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Attorneys for Plaintiffs, the Class, the Aggrieved Employees, and the State of California

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

STEPHANIE RODRIGUEZ, MAYRA
DOMINGUEZ, and MARICELA AMEZCUA,
on behalf of themselves and on behalf of all
others similarly situated,

PLAINTIFFS,

v.

COLMOL, INC. DBA KING GRAPHICS, a
California Corporation; and DOES 1 to 100,
inclusive,

DEFENDANT.

Case No. 37-2021-00034563-CU-OE-CTL

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 **BROWNING HOCKER**

William K. Browning, SBN 166742

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501 West Broadway, Suite 540

3 San Diego, California 92101

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4 *Attorney for Defendant Colmol, Inc., DBA King Graphics*

1 This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into
2 between Plaintiffs STEPHANIE RODRIGUEZ, MAYRA DOMINGUEZ, and MARICELA AMEZCUA
3 (“Plaintiffs” or “Class Representatives”) and Defendant COLMOL, INC., DBA KING GRAPHICS
4 (“Defendant” or “King Graphics”), and is subject to the approval of the Court, as provided below. This
5 Settlement Agreement is intended by Plaintiffs and Defendant to fully, finally, and forever resolve,
6 discharge, and settle the Action (as defined below) and Released Claims (as defined below), upon and
7 subject to the terms and conditions hereof, as follows:

8 **1. Definitions.**

9 As used herein, for the purposes of this Settlement Agreement only, the following terms will be
10 defined as set forth below:

11 **1.1** “Action” refers to the civil action entitled *Stephanie Rodriguez, et al. v. Colmol, Inc., DBA*
12 *King Graphics*, filed in San Diego County Superior Court on September 12, 2021, Case No. 37-2021-
13 00034563-CU-OE-CTL.

14 **1.2** “Class Counsel” refers to the attorneys of record for the Class Representative,
15 *i.e.*, Ackermann & Tilajef, P.C. and Law Office of Tatiana Hernandez, P.C.

16 **1.3** “Class Member” refers to all non-exempt hourly-paid individuals who are or were employed
17 by Defendant in the State of California from August 12, 2017, through September 16, 2021. Defendant
18 represents there are approximately 106 Class Members as of December 24, 2021.

19 **1.4** “Class Notice” refers to the form of direct-mail notices substantially in the form attached as
20 “**Exhibit A**,” which shall be disseminated to the Class Members in English and Spanish, as may be
21 modified by the Court.

22 **1.5** “Class Period” means August 12, 2017, through September 16, 2021.

23 **1.6** “Complaint” refers to the operative Class Action and Representative Action Complaint filed
24 in this Action.

25 **1.7** “Court” refers to the California Superior Court for the County of San Diego.

26 **1.8** “Defendant” means Colmol, Inc., DBA King Graphics.

27 **1.9** “DOL Consent Judgment” refers to the separate settlement which has been reduced to a
28 Consent Judgment entered into between Defendant and the United States Department of Labor (DOL) to

1 resolve all Fair Labor Standards Act (FLSA) claims that the DOL brought against Defendant in the
 2 separate action entitled Martin J Walsh, Secretary USDOL v Colmol, Inc. et al, (hereinafter the “DOL
 3 Lawsuit”). As discussed herein, this Settlement Agreement and the DOL Consent Judgment were entered
 4 by the Plaintiffs, Defendant, and the DOL in order to simultaneously resolve all of the California state law
 5 claims alleged in this Action, and all the federal FLSA claims alleged by the DOL in the DOL Lawsuit,
 6 through Defendant’s payment of the Gross Settlement Amount (as defined herein) and the parties’
 7 respective compliance with the terms of this Settlement Agreement and the DOL Consent Judgment.

8 **1.10** “Final Approval Hearing” refers to the hearing at which the Court will make a final
 9 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
 10 meet all applicable requirements for approval.

11 **1.11** “Final Approval Order” refers to the final order by the Court approving the Settlement
 12 following the Final Approval Hearing and entering final judgment.

13 **1.12** “Final Effective Date” refers to the date the Final Approval Order is entered if no objections
 14 to the Settlement are filed. If objections are filed and overruled, and no appeal of the Final Approval Order
 15 is filed, then the Final Effective Date will be sixty (60) calendar days following the date the Final Approval
 16 Order is signed. If an appeal is taken from the Final Approval Order, then the Final Effective Date will be
 17 twenty (20) calendar days after the appeal is withdrawn or after an appellate decision affirming the Final
 18 Approval Order becomes final.

19 **1.13** “Gross Settlement Amount” (“GSA”) refers to the payment of Three Hundred Eighty-Six
 20 Thousand Three-Hundred Sixty-Three Dollars and 60 cents (\$386,363.60) that Defendant is obligated to
 21 make, which does not include the sum of \$10,473.50 that Defendant has already paid to the DOL towards
 22 Civil Money Penalties as part of the DOL Consent Judgment, and which the DOL shall retain and apply
 23 towards CMP penalties. The GSA consists of the following allocated payments.

