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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JOSHUA BRAVO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ICON HEALTH & FITNESS, INC., a Delaware
corporation; KAMRAN STAFFING, INC., a
California corporation; and DOES 1 through 10,
inclusive

Defendants.

Case No.: CIVSB2114833

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: May 20, 2021
Trial date: Not set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement,” “Settlement,”
3 or “Agreement”) is made and entered into by and between Plaintiff Joshua Bravo, individually, and on
4 behalf of all others similarly situated, (“Plaintiff” or “Class Representative”), and Defendants iFIT Inc.
5 f/k/a ICON Health & Fitness, Inc. (“ICON”) and Kamran Staffing, Inc. (“Kamran”), (collectively,
6 “Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. For purposes of this Settlement, “Complaint” refers to the operative complaint at the time
10 the Court grants Preliminary Approval of this Settlement.

11 2. For purposes of this Settlement, this matter entitled *Joshua Bravo v. ICON Health &*
12 *Fitness, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2114833, is referred to herein
13 as the “Action.”

14 3. For purposes of this Settlement, the “Class Period” is May 20, 2017 through June 3, 2022.

15 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All persons
16 who worked for Defendants iFIT Inc. f/k/a ICON Health & Fitness, Inc. and Kamran Staffing, Inc. who
17 were assigned by Kamran to perform labor at ICON’s distribution center in Beaumont, California as an
18 hourly, non-exempt employee from May 20, 2017 to June 3, 2022. “Settlement Class Members” are
19 Plaintiff and those Class Members who do not submit timely exclusion requests to the Settlement
20 Administrator.

21 5. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a
22 Class Member was employed by both Defendants in California during the Class Period.

23 6. For purposes of this Settlement, “Class Counsel” means Kane Moon, Esq., Brett M.
24 Gunther, Esq., and Julie Oh, Esq. of MOON & YANG, APC.

25 7. “Class Representative Service Award” means the amount that the Court authorizes to be
26 paid to Plaintiff in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the
27 Action.

28 8. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days

1 after the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date
2 on which Settlement Class Members may submit a request for exclusion or written objection to the
3 Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 45 calendar days
4 after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as
5 expressly described herein.

6 9. For purposes of the Settlement, “Defendants’ Counsel” means Jeffrey J. Gordon, Esq. and
7 Ryan J. Farrell, Esq. of Yoka | Smith, 445 South Figueroa Street, 38th Floor, Los Angeles, California
8 90071 for Defendant iFIT Inc. f/k/a ICON Health & Fitness, Inc. and Jason Guerra, Esq. and Joshua S.
9 Stein, Esq. of Guerra Law, One World Trade Center, Eighth Floor, Long Beach, California 90831 for
10 Defendant Kamran Staffing, Inc.

11 10. “Individual Settlement Payment” means the amount payable from the Net Settlement
12 Amount to each Class Member.

13 11. “Net Settlement Amount” means the Maximum Settlement Amount, less Attorneys’ Fees
14 and Costs, the Class Representative Service Award, Settlement Administration Costs, and the PAGA
15 Penalty Payment.

16 12. For purposes of this Settlement, “PAGA Allocation” means the amount that the Parties
17 have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the
18 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The
19 Parties have agreed that the PAGA Allocation will be \$30,000.00 from the Gross Settlement Amount.
20 Pursuant to PAGA, Seventy Five Percent (75%), or \$22,500.00, of the PAGA Penalty Payment will be
21 paid to the LWDA (“PAGA Penalty Payment”), and Twenty Five Percent (25%), or \$7,500.00 of the
22 LWDA Payment will be included in the Net Settlement Amount for PAGA Employees (“PAGA
23 Settlement Payment”).

24 13. For purposes of this Settlement, “PAGA Period” means the period between May 20, 2020
25 through June 3, 2022.

26 14. For purposes of this Settlement, “PAGA Employee” means all persons who worked for
27 Defendants iFIT Inc. f/k/a ICON Health & Fitness, Inc. and Kamran Staffing, Inc. who were assigned by
28 Kamran to perform labor at ICON’s distribution center in Beaumont, California as an hourly, non-exempt

1 employee during the PAGA Period.

2 15. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
3 each PAGA Employee worked during the PAGA Period.

4 16. For purposes of this Settlement, “PAGA Representative” means Plaintiff.

5 17. For purposes of this Settlement, “Released PAGA Claims” means all claims asserted
6 through California Labor Code §§ 2698, *et seq.*, that are stated in Plaintiff’s First Amended Complaint and
7 Notice of Labor Code Violations submitted to the LWDA on May 17, 2021 (“PAGA Letter”).

8 18. For purposes of this Settlement, “Released PAGA Claims Period” means the period
9 between May 20, 2020 through June 2, 2022.

10 19. “Request for Exclusion” means a written request by a Class Member to opt out of, or
11 exclude oneself, from the Settlement.

12 20. “Settlement” means the final and complete disposition of the Action pursuant to this
13 Stipulation.

14 21. For purposes of this Settlement, “Settlement Payments” means all of the payments to
15 Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA
16 Employees (the “PAGA Settlement Payment”).

17 22. “Settlement Administrator” means ILYM Group, Inc., a third-party class action settlement
18 administrator agreed to by the Parties and approved by the Court for purposes of administering this
19 Settlement.

20 23. “Settlement Administration Costs” means the reasonable costs and fees of administration
21 of this Settlement, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) Notice of
22 Settlement to the Class Members; (ii) preparing and submitting to Class Members and government entities
23 all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement
24 Payments, the Class Representative Service Award, Attorneys’ Fees and Costs, and the LWDA Payment;
25 (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a
26 Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and
27 remitting to the appropriate government agencies all employer and employee payroll tax obligations
28 arising from the Settlement and preparing and submitting filings required by law in connection with the

1 payments required by the Settlement.

