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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN BERNARDINO**
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16 ALEJANDRO SALGADO, individually, and
17 on behalf of other members of the general
18 public similarly situated;

19 Plaintiff,

20 vs.

21 LIFETIME SOLUTIONS, INC., a California
22 corporation; and DOES 1 through 100,
23 inclusive,

24 Defendants.
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Case No.: CIVSB2117457

(Related to Case No.: CIVSB2117454)

*Assigned for All Purposes to: Hon. Jessica
Morgan, Dept. S26*

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

Complaint Filed: June 17, 2021
Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Alejandro Salgado, individually and on behalf of the Settlement Class, and Defendant Lifetime Solutions, Inc.

1. “Action” means the court action entitled “*Salgado v. Lifetime Solutions, Inc.*”, Case No. CIVSB2117457, pending before the San Bernardino County Superior Court.

3. “Class” or “Class Members” means all current and former hourly paid non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Three Hundred Fifteen Thousand Dollars (\$315,000.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

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(4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. “Class Period” means the period from June 17, 2017 and ending on either the date of preliminary approval of the settlement by the Court, or March 19, 2024 whichever date occurs earlier.

8. “Class Representative” means Plaintiff Alejandro Salgado in his capacity as representative of the Participating Class Members.

9. “Class Representative Incentive Payment” means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of San Bernardino.

11. “Defendant” means Lifetime Solutions, Inc.

12. “Effective Date” means the date that all of the following events have occurred: (i) the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff, Defendant, Class Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right

1 to pursue further remedies or relief. If the Court declines to approve the Settlement or the
2 Effective Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable
3 as if no settlement of any claim was ever reached. All negotiations, statements and proceedings
4 and data relating thereto shall be protected by California Evidence Code § 1152 and shall be
5 without prejudice to the rights of any of the Parties.

6 13. “Final Approval” means the Court entering an order granting final approval of
7 the Settlement Agreement.

8 14. “Gross Settlement Amount” means the sum of Nine Hundred Thousand Dollars
9 (\$900,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
10 Settlement Amount will return to Defendant, and includes all: (1) payments to the Class; (2)
11 Class Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration Costs; (5)
12 Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California
13 Labor and Workforce Development Agency (“LWDA”) and PAGA Members. The Gross
14 Settlement Amount is exclusive of employer share of any applicable payroll taxes, and any such
15 employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross
16 Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll
17 taxes shall be the maximum amount Defendant is required to pay under the Settlement.

18 15. “Individual Settlement Payment” means the amount payable from the Net
19 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
20 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
21 Payments shall be paid by a Settlement Check made payable to Participating Class Members
22 and/or PAGA Members.

23 16. “Net Settlement Amount” means the funds available for payments to the Class,
24 which shall be amount remaining after the following amounts are deducted from the Gross
25 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
26 Administration Costs; (4) Class Representative Incentive Payment to Plaintiff; and (5) the
27 PAGA Penalties to be paid to the LWDA and PAGA Members.

28 17. “Notice” means the Notice of Proposed Class Action Settlement in a form

substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known address, and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

18. "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employees' social security number or employee ID number; (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

19. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

20. "PAGA Members" means all current and former hourly paid non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the PAGA Period.

21. "PAGA Penalties" means the amount that the Parties have agreed to allocate in order to settle claims arising under the PAGA. The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the Class Action if the PAGA Penalties is approved by the Court.

22. "PAGA Period" means the period from April 12, 2020 and ending on either the date of preliminary approval of the settlement by the Court, or March 19, 2024, whichever date occurs earlier.

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

24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

1 25. “Pay Period” shall mean any pay period, in which a PAGA Member worked at
2 least one (1) day during the PAGA Period.

3 26. “Plaintiff” means Alejandro Salgado.

4 27. “Preliminary Approval” means the Court order granting preliminary approval of
5 the Settlement Agreement.