24	Wages to Employees	\$134,957.93
25	Penalties/Damages/Int to Employees	\$136,157.93
26	Administrator Fees	\$5,000.00
27	Plaintiff Enhancements	\$15,000.00
28	PAGA Penalties	\$5,000.00
	Employer payroll taxes	\$10,327.00
	Attorneys’ Fees to Plaintiffs’ counsel	\$79,920.74

Gross Settlement Amount

\$386,363.60

1.14 Thus, the GSA includes all payments made to Settlement Class Members (i.e., the Net Settlement Amount”), Enhancement Award payments to Class Representatives, all Settlement Administration Costs, the PAGA Award, and attorneys’ fees and litigation costs and expenses to Class Counsel, as approved by the Court.

1.15 “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-approved attorney’s fees and litigation costs (\$79,920.71), Settlement Administration Costs (\$5,000.00), Court-approved Enhancement Awards (totaling \$15,000.00, as described herein), Employer payroll tax contributions (\$10,327.00), and the PAGA Award (\$5,000.00). Accordingly, the NSA equals \$271,115.86, and is the amount that will be available for distribution to Settlement Class Members, including payroll tax withholdings. Although the NSA shall be paid out to the Settlement Class Members by the Settlement Administrator as further described herein, the NSA shall simultaneously be applied and credited towards the DOL Consent Judgment, as described in that agreement.

1.16 “PAGA Award” refers to the Five Thousand Dollars and no cents (\$5,000.00) that will be set aside for the PAGA penalty, with Three Thousand Seven Hundred Fifty Dollars and no cents (\$3,750.00) paid to the LWDA the remaining One Thousand Two Hundred Fifty Dollars and no cents (\$1,250.00) payable to the Settlement Class Members who worked during the PAGA Period.

1.17 “PAGA Period” means June 7, 2020, through the Final Effective Date.

1.18 “Parties” are Plaintiffs and Defendant.

1.19 “Released Claims” are those defined in Section 16, below.

1.20 “Released Parties” include Colmol, Inc., DBA King Graphics, and any other person or entity associated with Defendant, present, future, or former, known or unknown, whom the Plaintiffs might claim to be liable, including, but not limited to any of Defendant’s parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related

1 entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal
2 relationship to each other.

3 **1.21** “Request for Exclusion” refers to a request to be excluded from the Settlement, which must
4 be made in writing in conformity with the requirements set forth in the Class Notice, the Court’s order
5 granting preliminary approval, and herein, and mailed to the Administrator and postmarked on or before
6 the Response Deadline.

7 **1.22** “Response Deadline” refers to a date that is sixty (60) calendar days after the date that the
8 Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for
9 Exclusion, disputes regarding overtime pay owed, and/or objections must be postmarked in order to be
10 timely.

11 **1.23** “Enhancement Awards” refers to a monetary awards to the Plaintiffs, which are allocated as
12 follows: \$3,750 to Rodriguez; \$3,750 to Dominguez; and \$7,500 to Amezcua. The Enhancement Awards
13 are for the Plaintiffs’ service as Class Representatives as described in Section 6 below, and shall be paid
14 for from the GSA, subject to approval by the Court, as described below.

15 **1.24** “Settlement Administrator” refers to the third-party administrator mutually selected by the
16 parties, subject to approval by the Court, to perform the notice, claims administration, and distribution
17 functions further described in this Settlement Agreement.

18 **1.25** “Settlement Administration Costs” refers to the costs and expenses of the administrator, to
19 perform its tasks and duties as provided by this Settlement Agreement. These costs will be paid out of the
20 GSA.

21 **1.26** “Settlement Class Member” refers to Class Members who do not request exclusion from the
22 Settlement pursuant to Section 13, below.

23 **1.27** “Settlement Payment” refers to the individual amount paid to Settlement Class Members.

24 **2. Procedural History and Recitals.**

25 **2.1** On June 7, 2021, Plaintiffs submitted their PAGA letter to the LWDA alleging Defendant
26 failed to pay overtime wages owed, failed to provide accurate itemized wage statements, failed to keep
27 accurate payroll records, and failed to pay timely wages. On August 12, 2021, Plaintiffs filed their class
28 action and representation action complaint alleging Defendant failed to pay overtime wages owed, failed

1 to pay timely wages, failed to provide accurate itemized wage statements, violated the UCL, and owes
2 penalties pursuant to PAGA.