2 **STIPULATED BACKGROUND**

3 24. On May 17, 2021, Plaintiff submitted a “Notice of Labor Code Violations and PAGA
4 Penalties” online to the Labor & Workforce Development Agency to satisfy the administrative exhaustion
5 requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private
6 Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”). More than 65 days have passed
7 since the Plaintiff’s submission of the notice letter and Plaintiff has not received any notice from the
8 LWDA of its intent to investigate the claims set forth in the May 17, 2021 PAGA letter.

9 25. On May 20, 2021, Plaintiff Joshua Bravo filed a putative Class Action (the “Complaint”)
10 alleging the following labelled causes of action: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§
11 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and
12 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and
13 Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses
14 [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-
15 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair
16 Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On October 29, 2021, Plaintiff filed a First
17 Amended Complaint to add a claim for PAGA penalties under California Labor Code §§ 2698 *et. seq.*

18 26. On March 10, 2022, the Parties participated in private mediation in the Action with
19 Mediator Kelly Knight, Esq. and the Parties were able to reach an agreement on the essential terms of a
20 proposed class action settlement and PAGA settlement. On April 4, 2022, Plaintiff’s counsel and ICON’s
21 counsel executed a memorandum of understanding reflecting their agreement, and Kamran’s counsel
22 executed the same on May 27, 2022.

23 27. In the Complaint, Plaintiff sought to represent all non-exempt employees who worked for
24 Defendants and who were assigned by Kamran to perform labor at ICON’s distribution center in
25 Beaumont, California, who were allegedly denied minimum and overtime wages on account of the off the
26 clock work performed by the class members, including due to COVID-19 temperature checks, who
27 allegedly did not receive all meal and rest periods legally entitled, who allegedly did not receive minimum,
28 overtime, meal period premium and rest period premium wages, who allegedly did not timely receive all

1 wages upon their resignation or termination of employment, who were not indemnified for all necessary
2 business expenses, and who allegedly did not receive accurate itemized wage statements at any time
3 during the period beginning four years before the filing of the initial complaint and ending June 3, 2022.

4 28. The Parties stipulate and agree to the certification of the proposed class for settlement
5 purposes only. The Parties further agree that this Stipulation will not be admissible in this or any other
6 proceeding as evidence that (i) a class action should be certified, (ii) a representative action is appropriate
7 or manageable, or (iii) Defendants are liable to Plaintiff or any Class Member, other than according to the
8 terms of this Stipulation. Solely for purposes of settling this case, the Parties stipulate and agree that:

9 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
10 Class Members.

11 (b) There are common questions of law and fact including, but not limited to, the
12 following:

- 13 1) Whether or not Plaintiff and the Class Members were properly
14 compensated for all hours worked, including minimum and overtime
15 wages;
- 16 2) Whether or not Plaintiff and the Class Members were provided and/or
17 authorized and permitted all meal and rest periods, and/or were paid
18 premium pay for the failure to provide meal and rest breaks;
- 19 3) Whether or not Plaintiff and the Class Members timely received all wages
20 owed upon the termination and/or resignation of their employment;
- 21 4) Whether or not Defendants maintained accurate records of all hours
22 Plaintiff and the Class Members worked;
- 23 5) Whether or not Plaintiff and the Class Members were fully reimbursed for
24 all necessary business expenses incurred during employment with
25 Defendants; and,
- 26 6) Whether or not Defendants engaged in unlawful or unfair business
27 practices affecting the Class in violation of California Business and
28 Professions Code §§ 17200-17208.

- 1 (c) Plaintiff's claims are typical of the claims of the Class Members.
- 2 (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
- 3 Class.
- 4 (e) The prosecution of separate actions by individual members of the Class would
- 5 create the risk of inconsistent or varying adjudications, which would establish
- 6 incompatible standards of conduct.
- 7 (f) With respect to the Class, questions of law and fact common to the members of the
- 8 Class predominate over any questions affecting any individual member in such
- 9 Class, and that a class action is superior to other available means for the fair and
- 10 efficient adjudication of the controversy.

11 29. Should, for whatever reason, the Settlement not become effective, that the Parties were

12 willing to stipulate to certification as part of the Settlement shall not be admissible or have any bearing on

13 whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this

14 Action or in any other lawsuit. Defendants expressly reserve their rights to oppose claim and/or class

15 certification in this Action, or any other action, should this Settlement not become effective.

16 30. Defendants expressly deny all liability and/or wrongdoing of any kind whatsoever

17 associated with the claims alleged in the Complaint and/or First Amended Complaint, and Defendants

18 further deny the Action is appropriate for class or representative treatment for any purpose outside of

19 settling this lawsuit. With respect to Plaintiff's claims, Defendants contend, among other things, that

20 Plaintiff and the Class Members have been paid proper wages, have been provided meal periods or they

21 have been made available as required, have been provided rest periods or they have been authorized and

22 permitted as required, have been paid timely wages upon separation of employment, have been fully

23 reimbursed for all necessary business expenses, and have been provided with accurate itemized wage

24 statements. Defendants contend, among other things, that they have complied at all times with the

25 California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.

26 Furthermore, with respect to all claims, Defendants contend at all times they complied with the California

27 Business and Professions Code.

28 31. The Parties desire to settle, compromise, and discharge all disputes and claims arising from

1 or related to the Complaint and/or First Amended Complaint fully, finally, and forever, notwithstanding
2 ICON and Kamran, respectively, each expressly reserving all indemnification and contribution rights, both
3 contractual and equitable.

