions of this Paragraph.

85. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below.

Dated: 1/10/2023

DocuSigned by:
Melissa Incze
8B71B4F4E2E1446

Plaintiff Melissa Incze

RADIAL, INC.

Dated: _____

By: _____

Its: _____

ADECCO USA, INC.

Dated: _____

By: _____

Its: _____

APPROVED AS TO FORM ONLY

Dated: 1/10/2023

BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
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Mehrdad Bokhour
Attorneys for Plaintiff Melissa Incze

Dated: 1/10/2023

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff Melissa Incze

Dated:

LITTLER MENDELSON, P.C.

Alaya B. Meyers
Ian G. Robertson
Attorneys for Defendant Radial, Inc.

Dated:

GORDON & REES

Mollie Burks
Attorneys for Defendant Adecco USA, Inc.