3 **2.2** Shortly thereafter, the Parties agreed to an exchange of informal discovery and to attending
4 a private mediation in an effort to resolve the case. Because the claims asserted by the DOL overlapped
5 with those asserted in this Action, the Parties also invited the DOL to participate in the mediation in an
6 effort to simultaneously resolve this Action and the DOL's separate federal FLSA action. On December
7 1, 2021, the Parties and the DOL attended a full-day, private mediation with an experienced wage and
8 hour mediator, Hon. William McCurine, Jr., and were able to resolve the case on a class basis and
9 subsequently entered into a Memorandum of Understanding. Plaintiff and Defendant subsequently agreed
10 to the terms of this Settlement Agreement, and Defendant and the DOL subsequently agreed to the terms
11 of the DOL Consent Judgment.

12 **2.3** The Parties jointly represent that this is a fair, reasonable, and adequate settlement and have
13 arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant
14 factors, present and potential.

15 **2.4** This Agreement is entered into solely for the purpose of compromising highly disputed
16 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of
17 liability or wrongdoing. Defendant makes no admission of liability or wrongdoing by virtue of entering
18 into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class
19 certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any
20 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the
21 claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This
22 Settlement Agreement, and Plaintiffs' and Defendant's willingness to settle the Action, will have no
23 bearing on, and will not be admissible in connection with, any litigation between the Parties (other than
24 in connection with this Settlement).

25 **2.5** Class Counsel represent that they have thoroughly investigated the claims alleged against
26 Defendant in the Action. Class Counsel represent that they have conducted their own investigation into
27 the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent
28 that they have further undertaken an extensive analysis of the legal principles applicable to the claims

1 asserted against Defendant, and the potential defenses thereto. The Class Representatives and Defendant
2 have had an opportunity to evaluate their respective positions on the merits of the claims asserted.

3 **2.6** Class Counsel has also engaged in intensive arm's-length negotiations with counsel for
4 Defendant and counsel for the DOL with a view toward achieving substantial benefits for the Class while
5 avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.

6 **2.7** As a consequence of said negotiations, and of Class Counsel's investigation, analysis and
7 discovery, Plaintiffs and Class Counsel determined to enter into this Settlement Agreement on the terms
8 and conditions hereinafter set forth, believing such Settlement to be fair, reasonable and adequate and in
9 the best interests of Plaintiffs and the other members of the Class. Plaintiffs and Class Counsel have
10 determined to execute this Settlement Agreement and urge approval by the Court of the Settlement after
11 considering (a) the factual and legal defenses available to Defendant to the claims asserted in the Action,
12 which render the outcome of the Action uncertain; (b) the potential difficulties Plaintiffs and Class
13 Members would encounter in establishing the elements of their claims; (c) the substantial benefits made
14 available to Class Members pursuant to the Settlement; (d) the fact that the Settlement ensures that Class
15 Members will receive relief in the most expeditious and efficient manner practicable, and thus much
16 sooner than would be possible were the claims to be litigated successfully through trial and appeal; and
17 (e) the fact that the Settlement allows persons who would otherwise fall within the definition of the Class,
18 if they so desire, to opt out of the Action and individually pursue any Release Claims that he or she may
19 have.

20 **2.8** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to
21 agree to the terms of the Settlement in order to settle, compromise, and fully resolve the Action and
22 Released Claims (as defined below).

23 **3. Limitation on Effect of Settlement.**

24 The Settlement will not constitute, in this or any other proceeding, an admission of any kind by
25 Defendant, including without limitation, that certification of a class is appropriate or proper or that
26 Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the
27 Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated,
28 any class and representative action, which were certified for settlement purposes only, shall be vacated,

1 and shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or
2 concession of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to
3 challenge certification of a class on all available grounds.

4 **4. Establishment of the GSA.**

5 This Settlement will be made on a non-claims-made basis and will be non-reversionary. Under no
6 circumstances will any of the GSA revert to Defendant. Defendant shall pay a total of no more than the
7 GSA (as described in Section 1.13), which will cover payment by Defendant pursuant to this Settlement
8 Agreement to Settlement Class Members, Settlement Administration Costs, attorneys' fees and litigation
9 costs to Class Counsel, the LWDA's share of PAGA penalties, and Service Awards to Plaintiffs.
10 Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal
11 to the GSA less the attorneys' fees payable to Plaintiff's counsel. (Defendant shall pay the attorneys' fees
12 approved by the Court directly to Class Counsel due to the fact that a portion of the GSA is to be paid in
13 installments over time). Defendant's payment of the GSA shall concurrently satisfy its monetary
14 obligations pursuant to the DOL Consent Judgment, as further described in that agreement.

15 **5. Attorneys' Fees and Costs.**

16 Class Counsel shall request attorneys' fees and reimbursement of litigation costs and expenses in
17 the amount of \$79,920.74 total, i.e., approximately 20% of the GSA. Defendant agrees to not oppose Class
18 Counsel's request for attorneys' fees and costs at this amount. The terms of this Settlement Agreement
19 will not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys'
20 fees or costs than requested by Class Counsel. Any unapproved amount of attorneys' fees and litigation
21 costs will be added to the NSA and be distributed to the Settlement Class Members in proportion to their
22 respective payment amounts.