4 32. Class Counsel has conducted a thorough investigation into the facts of this Action,
5 including an extensive review of relevant documents, and has diligently pursued an investigation of the
6 claims of the Class against Defendants. Based on its investigation and evaluation, Class Counsel opines
7 the Settlement with Defendants for the agreed upon consideration and pursuant to the terms set forth in
8 this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interests of the Class
9 given all known facts and circumstances, including the risks of significant delays, the possibility of the
10 Class not being certified by the Court, the chances of Defendants prevailing, and the extensive potential
11 for appellate issues which might arise.

12 33. The Parties agree to cooperate and take all steps reasonably necessary and appropriate to
13 obtain preliminary and final approval of this Settlement.

14 34. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
15 to implement and complete the Settlement, pending the Court's hearing for Final Approval.

16 **PRIMARY TERMS OF SETTLEMENT**

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

- 19 (a) It is agreed by and among the Class and Defendants that this case and any claims,
20 damages, or causes of action arising out of the disputes which are the subject of
21 this case, be settled and compromised as between the Class and Defendants,
22 subject to the terms and conditions set forth in this Settlement and Court approval.
- 23 (b) Effective Date: The terms of settlement embodied in this Settlement shall become
24 effective when all of the following events have occurred: (i) the Court has
25 approved the Settlement; (ii) the Court has issued the Final Order and entered
26 Judgment in accordance with the terms described herein; (iii) if there is an appeal
27 of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of
28 dismissal of such appeal, or the expiration of the time to file a petition for writ of

certiorari to the California Supreme Court, and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

(c) Gross Settlement Amount: Defendants' maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is \$450,000.00 ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Payment of the Gross Settlement Amount shall be tendered in full by Defendant ICON on behalf of itself and Defendant Kamran.

(d) Escalator Clause: If it is later determined that the number of Covered Workweeks is more than 30% greater than the original estimates of 10,000 (i.e., 13,000 or more workweeks), the Gross Settlement Amount may be increased by the percentage that the actual number of Covered Workweeks exceeds the original estimates beyond 30% (the "Escalator Clause"). The Gross Settlement Amount will not be reduced for any reason. However, should the number of workweeks reach 13,000, and Plaintiff elects to enforce the escalation clause Defendants will have the right, in the exercise of their sole and exclusive discretion, to either limit the class period to the time at which the number of workweeks reaches 13,000 or to nullify the settlement entirely within thirty (30) days. Except as provided above, there will be no reversion of the Gross Settlement Amount.

(e) Non-Reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.

(f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.

- (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$450,000.00) the following sums, subject to Court approval: (1) attorney's fees (not to exceed 33.33% of the Gross Settlement Amount, or \$149,985.00); (2) reasonable litigation costs (not to exceed \$20,000.00); (3) the Service Payment (not to exceed \$7,500.00); (4) the PAGA Penalty Payment in the amount of \$22,500.00 (which is 75% of the \$30,000.00 PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$20,000). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.
- (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.
- (i) Settlement Class Payments (Excluding PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks worked during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the

Class Period as follows: $[\text{Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Covered Workweeks worked by all Settlement Class Members}] \times [\text{Net Settlement Amount} - \text{all PAGA Settlement Payments}] = \text{Individual Settlement Payment for a Settlement Class Member}$. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed, or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: $[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}] \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment}$. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed, or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages and 80% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state, and local withholding

1 taxes will be taken out of the wage allocations, and each Class Member will
2 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.
3 The employer's share of payroll taxes and other required withholdings will be paid
4 as set forth above, including but not limited to the Defendants' FICA and FUTA
5 contributions, based on the payment of claims to the Class Members. IRS Forms
6 1099 will be issued to each Class Member reflecting the payments for penalties and
7 interest. Class Members are responsible to pay appropriate taxes due on the
8 Settlement Payments they receive. To the extent required by law, IRS Forms 1099
9 and W-2 will be issued to each Class Member with respect to such payments.

10 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
11 Payments to individual Class Members shall be deemed to be paid to such Class
12 Member solely in the year in which such payments are actually received by the
13 Class Member. It is expressly understood and agreed that the receipt of such
14 Settlement Payments will not entitle any Class Member to additional compensation
15 or benefits under any company bonus, contest or other compensation or benefit
16 plan or agreement in place during the period covered by the Settlement, nor will it
17 entitle any Class Member to any increased retirement, 401(k) benefits or matching
18 benefits or deferred compensation benefits. It is the intent that the Settlement
19 Payments provided for in this Settlement are the sole payments to be made by
20 Defendants to the Class Members, and that the Class Members are not entitled to
21 any new or additional compensation or benefits as a result of having received the
22 Settlement Payments (notwithstanding any contrary language or agreement in any
23 benefit or compensation plan document that might have been in effect during the
24 period covered by this Settlement).

25 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not
26 object to Class Counsel's application for attorney's fees not to exceed 33.33% of
27 the Gross Settlement Amount (\$149,985.00) and reimbursement of litigation costs
28 and expenses not to exceed \$20,000.00. The difference between the amounts

requested as attorneys' fees and costs and the actual amounts awarded will be distributed to the class as Settlement Payments.