6 28. “Released Class Claims” means all claims, rights, demands, liabilities and causes
7 of action that are alleged, or reasonably could have been alleged based on the same or similar
8 facts and claims asserted in the operative Complaint in this Action including the following
9 claims:

10 a. (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii)
11 failure to provide meal periods or compensation in lieu thereof; (iii) failure to
12 provide rest periods or compensation in lieu thereof; (iv) failure to reimburse
13 necessary business expenses, including but not limited to work tools; (v) failure to
14 provide complete, accurate wage statements; (vi) failure to pay wages timely at time
15 of termination or resignation; (vii) failure to timely pay wages during employment;
16 (viii) failure to keep accurate and complete payroll records; and (ix) unfair business
17 practices that could have been premised on the claims, causes of action or legal
18 theories of relief described above or any of the claims, causes of action or legal
19 theories of relief pleaded in the operative Complaint; and

20 b. Any and all claims for injunctive relief, declaratory relief, restitution, fraudulent
21 business practices, punitive damages, civil penalties under state and Federal labor
22 codes, PAGA penalties, attorneys’ fees and costs, alleged or which could have been
23 alleged under the facts, allegations and/or claims pleaded in the complaints filed as
24 part of the operative Complaint (the First Amended Complaint);

25 This release shall apply to claims arising during the Class Period.

26 29. “Released PAGA Claims” means any and all PAGA claims that could have been
27 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the
28 same or similar factual allegations and claims in the operative Complaint (the First Amended

Complaint) in this Action or any PAGA notice submitted by Plaintiff to the LWDA for the PAGA Period.

30. “Released Parties” means Defendant Lifetime Solutions, Inc. and each of its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

31. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the class settlement. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the PAGA.

32. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

CIVSB2117457.

40. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the Effective Date, and no later than July 19, 2025. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

41. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 30,124 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 3,013 Workweeks), Defendant shall have the option to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%; for example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1% or (2) modify the end date of the Class Period to coincide with the date the Workweek count increases in excess of 10% of the 30,124 Workweeks agreed upon at mediation. Therefore, twenty (20) days before the hearing for motion for preliminary approval (or as agreed by the Parties), but no earlier than March 19, 2024, (sixty (60) days from the date of the execution of the Memorandum of Understanding ("MOU")), Defendant shall confirm, by providing necessary information to the Settlement Administrator, that the number of Workweeks did not increase by more than 10%.

42. Funding of the Gross Settlement Amount: By January 19, 2025, Defendant will deposit Fifty Percent (50%) of the Gross Settlement Amount into a Qualified Settlement Fund

1 (“QSF”) to be established by the Settlement Administrator. The remaining 50% of the Gross
2 Settlement Amount shall be paid no later than July 19, 2025. Defendant shall provide all
3 information necessary for the Settlement Administrator to calculate necessary payroll taxes
4 including its official name, 8-digit state unemployment insurance tax ID number, and other
5 information requested by the Settlement Administrator, no later than seven (7) calendar days of
6 the Effective Date. If the Court requires financial information from Defendant to support the
7 payment plan, Defendant agrees to either supply a declaration to the Court, and/or financial data
8 confidentially as the Court may request.

9 43. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
10 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
11 Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class
12 Representative Incentive Payment; (d) Class Counsel’s Fees and Costs; and (e) Settlement
13 Administration Costs.

14 44. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
15 motion by Class Counsel for attorneys’ fees of not more than Three Hundred and Fifteen
16 Thousand Dollars (\$315,000.00) plus the reimbursement of costs and expenses associated with
17 the litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand
18 Dollars (\$35,000.00), both of which will be paid from the Gross Settlement Amount. Any
19 portion of the requested fees or costs that are not awarded to the Class Counsel shall be
20 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
21 provided in this Agreement.

22 45. Class Representative Incentive Payment: Defendant agrees not to oppose or
23 object to any application or motion by Plaintiff for a Class Representative Incentive Payment of
24 Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative
25 Incentive Payment is in exchange for the General Release of the Plaintiff’s individual claims
26 and for her time, effort, and risk in bringing and prosecuting the Action. Any portion of the
27 requested Class Representative Incentive Payment that is not awarded to the Class
28 Representative shall be reallocated to the Net Settlement Amount and distributed to

Participating Class Members as provided in this Agreement.

46. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Twenty-Six Thousand Dollars (\$26,000.00).