23 **6. Enhancement Awards.**

24 Class Counsel shall request an Enhancement Awards totaling Fifteen Thousand Dollars
25 (\$15,000.00) for the Plaintiffs, allocated as follows: \$3,750.00 to Rodriguez; \$3,750.00 to Dominguez;
26 and \$7,500.00 to Amezcua. Any unapproved amounts will be added to the NSA and be distributed to the
27 Settlement Class Members in proportion to their respective previously-calculated payment amounts.
28

1 **7. PAGA Award.**

2 Subject to Court approval, \$5,000.00 shall be attributed to Plaintiffs' claims under PAGA. The
3 Settlement Administrator shall apportion and distribute the \$5,000.00 payment as follows: (a) \$3,750.00
4 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
5 (b) \$1,250.00 shall be added to the NSA and distributed in equal shares to the Settlement Class Members
6 who worked during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA
7 claims.

8 **8. Costs of Settlement Administration.**

9 The Parties have mutually agreed to the selection of CPT Group, Inc. ("Settlement
10 Administrator"), to undertake the administration of the Settlement in this Action. The Parties estimate that
11 the costs and expenses of administration of the settlement will not exceed \$5,000.00.

12 **9. Calculation of the NSA, Payment Plan, and Distribution of Settlement Proceeds.**

13 **9.1** This settlement is a "non-claims-made" settlement. As described in Section 9.2 herein, each
14 Settlement Class Member will be entitled to a share of the NSA in accordance with the verified overtime
15 pay owed to each Class Member during the Class Period according to Defendant's records, as calculated
16 by the DOL (but in no case less than \$40.00 from the NSA, plus the Class members share of the PAGA
17 penalties, even if the DOL calculation was less).

18 **9.2** The distribution of the NSA and PAGA penalties among Class Members is based on the
19 overtime pay owed according to Defendant's records, as calculated by the DOL (or, if the DOL
20 calculations did not indicate that payment was owed, a minimum payment of \$51.79), with individual
21 awards ranging from \$51.79 to \$18,932.67 with a mean average Class member payout of \$2,569.49.

22 **9.3** The amount distributed to Settlement Class Members, plus all required withholdings, shall
23 not exceed the NSA plus the employees' share of the PAGA award.

24 **9.4** If a Class Member timely and validly submits a Request for Exclusion, as set forth herein,
25 his or her share, except for his or her share of the PAGA Award, will be turned over to the Federal
26 Department of Labor, which will handle those distributions (due to the fact that there is no option to opt
27 out of the Federal Consent Judgment). The moneys paid out by the DOL to a Class Member opting out
28

1 of this Class Settlement, shall serve as an offset to any state court wage claim that Class Member may
2 assert, to the extent it arises within the Class Period.

3 **9.5** Payments to Class Members pursuant to this Settlement Agreement will not be construed as
4 compensation for purposes of determining eligibility for or benefit calculations of any health and welfare
5 benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including,
6 without limitation, all plans, subject to Employee Retirement Income Security Act (“ERISA”).
7 The Parties agree these payments do not represent any modification of any employee’s previously-
8 credited hours of service or other eligibility criteria under any employee pension benefit plan, employee
9 welfare benefit plan, or other program or policy.

10 **9.6** Pursuant to the settlement reached during the mediation of this matter with the DOL,
11 Defendant has agreed to a total settlement of the GSA (\$386,363.60), in addition to the sum of \$95,000.00
12 to settle three individual employee discrimination claims¹ pending with the EEOC, which are the subject
13 of separate settlement agreements which are not part of this Action. However, the settlement of this
14 Action, the individual EEOC claims and the DOL Consent Judgment are all contingent upon the global
15 resolution of all claims. The deadlines set forth below are contingent upon DOL Consent Judgment being
16 approved, and the individual EEOC Settlement Agreements executed before the Final Effective Date.

17 **9.7** The terms of the settlement call for Defendant to make a lump sum payment of \$356,363.60,
18 and the remaining \$125,000.00 to be paid in monthly installments over a 16-month period starting
19 February 15, 2022. Defendant shall make a lump sum payment of the GSA, less attorney's fees
20 (\$306,442.86) to the Settlement Administrator within five (5) business days after the Final Effective Date.
21 The remainder of the \$356,363.60 payment (\$49,920.74) shall be made to Class Counsel within 5 business
22 days after the Final Effective Date. Within 5 business days after the Final Effective Date, Defendant shall
23 pay to Class Counsel any of the installment payments that have become payable as of that date, and
24 thereafter make the remaining installment payments to Class Counsel as they become due.