- (n) Service Payment: Subject to Court approval, and in exchange for his service and assistance in prosecuting the action as well as a general release, Defendants will not object to Class Counsel's application for an additional payment of up to \$7,500.00 to Plaintiff for service as a Class Representative ("Service Payment"). It is understood the Service Payment is in addition to the individual Settlement Payment which Plaintiff is entitled to similar to other Class Members. In exchange, Plaintiff has agreed to release all claims, whether known or unknown, under federal law or state law against the Releasees, to the extent permitted by law, through the Class Period ("Plaintiff's Released Claims"). Plaintiff understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation benefits. The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class. The difference between the amounts requested as a service payment and the actual amounts awarded will be distributed to the class as Settlement Payments.

- (o) The Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a

1 Service Payment in an amount less than that set forth above, the difference
2 between the lesser amount(s) approved by the Court and the Service Payment
3 amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiff
4 agrees not to opt out or object to the Service Payment as the Class Representative.

5 (p) Settlement Administrator: The Settlement Administrator will be ILYM Group,
6 Inc., or such Settlement Administrator as may be mutually agreeable to the Parties
7 and approved by the Court. Settlement Administration Costs are estimated not to
8 exceed \$20,000. The costs of the Settlement Administrator for work done shall be
9 paid regardless of the outcome of this Settlement.

10 (q) Funding of Settlement Account: Defendant ICON, on behalf of itself and
11 Defendant Kamran, agree to make payments required under this settlement within
12 thirty (30) calendar days of the Effective Date.

13 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
14 Settlement Payments to be mailed to the Class Members within fourteen (14)
15 calendar days after the final funds are deposited with the administrator.

16 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the
17 material terms of the proposed Settlement, along with instructions about how to
18 object or request exclusion from the proposed class action Settlement ("Notice").
19 For each Class Member, there will be pre-printed information on the mailed
20 Notice, based on Defendants' records, stating the Class Member's Covered
21 Workweeks during the Class Period and the estimated total Settlement Payment
22 under the Settlement, including the Settlement Class Payment and the PAGA
23 Settlement Payment that will be distributed irrespective of any exclusion request.
24 The pre-printed information based on Defendants' records shall be presumed to be
25 correct. A Class Member may dispute the pre-printed information on the Notice as
26 to his or her Covered Workweeks during the Class Period. Class Members must
27 submit any dispute regarding the information on the Notice as to his or her
28 Covered Workweeks within the Response Deadline. Unless a disputing Class

Member submits documentary evidence in support of his or her dispute, the records of the Defendants will be determinative, subject to review by the Court.

(t) Settlement Notice Language: The Notice will be issued in English and Spanish.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiff file the motion for preliminary approval.

(v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Defendants' records used to calculate Covered Workweeks, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants' records and any information or documents submitted by the Class Member and issue a decision regarding the dispute. The Court reviewing this Settlement shall have the authority to review and make a final decision regarding any Class Member dispute. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a "Request for Exclusion" from the Settlement within the Response Deadline. Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member's Social Security Number, and the signature of the Class Member requesting exclusion. Any such request must be made in accordance with the

1 terms of the Notice, and the Notice will advise Class Members of these
2 requirements. Any Class Member who timely requests exclusion in compliance
3 with these requirements (i) shall not have any rights under this Settlement other
4 than a right to receive a pro-rata share of the portion of the PAGA payment
5 allocated to the Class Members if the Class Member is also PAGA Employee; (ii)
6 shall not be entitled to receive any Settlement Payments under this Settlement other
7 than as stated in subpart (j) above; and (iii) shall not be bound by this Settlement or
8 the Court's Order and Final Judgment other than as it applies to the PAGA Claim.
9 Exclusion requests may also be made by fax or email.

- 10 (x) Right of Settlement Class Member to Object to The Settlement: Any Class
11 Member may object to the Settlement. To object, the Class Member may (1)
12 appear in person at the Final Approval Hearing to explain any objection, (2) have
13 an attorney object for the Class Member, or (3) submit a simple written brief or
14 statement of objection to the Settlement Administrator. If any Class Member
15 chooses to submit a written objection, the written objection could be submitted via
16 fax or email to counsel for the Parties no later than fourteen (14) calendar days
17 before the Final Approval Hearing, and should contain sufficient information to
18 confirm the identity of the objector and the basis of the objection, including (1) the
19 full name of the Settlement Class Member; (2) the signature of the Settlement
20 Class Member; (3) the grounds for the objection; and (4) be postmarked within the
21 Response Deadline to permit adequate time for processing and review by the
22 Parties of the written statement or objection. Class Counsel shall ensure that any
23 written objections are transmitted to the Court for the Court's review (either by
24 Class Counsel or as an attachment to the declaration from the Settlement
25 Administrator). A Class Member who does not object prior to or at the Final
26 Approval Hearing, will be deemed to have waived any objections and will be
27 precluded from making any objections (whether at the Final Approval Hearing, by
28 appeal, or otherwise) to the Settlement and/or seeking any adjudication or review

of the Settlement, by appeal or otherwise.

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

36. Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice, both in English and Spanish, to the Class Members.

37. The Settlement Administrator will independently review the Covered Workweeks attributed to each Class Member and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendants' records in order to perform its duties.

38. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount on behalf of both Defendants, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

39. The Settlement Administrator will mail the final judgment approving the Settlement along with the settlement payments.