47. PAGA Penalties: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. Twelve Thousand Five Hundred Dollars (\$12,500.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

48. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	900,000.00
Incentive Payment:	\$	7,500.00
Class Counsel's Fees:	\$	315,000.00
Class Counsel's Costs:	\$	35,000.00
PAGA Penalties	\$	50,000.00
Settlement Administration Costs:	\$	26,000.00
Estimated Net Settlement Amount	\$	466,500.00

49. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set

1 forth herein:

2 a) Calculation of Class Portion of Individual Settlement Payments: The
3 Settlement Administrator will calculate the total Workweeks for all Participating Class
4 Members by adding the number of Workweeks worked by each Participating Class Member
5 during the Class Period. The respective Workweeks for each Participating Class Member will
6 be divided by the total Workweeks for all Participating Class Members, resulting in the
7 Payment Ratio for each Participating Class Member. Each Participating Class Member's
8 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each
9 Settlement Class Member's estimated share of the Net Settlement Amount.

10 b) Calculation of PAGA Portion of Individual Settlement Payments: The
11 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding
12 the number of Pay Periods worked by each PAGA Member during the PAGA Period. The
13 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
14 PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA
15 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA
16 Penalties to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA
17 Members shall receive this portion of their Individual Settlement Payment regardless of whether
18 they opt out of the participation regarding the Class claims.

19 c) Allocation of Individual Settlement Payments: All Individual Settlement
20 Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement
21 Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and
22 Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement
23 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form
24 W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
25 Settlement Administrator.

26
27 50. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
28 Participating Class Members under this Settlement, as well as any other payments made

pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

51. Settlement 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. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate and/or verify Workweeks and Pay Periods;
- c) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Penalties each PAGA Member shall receive.
- d) Translate the Notice from English to Spanish.
- e) Print and mail the Notice in English and Spanish.
- f) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- g) Process Requests for Exclusion, field inquiries from Class Members.
- h) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- i) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.
- j) Provide weekly status reports to counsel for the Parties.
- k) Posting a notice of final judgment online at Settlement Administrator's

website.

52. Delivery of the Class List and Tax Rate Information: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement. Notwithstanding the foregoing, the Defendant shall not be obligated to provide any data that is not contained in its business records. Further, prior to voiding the Agreement, Plaintiff shall provide Defendant a five (5) day opportunity to cure any alleged default of this provision, and provide Defendant a good faith opportunity to comply with this provision.

53. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

54. Confirmation of Contact Information in the Class List: 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 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. 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. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to

postmark a Request for Exclusion, an Objection, or Workweek dispute to the Settlement.

55. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

56. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will be submitted to the Court.

57. 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 the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a

revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

58. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the Class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the PAGA. The Parties agree that there is no right for a PAGA Member to opt out of our object to the PAGA Settlement.

59. Defendant's Right to Rescind: If Ten Percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar days of the expiration of the opt-out period. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

60. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not

1 affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion
2 will be bound by all of its terms, including those pertaining to the Released Class Claims, as
3 well as any Judgment that may be entered by the Court if it grants final approval to the
4 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
5 or release. The names of Class Members who have opted-out of the settlement shall be
6 disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment
7 submitted to the Court.

8 61. Objection Procedures: To object to the Settlement, a Participating Class Member
9 must postmark a valid Objection to the Settlement Administrator on or before the Response
10 Deadline. The Objection must be signed by the Participating Class Member and contain all
11 information required by this Settlement Agreement including the employees full name, address,
12 telephone number, the last four digits of their social security number and/or Employee ID
13 number, the name of the case and case number, and the specific reason including any legal
14 grounds for the Participating Class Member's objection. The postmark date will be deemed the
15 exclusive means for determining that the Notice of Objection is timely. Participating Class
16 Members who fail to object in the manner specified above will be foreclosed from making a
17 written objection, but shall still have a right to appear at the Final Approval Hearing in order to
18 have their objections heard by the Court. At no time will any of the Parties or their counsel seek
19 to solicit or otherwise encourage Participating Class Members to submit written objections to
20 the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any
21 Class Members with respect to any objections to this Settlement.

22 62. Certification Reports Regarding Individual Settlement Payment Calculations:
23 The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly
24 report which certifies: (a) the number of Class Members who have submitted valid Requests for
25 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class
26 Member has submitted a challenge to any information contained in the Notice. Additionally, the
27 Settlement Administrator will provide to Counsel for both Parties any updated reports regarding
28 the administration of the Settlement Agreement as needed or requested.