25 **9.8** Within ten (10) calendar days of the Final Effective Date, the Settlement Administrator will
26 calculate and pay all Settlement Class Members’ Settlement Payments (\$271,115.86) and the Settlement
27

28 ¹ The \$95,000 settlement is allocated \$25,000 to Stephanie Rodriguez, \$30,000 to Mayra Dominguez,
and \$40,000 to Jesus Jimenez.

1 Class Members and LWDA's respective shares of the \$5,000 PAGA Award (\$1,250.00 and \$3,750.00
2 respectively). As soon as practicable thereafter, the Settlement Administrator shall calculate and pay the
3 other outstanding payments in full in the following order: (a) the Class Representative Enhancement
4 Awards (\$15,000.00 total, as approved by the Court); (b) Settlement Administration Costs (\$5,000.00, as
5 approved by the Court), and (c) payments to the DOL for funds otherwise payable to Settlement Class
6 Members who have opted out.

7 **9.9** Settlement Class Member Settlement Payment checks that are not cashed within one hundred
8 and eighty (180) calendar days from the date of issuance by the Settlement Administrator will be voided
9 and the funds transferred from the Settlement Administrator to the DOL for disposition under the terms
10 of the DOL Consent Judgment.

11 **9.10** Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged
12 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
13 omission or commission, the same is true for the Settlement Administrator.

14 **10. Tax Treatment.**

15 **10.1 Tax Treatment of Class Member Settlement Payments:** Of the Settlement Payment
16 amounts paid to individual Settlement Class Members, one-half (\$134,957.93) shall be allocated as wages
17 allegedly due and will be subject to required legal deductions and reported on a Form W-2, and the
18 remainder shall be allocated as alleged interest, penalties, and liquidated damages and will be reflected on
19 a Form 1099. The W-2s and 1099s will be prepared and distributed by the Settlement Administrator.

20 **10.2 Tax Treatment of Service Awards:** Plaintiffs will receive an IRS Form 1099 for their
21 individual Service Awards and will be responsible for payment of any taxes owing on said amounts.

22 **10.3 Tax Treatment of Attorneys' Fees and Cost Award:** Class Counsel will receive an IRS
23 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
24 responsible for payment of any taxes owing on said amount.

25 **10.4 No Tax Advice:** Neither Plaintiffs nor Defendant, nor the Parties' attorneys, shall give or
26 are giving any tax advice in connection with the Settlement or any payments to be made pursuant to this
27 Settlement. Each Settlement Class Member agrees to indemnify and hold harmless Defendant from any
28 liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share

1 of taxes, interest, fees, or penalties owed.

2 **11. Notice Administration.**

3 **11.1** Within twenty (20) calendar days of the later of the Preliminary Approval Order or court
4 approval of the settlement notice to the class Defendant shall provide the Settlement Administrator with
5 the following information (the "Class Data List"):

6 (a) the names, last known addresses, last known telephone numbers, and Social Security
7 numbers of each Class Member; and

8 (b) the amount of wage payments, non-wage payments and PAGA penalties to be paid
9 to each Class Member.

10 **11.2** Upon its receipt of the Class Data List, the Settlement Administrator shall access the National
11 Change of Address ("NCOA") Database, and update the addresses contained therein.

12 **11.3** Within thirty-five (35) days of the later of the Preliminary Approval Order or court approval
13 of settlement notice to the class, the Settlement Administrator shall provide the Class Notice by bulk first
14 class mail, forwarding requested, to the Class Members at the addresses identified through the process
15 described above.

16 **11.4** As to any Class Notices that are returned as undeliverable, or where the NCOA Database
17 indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the
18 Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail
19 within five (5) calendar days of the date on which the Settlement Administrator is informed that a Class
20 Notice is undeliverable or otherwise invalid.

21 **11.5** Other than the obligations set forth in this Settlement Agreement, the Parties will have no
22 additional obligation to identify or locate any Class Member.

23 **11.6** The Parties will not be responsible for nor have any liability in connection with the provision
24 of Class Member data to the Settlement Administrator, outside of the obligations set forth in this
25 Settlement Agreement. The Settlement Administrator and all those working through, in concert with, or
26 on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
27 confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement
28 Agreement, including calculating each Class Member's potential share of the Settlement.

1 **11.7** The Settlement Administrator shall provide Defendant's counsel and Class Counsel with
2 weekly summary reports, including the total number of Class Notices that were returned as undeliverable,
3 the total number of objections, and disputes regarding overtime pay owed, and/or Requests for Exclusion.
4 The Settlement Administrator shall maintain records of its work, which will be available for inspection
5 upon request by the Parties.

6 **12. Class Notice and Notification of Overtime Pay Owed.**

7 **12.1** The Class Notice will be a pre-printed notice in both English and Spanish, in substantially
8 the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information
9 contained on the Class Notice, the Class Notice will state total estimated amount of the payment, and the
10 overtime wages calculated by the DOL to be paid to each Class Member.