ATTORNEY'S FEES AND COSTS

40. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to Court approval, Defendants will not object nor oppose Class Counsel's application for attorney's fees not to exceed 33.33% of the Gross Settlement Amount (\$149,985.00 of \$450,000.00) and litigation costs not to exceed \$20,000.00. The amounts set forth above will cover all legal services performed, including all fees and costs incurred to date and for future legal services to be incurred in connection with obtaining Court approval of this Settlement and

administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. Attorneys' fees and costs approved by the Court shall be paid to Class Counsel within 14 calendar days after the funds are deposited with the Settlement Administrator. In the event that the Court awards less than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

THE NOTICE PROCESS

41. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- (a) Within twenty-one (21) calendar days from the date of entry of the preliminary approval order of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (4) information and documents pertaining to the dates of employment for Class Members who were assigned by Kamran to perform labor at ICON's distribution center in Beaumont, California. This database shall comprise information based on Defendants' payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database secure and confidential and only use it for the purposes

described herein, and will return this database to Defendants upon final approval of the settlement or destroy the electronic records comprising the database after the Settlement is final and all payments are distributed as required under this Agreement. The information provided to the Settlement Administrator shall be kept confidential and shall not be disclosed, either in writing or verbally, by the Settlement Administrator at any time. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information shall be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

(b) Within fourteen (14) calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, the Settlement Administrator must complete re-mailing within three business days, that Class Member will have to respond by the original response deadline or 14 calendar days after re-mailing, whichever is later. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended response deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the

Court's Order and Final Judgment.

- (d) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

42. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline unless the Parties mutually agree to accept the untimely dispute. Disputes can be communicated via fax or email. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

43. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Prior to mailing the Settlement Payment checks, the Settlement Administrator shall check for updated addresses for all recipients, and if any check is returned as undeliverable, the check must be re-mailed within three (3) business days. The check will be re-mailed to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will attempt to determine a correct address by using "skip-tracing," or other type of automated search for a new address using the Class Member's social security number or other information. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180-calendar days from the date issued. Settlement Payment checks shall state the expiration date of the checks. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have become expired will not be re-issued.

44. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

45. Upon completion of its calculation of Settlement Payments, the Settlement Administrator

1 shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to
2 be made to Class Members (to be identified anonymously by employee number or other identifier). A
3 Declaration attesting to completion of all payment obligations will be provided to Class Counsel and
4 Defendant's Counsel and filed with the Court by Class Counsel.

5 **RELEASE BY THE CLASS**

6 46. Upon final Court approval and payment of all funds due under this Settlement, except as to
7 any such rights or claims which may be created by this Settlement, the Class Representative, the Class and
8 each Class Member who has not submitted a valid and timely request for exclusion as to claims other than
9 the PAGA claim, will release claims as follows:

- 10 (a) **Identity of Released Parties.** The released parties are Defendants, and each of its
11 former, present, and future direct and/or indirect owners, fictitious business names
12 aka DBA's, parents, subsidiaries, affiliated and related companies, divisions,
13 successors, predecessors, or assigns, and past, current and future employees,
14 attorneys, officers, directors, shareholders, owners, agents, trustees, heirs,
15 executors, administrators, predecessors, insured, insurers, successors or assigns of
16 any of the foregoing (collectively "Releasees").
- 17 (b) **Date Release Becomes Active.** The Released Claims will be released upon the
18 Settlement's Effective Date and payment by Defendants of all funds due under the
19 settlement. Class Members will not release the Released Claims or Released
20 PAGA Claims until the Effective Date and payment by Defendants of all funds due
21 under the settlement.
- 22 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,
23 on behalf of himself or herself and his/ her heirs and assigns, unless s/he has
24 submitted a timely and valid Request for Exclusion (which will not result in
25 opting-out from the release of Released PAGA Claims), hereby releases the
26 Releasees from the following claims for the entire Class Period:
- 27 1) any and all alleged claims, charges, rights, complaints, liens, demands,
28 obligations, damages, wages, penalties, interest, debts, liabilities, costs,

1 compensation, damages, attorneys' fees, actions, and/or causes of action
 2 that were asserted or could have been asserted based upon the facts and
 3 circumstances alleged in the Complaint and arising at any time during the
 4 Class Period, including but not limited to all state wage and hour claims
 5 (including all claims under the California Labor Code) for unpaid wages,
 6 unpaid minimum wages, unpaid overtime wages, off-the-clock work
 7 violations, failure to provide meal periods, failure to provide rest periods,
 8 unreimbursed business expenses, wage statement violations, interest,
 9 penalties, and attorneys' fees, waiting time penalties, withholding from
 10 wages and the related provisions of the California Labor Code including
 11 but limited to California Labor Code §§ 201-204, 210, 216, 218.6, 223,
 12 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1197.1,
 13 1198, 2802, derivative claims under California Business & Professions
 14 Code §§ 17200 et seq., and all claims under the governing Wage Order of
 15 the California Industrial Welfare Commission, and the Federal Fair Labor
 16 Standards Act ("Released Claims"); and all other potential civil and
 17 statutory penalties based on or arising from the Released Claims, including
 18 but not limited to statutory, constitutional, contractual damages, costs,
 19 penalties, punitive damages, interest, attorneys' fees, litigation costs,
 20 restitution, and equitable relief.;

- 21 2) as to any Class Member who cashes their Settlement Payment, the
 22 Settlement Administrator shall include language on the Settlement
 23 Payments that informs the Class Members that the signing and negotiation
 24 of that check shall serve as the Class Member's consent to join the Action
 25 for purposes of releasing all claims arising under the Fair Labor Standards
 26 Act that are alleged in the Action or related to the claims stated or that
 27 could have been stated in the Action, implicitly or explicitly; and
 28 3) in addition, as to *all* Class Members employed during the Released PAGA

Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's May 17, 2021 administrative exhaustion letter submitted to the LWDA and any Complaint in this matter (i.e., the Released PAGA Claims).