1 63. Uncashed Settlement Checks: Any checks issued by the Settlement
2 Administrator to Participating Class Members and PAGA Members will be negotiable for at
3 least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA
4 Member does not cash his or her Settlement Check or PAGA payment check within one
5 hundred eighty (180) days, the uncashed funds, subject to Court approval, shall be distributed to
6 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
7 California Civil Code § 1500, *et. seq.* for the benefit of those Participating Class Members and
8 PAGA Members who did not cash their checks until such time that they claim their property.
9 The Parties agree that this disposition results in no “unpaid residue” under California Civil
10 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating
11 Class Members and PAGA Members, whether or not they all cash their Settlement Checks or
12 PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such
13 amounts. The Individual Settlement Payments provided to Participating Class Members and to
14 PAGA Members shall prominently state the expiration date or a statement that the Settlement
15 Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be
16 made in a letter accompanying the Individual Settlement Payment. Expired Individual
17 Settlement Payments will not be reissued, except for good cause and as mutually agreed by the
18 Parties in writing. The Parties agree no unclaimed funds will result from the Settlement.

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

24 65. Tax Liability: Defendant makes no representation as to the tax treatment or legal
25 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
26 not relying on any statement, representation, or calculation by Defendant or by the Settlement
27 Administrator in this regard. Plaintiff and Participating Class Members understand and agree
28 that they will be solely responsible for the payment of any taxes and penalties assessed on the

1 payments described herein. Defendant's share of any employer payroll taxes and other required
2 employer withholdings due on the Individual Settlement Payments, including, but not limited
3 to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
4 Settlement Amount.

5 66. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
6 section, the "acknowledging party" and each Party to this Agreement other than the
7 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
8 Agreement, and no written communication or disclosure between or among the Parties or their
9 attorneys and other advisers, is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
11 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
12 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
13 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
14 entered into this Agreement based upon the recommendation of any other Party or any attorney
15 or advisor to any other Party, and (c) is not entitled to rely upon any communication or
16 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
17 imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has
18 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
19 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
20 acknowledging party of the tax treatment or tax structure of any transaction, including any
21 transaction contemplated by this Agreement.

22 67. No Prior Assignments: The Parties and their Counsel represent, covenant, and
23 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
24 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
25 demand, action, cause of action or right herein released and discharged.

26 68. Release by Participating Class Members: Upon the complete funding of the
27 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant,
28 Participating Class Members shall fully and finally release and discharge the Released Parties

1 from the Released Class Claims that arose during the Class Period. This release shall be binding
2 on all Participating Class Members.

3 69. Release by the State of California and LWDA: As of the date on which
4 Defendant fully funds the Settlement, Plaintiff, the LWDA, and the State of California release
5 the Released Parties of and from the Released PAGA Claims that could have been asserted
6 under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the
7 operative Complaint. A copy of this Agreement will be provided to the LWDA concurrently
8 with submission of the Preliminary Approval Motion. Eligible PAGA Members will receive
9 their share of the employee portion of the PAGA Penalties and will be deemed to have released
10 any claims arising out of PAGA, regardless of whether they opt-out from the release of their
11 Class claims.

12 70. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the
13 Gross Settlement Amount, Plaintiff Salgado agrees—on behalf of himself only—to the
14 additional following General Release: In consideration of Defendant’s promises and agreements
15 as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released
16 Class Claims and Released PAGA Claims and any and all claims whatsoever Plaintiff may have
17 against Released Parties regarding Plaintiff’s employment and/or the termination of
18 employment including, but not limited to, any claims for wages, penalties, bonuses, business
19 related expenses, severance pay, vacation pay, employment benefits, stock options, violation of
20 any personnel policy, any claims based on discrimination, harassment, unlawful retaliation,
21 violation of public policy, or damages of any kind whatsoever, arising out of any common law
22 torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of
23 wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on
24 any Defendant’s right to terminate the employment relationship, or any federal, state, or other
25 governmental statute, executive order, regulation or ordinance, or common law, or any other
26 basis whatsoever, to the fullest extent provided by law. Plaintiff shall be deemed to have, and by
27 operation of the Judgment shall have, expressly waived and relinquished to the fullest extent
28 permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil

1 Code, or any other similar provision under federal or state law that purports to limit the scope of
2 a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of
3 California, which provides as follows:

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

10 Plaintiff understands that Section 1542 gives the right not to release existing claims of
11 which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been
12 so apprised, Plaintiff nevertheless voluntarily waives his rights described in Section 1542, and
13 elect to assume all risks for claims that now exist in his favor, known or unknown. This release
14 specifically excludes claims for unemployment insurance, disability, social security, and
15 workers compensation (with the exception of claims arising pursuant to California Labor Code
16 Sections 132(a) and 4553).

17 71. Neutral Employment Reference: In the event that any potential or future
18 employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff,
19 Defendant shall not refer to the Action or this Settlement. This provision applies only to
20 requests for employment reference directed to Defendant.

21 72. Nullification of Settlement Agreement: In the event that: (a) the Court does not
22 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
23 material term of this Settlement Agreement; or (c) the Settlement does not become final as
24 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
25 any documents generated to bring it into effect, will be null and void, all amounts deposited into
26 the QSF will be returned to Defendant, and the Parties shall be returned to their original
27 respective positions. Any order or judgment entered by the Court in furtherance of this
28 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail

1 to approve this Settlement for any reason, the Parties agree that they will return to and attend
2 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be
3 approved by the Court.

4 73. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
7 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for
8 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
9 the Notice to be sent to all Class Members as specified herein. In conjunction with the
10 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms
11 of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees
12 that it will not oppose Plaintiff's Motion for Preliminary Approval except to correct any
13 material misrepresentations or mischaracterizations in Plaintiff's Motion. Class Counsel further
14 agrees that it/she/he will provide all necessary notices to the LWDA of the settlement
15 concurrently with Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully
16 and completely approve the Agreement as to the Action will result in this Settlement Agreement
17 entered into by the Parties, and all obligations under this Settlement Agreement being nullified
18 and voided.

19 74. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of
20 the deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or
21 Workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness
22 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
23 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys'
24 Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement
25 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
26 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
27 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
28 of the Action which has the effect of modifying material terms of this Agreement or preventing

1 the full and complete approval of the Settlement Agreement as written and agreed to by the
2 Parties, will result in this Agreement and all obligations under this Agreement being null and
3 void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval except
4 to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

5 75. Court Approval: If the Court fails to approve this Settlement for any reason, the
6 Parties agree to attend mediation again in an effort and cooperate in good faith to reach a
7 settlement approved by the Court. However, if ultimately after submitting the settlement for
8 approval to the Court as set forth in the MOU and Settlement Agreement, any Court declines to
9 enter the preliminary approval order, the final approval order, or judgment in substantially the
10 form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become
11 final because of appellate court action, the terminating Party shall give to the other Party
12 (through its/her/their counsel) written notice of its decision to terminate no later than fourteen
13 (14) calendar days after receiving notice that one of the enumerated events has occurred.
14 Termination shall have the following effects:

- 15 a. The MOU and the Settlement Agreement shall be terminated and shall have no force
16 or effect, and no Party shall be bound by any of its terms.
- 17 b. In the event the Settlement Agreement is terminated, Defendant shall have no
18 obligation to make any payments to any party, Class Member, the State of
19 California, PAGA Member or attorney. To the extent Defendant has paid any of the
20 Gross Settlement Amount pursuant to this Agreement, it shall be immediately
21 refunded to Defendant.
- 22 c. The preliminary approval order, final approval order and judgment shall be vacated.
- 23 d. The Stipulation of Settlement and all negotiations, statements and proceedings
24 relating thereto shall be without prejudice to the rights of any of the Parties, all of
25 whom shall be restored to their respective positions prior to the Settlement.
- 26 e. Except as otherwise discoverable, neither this MOU, the Settlement Agreement, nor
27 any ancillary documents, actions, statements or filings in furtherance of settlement
28 (including all matters associated with the mediation) shall be admissible or offered

1 into evidence in this action or any other action for any purpose whatsoever.

2 f. Plaintiff shall destroy all documents produced by Defendant pursuant to the Parties'
3 agreement to exchange pre-mediation discovery.