11 **13. Request for Exclusion.**

12 **13.1** Any Class Member may elect to opt out of the Settlement by submitting a written Request
13 for Exclusion from the Settlement to the Settlement Administrator, postmarked no later than the Response
14 Deadline. The Request for Exclusion must contain the following: the Class Member's full name, signature,
15 address and last four digits of his or her social security number, and a clear statement that he or she seeks
16 to be excluded from the Settlement. The Settlement Administrator shall immediately send all Requests for
17 Exclusion to Defendant's counsel and Class Counsel. A Class Member who fails to comply with the opt
18 out procedure set forth herein on or before the Response Deadline will not be excluded and will instead
19 be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto.

20 **13.2** Any Class Member who elects to opt out of the Class in the manner and within the time limits
21 specified above and in the Class Notice: (1) will not have any rights under the Settlement Agreement;
22 (2) will not be entitled to receive any compensation under this Settlement Agreement; (3) will not have
23 standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement
24 Agreement.

25 **13.3** Except for persons who elect to opt out of the Settlement in the manner and within the time
26 limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members
27 will be deemed to be within the Class for all purposes under this Settlement Agreement, and will be bound
28 by the terms and conditions of this Settlement Agreement, including all orders issued pursuant thereto.

1 **13.4** If the Settlement Agreement is given final approval, it will operate as a full, complete, and
2 final release of all the Released Claims of the Class Representatives and all Settlement Class Members,
3 and as an effective covenant not to sue.

4 **13.5** Class Members will be notified in writing of any deficiencies in Requests for Exclusion and
5 will be permitted no more than fifteen (15) days to cure all deficiencies in writing. Failure to execute a
6 timely Request for Exclusion form shall invalidate the Request for Exclusion.

7 **14. Objections.**

8 Any Class Member who does not request exclusion from the Settlement may object to the
9 Settlement Agreement by sending the Settlement Administrator, not later than the Response Deadline, a
10 written statement objecting to the Settlement. The written objection must contain: the Class Member's
11 full name, address, last four digits of his or her social security number, dates of employment as a non-
12 exempt, hourly-paid employee of Defendant in California, the case name and number of the Action
13 (*Stephanie Rodriguez, et al. v. Colmol, Inc., DBA King Graphics*, San Diego County Superior Court Case
14 No. 37-2021-00034563-CU-OE-CTL), and a clear statement of the basis for the objection. The Settlement
15 Administrator shall immediately send all objections to counsel for Defendant and Class Counsel.

16 Counsel for the Parties shall file any responses to any objections at the time the Motion for Final
17 Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their objections or
18 opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

19 All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to
20 submit an opt out request or objection, nor encourage any Class Member to appeal from the final judgment.

21 If an objector also wishes to appear at the Final Approval Hearing, in person or through an attorney,
22 he or she need not file a notice of intention to appear at the same time as the objection is filed. Filing the
23 notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing.
24 If a Class Member submits both a Request for Exclusion and a written objection, the Request for Exclusion
25 shall be void and the Class Member shall be deemed part of the Class and bound by the Judgment upon
26 approval by the Court.
27
28

1 **15. Resolution of Disputes.**

2 If a Class Member timely disputes the number of verified overtime pay owed listed on his or her
3 Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records
4 and either verify the calculation or provide a corrected calculation. Disputes must be in writing and
5 submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The dispute
6 must contain: Class Member's full name, address, signature, and last four digits of his or her Social
7 Security number; the case name and number of the Action (*Stephanie Rodriguez, et al. v. Colmol, Inc.,*
8 *DBA King Graphics*, San Diego County Superior Court Case No. 37-2021-00034563-CU-OE-CTL), and
9 any facts supporting the Class Member's dispute, along with any supporting materials confirming that the
10 overtime pay owed that is attributed to him or her is incorrect. The Settlement Administrator's
11 determination of disputes will be final and non-appealable.

12 **16. Released Claims.**

13 Upon Defendant's deposit of the GSA with the Settlement Administrator, Plaintiffs and all other
14 Settlement Class Members will release the Released Parties from any and all claims that were asserted in
15 the Complaint, including claims under Labor Code sections 204, 210, 226, 226.3, 510, 1194, 1198, IWC
16 Wage Order § 3, California Business and Professions Code sections 17200, *et seq.* (UCL), and California
17 Labor Code section 2698, *et seq.* based on violations of the above Labor Code provisions, or any and all
18 claims that could have arisen out of the allegations made in the Complaint based on or arising out of the
19 same factual predicate alleged therein. Additionally, upon Defendant's deposit of the GSA with the
20 Settlement Administrator, Plaintiffs and all other Settlement Class Members will release the Released
21 Parties from any and all claims that were asserted in the DOL Lawsuit, including claims for unpaid
22 overtime wages and liquidated damages under the FLSA, 29 U.S.C. §§ 207 and 216.