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

47. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order as follows:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class for purposes of Settlement;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES AFTER OBTAINING FINAL COURT APPROVAL

48. In conjunction with the hearing of a motion for final Court approval of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (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 attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiff and Class Counsel's adequacy to represent the Final Settlement Class for purposes of entering into and implementing the Agreement; and
- (f) Entering a final judgment in the Action based on the Parties' Joint Stipulation of Class Action Settlement.

NULLIFICATION AND TERMINATION

49. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment based on the Parties' Joint Stipulation of Class Action Settlement; (d) the final judgment is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reason; (f) if ten-percent (10%) or more of the Class members opt-out of the settlement, Defendants may, at its sole discretion, within thirty (30) days of the expiration of the opt-out period, elect to revoke the Settlement and their Stipulation to Class Certification; or (g) Defendants may revoke and nullify the Settlement and Stipulation within thirty (30) days should the number of workweeks exceed 13,000 and Plaintiff elects to enforce the escalation clause. If Defendants exercise this option, they will be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement, with the exception that Defendant will be responsible for any costs of administration of the Settlement incurred prior to the election to nullify the Settlement, by giving notice to Plaintiff's Counsel and the Settlement Administrator. In addition, in such event, the Settlement Agreement and all negotiations, court orders, and proceedings relating thereto shall be without prejudice to the rights of any and all Parties, and all evidence and/or information exchanged relating to mediation and/or the Settlement Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

1 **PARTIES' AUTHORITY**

2 50. The signatories hereto hereby represent that they are fully authorized to enter into this
3 Settlement and bind the Parties hereto to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 51. The Parties agree to cooperate with each other fully and reasonably to carryout the terms of
6 this Settlement including, but not limited to, execution of such documents and taking such other action as
7 may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement
8 shall use their best efforts, including those contemplated herein and as ordered by Court, to consummate
9 this Settlement by satisfying the terms and conditions set forth herein. Upon execution of this Settlement,
10 Class Counsel shall expeditiously take all steps reasonably necessary to obtain the Court's preliminary and
11 final approval of this Settlement with Defendants and Defendants' Counsel's cooperation.

12 **NO PRIOR ASSIGNMENTS**

13 52. The Parties and their respective counsel represent, covenant, and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
15 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
16 released and discharged except as set forth herein.

17 **NO ADMISSION OF LIABILITY**

18 53. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
19 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
20 Defendants deny all the claims, contentions and allegations made by Plaintiff. Defendants entered into
21 this Settlement with the intention to avoid further disputes, litigation, inconveniences, and expenses,
22 among others.

23 54. Defendants have denied and continue to deny generally each and all of the claims and
24 contentions alleged by the Class Representative in the Action. Defendants have expressly denied and
25 continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct,
26 statements, acts or omissions alleged, or that could have been alleged, in the Action. Nonetheless,
27 Defendants have concluded that further litigation of the Action would be protracted and expensive, and
28 determined that it is desirable that the Action be fully and finally settled in the manner and upon the terms

1 and conditions set forth herein in order to limit further expense, inconvenience and distraction, to dispose
2 of burdensome and protracted litigation, to avoid the risk of an adverse judgment, and to permit the
3 operation of Defendants' business without further expensive litigation and the distraction and diversion of
4 its personnel with respect to matters in issue in the Action. Defendants have also taken into account the
5 uncertainty and risks inherent in any litigation, especially in a complex jury case such as the Action.
6 Defendants have, therefore, determined that it is desirable and beneficial to them and consistent with their
7 interests, that the Action be settled in the manner and upon the terms and conditions set forth herein.

8 **ENFORCEMENT ACTIONS**

9 55. In the event any Party to this Settlement undertakes legal action or initiates other legal
10 proceedings against any other Party such as to declare rights and obligations or enforce any provision of
11 this Settlement, the prevailing party or parties shall be entitled to recover its reasonable attorney's fees and
12 costs from the unsuccessful party.

13 **INVALIDITY OF ANY PROVISION**

14 56. Should any provision of this Agreement for any reason be declared invalid, void, or
15 unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining
16 portion shall not be affected, and the remaining portions of this Agreement shall remain in full force and
17 effect as if this Agreement had been executed with said provision eliminated.

18 **NOTICES**

19 57. Unless otherwise specifically provided, all notices, demands and other communications
20 made pursuant to this Settlement shall be in writing and deemed to have been duly given as of the third
21 business day after any mailing by United States registered or certified mail, return receipt requested,
22 addressed as follows:

23
24 Class Counsel:

Counsel for Defendant ICON:

Kane Moon
 Brett M. Gunther
 Julie Oh
MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 kane.moon@moonyanglaw.com
 brett.gunther@moonyanglaw.com

Jeffrey J. Gordon
 Ryan J. Farrell
Yoka | Smith
 445 South Figueroa Street, 38th Floor
 Los Angeles, California 90071
 Telephone: (213) 427-2300
 Facsimile: (213) 427-2330
 shsmith@yokasmith.com
 jgordon@yokasmith.com

Counsel for Defendant Kamran Staffing:

Jason Guerra
 Joshua Stein
Guerra Law
 One World Trade Center, Eighth Floor
 Long Beach, California 90831
 Telephone: (562) 362-5355
 Facsimile: (877) 711-5543
 jason@guerra-law.com
 joshua@guerra-law.com

CONSTRUCTION

58. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent his/her/its counsel participated in drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

59. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

60. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

61. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and made by a party or a party's

1 legal counsel are merged herein. Legal rights conferred through this Settlement may not be waived by any
2 Party unless it is in writing.