4 76. 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. After entry of the Judgment, the Court will have
7 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
8 of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-
9 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

10 77. Exhibits Incorporated by Reference: The terms of this Settlement include the
11 terms set forth in any attached Exhibit(s), which are incorporated by this reference as though
12 fully set forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

13 78. Entire Agreement: This Settlement Agreement and any attached Exhibit(s)
14 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
15 written or oral agreements may be deemed binding on the Parties.

16 79. Amendment or Modification: Subject to the Court's approval, this Settlement
17 Agreement may be amended or modified only by a written instrument signed by counsel for all
18 Parties or their successors-in-interest.

19 80. Binding on Successors and Assigns: This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
21 defined.

22 81. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 82. Execution and Counterparts: This Settlement Agreement is subject only to the
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile and scanned
27 copies of the signature page, will be deemed to be one and the same instrument provided that
28 counsel for the Parties will exchange among themselves original signed counterparts.

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

8 84. Invalidity of Any Provision: Before declaring any provision of this Agreement
9 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Agreement
11 valid and enforceable.

12 85. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
13 class certification for purposes of this Settlement only; except, however, that either party may
14 appeal any court order that materially alters the Settlement Agreement's terms.

15 86. Class Action Certification for Settlement Purposes Only: The Parties agree to
16 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
17 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
18 that certification for purposes of the Settlement is not an admission that class action certification
19 is proper under the standards applied to contested certification motions and that this Agreement
20 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
21 should be certified or (b) Defendant are liable to Plaintiff or any Class Member, other than
22 according to the Settlement's terms.

23 87. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
24 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
25 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
26 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
27 pursuant to any statute or any other applicable laws, regulations, or legal requirements;
28 breached any contract; violated or breached any duty; engaged in any misrepresentation or

1 deception; or engaged in any other unlawful conduct with respect to their employees. Neither
2 this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it,
3 shall be construed as an admission or concession by Defendant of any such violations or failures
4 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
5 this Agreement, this Agreement and its terms and provisions shall not be offered or received as
6 evidence in any action or proceeding to establish any liability or admission on the part of
7 Defendant or to establish the existence of any condition constituting a violation of, or a non-
8 compliance with, federal, state, local or other applicable law.

9 88. Captions: The captions and section numbers in this Agreement are inserted for
10 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
11 the provisions of this Agreement.

12 89. Waiver: No waiver of any condition or covenant contained in this Settlement
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
14 considered to imply or constitute a further waiver by such party of the same or any other
15 condition, covenant, right or remedy.

16 90. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
17 such disputes shall be submitted to Eve Wagner, Esq. for consultation.

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

24 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the
25 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
26 more strictly against one Party than another merely by virtue of the fact that it may have been
27 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
28 negotiations between the Parties, all Parties have contributed to the preparation of this

Settlement Agreement.

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

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

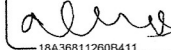
95. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendant further agrees that they will not oppose Plaintiff's motion for preliminary approval and/or motion for final approval, so long as the motion for preliminary approval and/or motion for final approval are entirely consistent with the terms of this Settlement Agreement.

96. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure of the Settlement or this MOU until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement or this MOU until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to publicize the terms of this Settlement via any medium, including but not limited to, any newspaper, journal, magazine, website, online reporter of settlements, social media, and/or direct mail.

97. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, 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 settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: 5/23/2024

DocuSigned by:



Plaintiff Alejandro Salgado

DATED: 5-28-24



Defendant Lifetime Solutions, Inc.

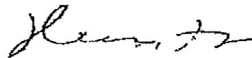
Name: Greg Hudson

Title: President

Approved as to Form:

PROTECTION LAW GROUP, LLP

DATED: 5/23/2024



Heather Davis
Amir Nayebdadash
Priscilla Gamino
Attorneys for Plaintiff
ALEJANDRO SALGADO

LAWYERS for JUSTICE, PC

DATED: June 4, 2024



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LIFETIME SOLUTIONS, INC.

DATED: 5/29/2024

REID & HELLYER APC



Michael G. Kerbs
Kiki Manti Engel
Attorneys for Defendant
LIFETIME SOLUTIONS, INC.

DATED: 05/30/2024