23 **16.1 Plaintiffs' General Release:**

24 In addition to the Released Claims, Plaintiffs shall be bound by a compete and general release of
25 all claims under any and all applicable federal and state laws and/or regulations as to the Released Parties,
26 and shall also be bound by a California Civil Code section 1542 release and waiver of all claims known
27 and unknown, without exception, except as may be prohibited by law, such as claims for workers'
28 compensation benefits. California Civil Code section 1542 reads as follows:

1 **“A general release does not extend to claims that the creditor or releasing party**
2 **does not know or suspect to exist in his or her favor at the time of executing the**
3 **release and that, if known by him or her, would have materially affected his or**
4 **her settlement with the debtor or released party.”**

5 Notwithstanding the foregoing, Plaintiff Stephanie Rodriguez and Plaintiff Mayra
6 Dominguez’s general release of Released Claims shall not include their individual claims under Title VII
7 of the Civil Rights Act of 1964 (“Title VII”), California’s Fair Employment and Housing Act (“FEHA”),
8 and/or the Civil Rights Act of 1866, 42 U.S.C. § 1981 (as amended), which are the subject of separate
9 individual settlement agreements

10 **17. Application for Preliminary Approval.**

11 **17.1** Within 30 business days after the Parties’ execution of this Settlement Agreement, Plaintiffs
12 shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order
13 that contains the following provisions:

14 **17.1.1** preliminarily approving the Settlement Agreement and its terms;

15 **17.1.2** preliminarily approving and certifying the Class for settlement purposes only;

16 **17.1.3** approving the form of the Class Notice, and finding that the proposed method
17 of disseminating the Class Notice meets the requirements of due process and is the best notice
18 practicable under the circumstances;

19 **17.1.4** establishing the procedures and the deadline by which Settlement Class
20 Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or
21 dispute their Settlement Shares; and

22 **17.1.5** setting a date for the Final Approval Hearing.

23 **17.2** Counsel for Defendant will be given an opportunity to review and comment on the motion
24 for preliminary approval of the Settlement prior to its being filed with the Court, and such comments will
25 be implemented to the extent reasonable.
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1 **18. Final Approval Order and Final Judgment.**

2 **18.1** If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request
3 that the Court enter an order granting final approval of the Settlement and judgment based thereon
4 (“Final Approval Order and Judgment”), which includes the following provisions:

5 **18.1.1** confirming certification of the Class for settlement purposes only;

6 **18.1.2** finding that the dissemination of the Class Notice in the form and manner
7 ordered by the Court was accomplished as directed, and met the requirements of due process;

8 **18.1.3** finally approving the Settlement Agreement and the Settlement as fair,
9 reasonable and adequate, and directing consummation of the Settlement in accordance with its
10 terms and provisions;

11 **18.1.4** directing the Parties to implement the terms of the Settlement Agreement;

12 **18.1.5** releasing and discharging the Released Parties from any and all liability with
13 respect to the Released Claims as hereinabove provided;

14 **18.1.6** resolving and settling all the Released Claims by the Class Representatives
15 and all Settlement Class Members, as herein above provided, with the release precluding them
16 from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual
17 or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other
18 capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration
19 or mediation proceeding or any other similar proceeding, against any of the Released Parties, that
20 asserts any Released Claims;

21 **18.1.7** awarding reasonable attorneys’ fees and litigation costs to Class Counsel as
22 determined by the Court;

23 **18.1.8** awarding an Enhancement Awards to the Class Representatives as determined
24 by the Court;

25 **18.1.9** awarding Settlement Administration Costs to the Settlement Administrator as
26 determined by the Court;

27 **18.1.10** approving the allocation of PAGA Penalties to the LWDA;

28 **18.1.11** entering final judgment on the Complaint; and

1 **18.1.12** preserving continuing and exclusive jurisdiction over all matters related to the
2 administration and consummation of the terms of this Settlement and enforcement of the
3 Judgment.

4 **18.2** Counsel for Defendant will be given an opportunity to comment on the motion for final
5 approval of the Settlement prior to its being filed with the Court, and such comments will be implemented
6 to the extent reasonable.

7 **19. Effect of Settlement Not Being Final.**

8 In the event that the Settlement does not become final, then the Settlement Agreement will become
9 null and void, and all negotiations, proceedings, and statements relating thereto will be without prejudice
10 as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors
11 will be deemed to have reverted to their respective positions in the Action as of the date and time
12 immediately prior to the execution of this Settlement Agreement. If the Court does not approve either
13 preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects
14 a material change to the Parties' settlement (including but not limited to the scope of release to be granted
15 by Settlement Class Members or the binding effect of the Settlement on Class Members), the Parties shall
16 work together in good faith to address any concerns raised by the Court and propose a revised Settlement
17 for the Court's approval.