3 **BINDING ON ASSIGNS**

4 62. This Settlement shall be binding upon and inure to the benefit of the Parties and their
5 respective heirs, trustees, executors, administrators, successors, and assigns.

6 **CLASS COUNSEL SIGNATORIES**

7 63. It is agreed that because the members of the Class are so numerous, it is impossible or
8 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
9 Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall
10 have the same force and effect as if this Settlement were executed by each member of the Class.

11 **COUNTERPARTS**

12 64. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
13 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
14 deemed an original and taken together shall constitute the entire Settlement, which shall be binding and
15 enforceable upon all Parties.

16 **CONFIDENTIALITY & PUBLIC COMMENT**

17 65. The Class Representative and Class Counsel agree they will not make any disparaging
18 comments about Defendants relating to this Settlement of this class action or disclose any portion of the
19 negotiations relating to this Settlement. The Class Representative and Class Counsel may only disclose
20 matters of public record other than to Class Members, who may receive information about the Settlement
21 that is not public record after the Court has preliminarily approved the Settlement. Other than as to Class
22 Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential
23 until the filing of the motion for preliminary approval of the class settlement. The Parties thereafter agree
24 not to make comments to the media or otherwise publicize the terms of the Settlement other whatever
25 might be necessary in connection with court filings. To the extent counsel for either Party desires to
26 advertise this Settlement, it shall be limited to a statement that a matter was resolved between a putative
27 class and a "wholesaler and distributor of fitness equipment." Any communication about the Settlement to
28 Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has

1 been reached, (2) a statement of details that would necessarily be included in any Court-approved Notice if
2 a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the
3 proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class
4 Representative is prohibited from discussing the terms or the fact of the settlement with third parties other
5 than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all
6 times, the Class Representative is prohibited from communicating about the terms or the fact of the
7 settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social
8 Media Bar, the violating Plaintiff shall forfeit one-half of the Service Payment as a form of liquidated
9 damages. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and
10 will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not
11 include or use the settlement for any marketing or promotional purposes other than as expressly allowed.

12 **FINAL JUDGMENT**

13 66. The Parties agree upon final approval of the Settlement, final judgment of this Action will
14 be made and entered in its entirety and may be included in the Order granting Final Approval of the
15 Settlement.

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22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
23 Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

24 IT IS SO STIPULATED.

25
26 **Plaintiff & Class Representative:**

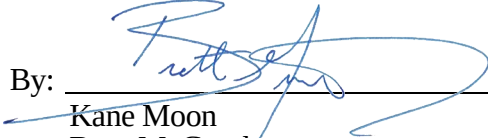
27 Dated: 6/15/2022

28 By: 
Joshua Bravo

Plaintiff's Counsel:

Dated: June 15, 2022

MOON & YANG, APC

By: 

Kane Moon
Brett M. Gunther
Julie Oh
Attorneys for Plaintiff

Defendants:

Dated:

iFIT Inc. f/k/a ICON Health & Fitness, Inc.

By: _____

Print Name

Signature

Title

Dated:

Kamran Staffing, Inc.

By: _____

Print Name

Signature

Title

Defendants' Counsel:

Dated:

Yoka | Smith

By: _____

Jeffrey J. Gordon
Ryan J. Farrell
Attorneys for Defendant iFIT Inc. f/k/a ICON
Health & Fitness, Inc.

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Joshua Bravo

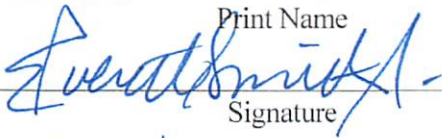
Plaintiff's Counsel:

Dated: MOON & YANG, APC

By: _____
Kane Moon
Brett M. Gunther
Julie Oh
Attorneys for Plaintiff

Defendants:

Dated: iFIT Inc. f/k/a ICON Health & Fitness, Inc.

By: Everett Smith _____
Print Name
 _____
Signature
Secretary _____
Title

Dated: Kamran Staffing, Inc.

By: _____
Print Name

Signature

Title

Defendants' Counsel:

Dated: 6/15/22 Yoka | Smith

By:  _____
Jeffrey J. Gordon
Ryan J. Farrell
Attorneys for Defendant iFIT Inc. f/k/a ICON

Plaintiff's Counsel:

Dated: MOON & YANG, APC

By: _____
Kane Moon
Brett M. Gunther
Julie Oh
Attorneys for Plaintiff

Defendants:

Dated: iFIT Inc. f/k/a ICON Health & Fitness, Inc.

By: _____
Print Name

Signature

Title

Dated: Kamran Staffing, Inc.

By: Jon Blackmon

Print Name



Signature

Vice President, Human Resources

Title

Defendants' Counsel:

Dated: Yoka | Smith

By: _____
Jeffrey J. Gordon
Ryan J. Farrell
Attorneys for Defendant iFIT Inc. f/k/a ICON
Health & Fitness, Inc.

1
2 Dated:

Guerra Law

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4 By: Jason E. Guerra
5 Jason Guerra
6 Joshua Stein
7 Attorneys for Defendant Kamran Staffing, Inc.
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Joshua Bravo v. ICON Health & Fitness, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2114833

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED AS A NON-EXEMPT EMPLOYEE OF KAMRAN STAFFING, INC. WHO WAS ASSIGNED BY KAMRAN STAFFING, INC. TO PERFORM LABOR AT iFIT f/k/a ICON HEALTH & FITNESS, INC.'S DISTRIBUTION CENTER IN BEAUMONT, CALIFORNIA AT ANY TIME BETWEEN MAY 20, 2017 AND JUNE 3, 2022, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Joshua Bravo v. ICON Health & Fitness, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2114833 (the "Action"). The purpose of this Notice of Proposed Class Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

The proposed Settlement will resolve all claims in the Action. A hearing concerning final approval of the proposed Settlement will be held before the Hon. David S. Cohn on <<**FA Date and Time**>> in Department Dept. S-26 of the San Bernardino Superior Court Civil Courthouse, 247 West Third Street, San Bernardino CA 92415, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE >>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request to be Excluded. As a result, you will not receive any benefits under the Settlement. Except that, even if you request exclusion, you will receive payment for PAGA Penalties, and you will release PAGA claims as discussed below.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	To object to the Settlement, you may mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. Written objections must be submitted by << RESPONSE DATE >>. You may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All persons who worked for Defendants iFIT Inc. f/k/a ICON Health & Fitness, Inc. and Kamran Staffing, Inc. who were assigned by Kamran to perform labor at iFIT Inc. f/k/a ICON Health & Fitness, Inc.’s distribution center in Beaumont, California as an hourly, non-exempt employee from May 20, 2017 to June 3, 2022. According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Joshua Bravo (“Plaintiff”) alleges on behalf of himself and the Class that Defendants: (1) Failed to Pay Minimum Wages; (2) Failed to Pay Overtime Compensation; (3) Failed to Provide Meal Periods; (4) Failed to Authorize and Permit Rest Breaks; (5) Failed to Indemnify Necessary Business Expenses; (6) Failed to Timely Pay Final Wages at Termination; (7) Failed to Provide Accurate Itemized Wage Statements; (8) committed Unfair Business Practices; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.]. Plaintiff seeks unpaid wages, reimbursement for necessary business expenses, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

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Attorneys for Defendant Kamran Staffing,
Inc.

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$450,000 (the “Gross Settlement Amount”) for: (a) individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff (up to \$7,500); (c) the Court-approved attorneys’ fees and costs to Class Counsel (\$149,985.00 in fees and up to \$20,000 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (\$22,500 of a total of \$30,000 allocated to PAGA penalties); and (e) payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$20,000).

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, the payment to the LWDA, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement (“Settlement Class Members”).

Defendants will make the settlement payment within 30 calendar days of the effective date of the settlement to the third-party administrator. Your Individual Settlement Payment will be mailed to you 14 days after the administrator receives the settlement payment from Defendants.

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<Estimated Payment>> and your covered Work Weeks worked during the relevant period between May 20, 2017 and <<the date the Court preliminarily approves of the settlement, or June 3, 2022, whichever is sooner>>are <<Work Weeks>>. To the extent you dispute the number of Work Weeks, you must make your dispute (“Work Week Dispute”) in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<+45 days from date of mailing>> (the “Response Deadline”) to:

ILYM Group, Inc., <<Mailing Address>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendants’ records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its’ decisions will be reviewable by the Court during the Final Approval Hearing. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your Work Weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<RESPONSE DATE>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 20% as wages, 80% as penalties and interest, excluding the PAGA Settlement Payments, which will be allocated as 100% penalties. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. The employer’s share of any payroll taxes will be separately paid by Defendants.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller’s Office for Unclaimed Property in the name of each check recipient who failed to cash their check prior to the void date. The Settlement Administrator shall

void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$149,985.00 (33.33%) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$7,500 for Plaintiff for his efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$20,000.00. A payment in the amount of \$22,500.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$30,000 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and payment of all funds due under this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Released Parties.** The released parties are Defendants, and each of their former and present direct and/or indirect owners, fictitious business names aka DBA's, parents, subsidiaries, affiliated and related companies, divisions, successors, predecessors, or assigns, and past, current and future employees, attorneys, officers, directors, shareholders, owners, agents, trustees, heirs, executors, administrators, predecessors, insured, insurers, successors or assigns of any of the foregoing (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims will be released upon the Settlement's Effective Date and payment by Defendants of all funds due under the settlement. Class Members will not release the Released Claims or Released PAGA Claims until the Effective Date and payment by Defendants of all funds due under the settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

- 1) any and all claims, charges, rights, complaints, liens, demands, obligations, damages, wages, penalties, interest, debts, liabilities, costs, compensation, damages, attorneys' fees, actions, and/or causes of action that were asserted or could have been asserted based upon the facts and circumstances alleged in the Complaint and arising at any time during the Class Period in this Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, unpaid minimum wages, unpaid overtime wages, off-the-clock work violations, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 223, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and Fair Labor Standards Act ("Released Claims"); and all other potential civil and statutory penalties based on or arising from the Released Claims, including but not limited to statutory, constitutional, contractual damages, costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief;
- 2) As to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes

of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action, implicitly or explicitly;

- 3) In addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's May 17, 2021 administrative exhaustion letter submitted to the LWDA and any Complaint in this matter (i.e., the Released PAGA Claims).

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection ("written objection") to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>>. If you submit a written objection, it should contain sufficient information to confirm the your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>>. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any**

benefit, including money, as a result of the Action and Settlement – except that you will still receive payment for and release claims for Civil Penalties Under PAGA. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the settlement administration costs, and the payment to the LWDA for PAGA penalties on <<**FA Date and Time**>> in Department S-26 of the San Bernardino Superior Court Civil Courthouse, 247 West Third Street San Bernardino CA 92415. If you wish to attend the Final Approval Hearing telephonically, you may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance prior to the date of the Final Approval Hearing. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Bernardino County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel and/or Defendants' Counsel referenced above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.