18 **20. Withdrawal From Settlement Based on Requests for Exclusion.**

19 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement if
20 Class Members representing more than an aggregate total of 7% of the Class Members opt out of the
21 settlement. Defendant must provide written notice to Class Counsel of its withdrawal within thirty (30)
22 calendar days of the Response Deadline. All signatories and their counsel agree not to encourage opt-outs.
23 Class Counsel and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any
24 means. If Defendant exercises this right, it shall be solely responsible for the costs incurred for settlement
25 administration up to the date of nullification.

26 **21. No Admissions.**

27 The Parties understand and agree that this Settlement Agreement is the result of a good faith
28 compromise of disputed claims, and no part of this Settlement Agreement, or any conduct or written or

1 oral statements made in connection with this Settlement and this Settlement Agreement, including the
2 Memorandum of Understanding, whether or not the Settlement is finally approved and/or consummated,
3 or the negotiations leading to the Settlement Agreement, or any document filed in support thereof, should
4 be construed as an admission or concession of any kind by Defendant or any of the Released Parties.

5 **22. Avoidance of Undue Publicity.**

6 Except as required to obtain preliminary or final approval in this case, Plaintiff and Class Counsel
7 agree not to publicize the amount or other terms of this settlement to any person. Nothing herein will
8 restrict Class Counsel from including publicly available information regarding this settlement in future
9 judicial submissions regarding Class Counsel's qualifications and experience. Nothing herein will
10 restrict Defendant from disclosing the terms of settlement to vendors, manufacturers or customers as
11 Defendant deems appropriate in announcing or explaining the DOL Consent Judgment.

12 **23. No Retaliation.**

13 Defendant agrees that it will not engage in discrimination or retaliation of any kind against the
14 Class Representatives as a result of filing this action, or for giving testimony, assistance, or participating
15 in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Class Member
16 for choosing to participate or not participate in this Settlement.

17 **24. Construction.**

18 This Settlement Agreement was entered into after substantial good faith, arm's-length negotiations
19 between the Parties. This Settlement Agreement has been entered into without any coercion and under no
20 duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement
21 Agreement so that it will not be deemed to have been prepared or drafted by one party or another.

22 **25. Advice of Counsel**

23 The Parties to this Settlement Agreement are represented by competent counsel, and they have had
24 an opportunity to consult with counsel. The Parties to this Settlement Agreement agree that it reflects their
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1 good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks
2 and costs of further litigation and the assessments of their respective counsel.

3 **26. Entire Agreement.**

4 This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the
5 Parties with respect to its subject matter and supersedes any and all other prior agreements and all
6 negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding
7 the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties,
8 promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any
9 of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in
10 this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be
11 approved without material alteration that substantially changes or increases the cost of compliance with
12 this Settlement Agreement in order for this Settlement Agreement to become effective. Before invoking
13 this provision to challenge the effectiveness of this Settlement Agreement, the invoking party shall consult
14 with, and if necessary mediate in good faith with, the other party in an effort to resolve any such challenge.

15 **27. Modification or Amendment.**

16 This Settlement Agreement may not be modified or amended except in a writing signed by all
17 signatories hereto or their attorneys or their successors in interest.

18 **28. Successors.**

19 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and
20 their respective heirs, executors, administrators, successors and assigns, and upon any corporation,
21 partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

22 **29. Counterparts & Electronic Signature.**

23 This Settlement Agreement may be executed in counterparts, each of which will be deemed an
24 original, and all of which together will constitute one and the same instrument. Further, the Parties agree
25 that this agreement may be executed electronically pursuant to C.C.P. § 1633.1.
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30. Waivers.

The waiver by any Party of any breach of this Settlement Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

31. Governing Law.

This Settlement Agreement will be governed by and construed, enforced, and administered in accordance with the laws of the State of California.

32. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and will not be given weight in its construction.

33. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members, must be in writing and mailed as follows:

33.1 To Class Counsel: to the attention of Craig Ackerman, Esq., Ackermann & Tilajef, P.C., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035, and to Tatiana Hernandez, Esq., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035. To Defendant and counsel for Defendant: to the attention of William Browning, Esq., Browning Hocker, 501 West Broadway, Suite 540, San Diego, CA 92101.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiffs and Proposed Class Representatives

Dated: 3/4/2022 | 8:38 PM PST, 2021

By:

DocuSigned by:

Stephanie R.

29DC6F0981774E4...

Stephanie Rodriguez

Dated: 3/3/2022 | 1:17 PM PST, 2021

By:

DocuSigned by:

Mayra Dominguez

7F8F99B51A5F491...

Mayra Dominguez

Dated: 3/2/2022 | 5:12 PM PST, 2021

By: _____

DocuSigned by:



EA4C08F6E2DD4DC...

Maricela Amezcua

Colmol, Inc., DBA King Graphics

Dated: _____, 2021

By: _____

Sean Mundy, its President

APPROVED AS TO FORM:**Counsel for Plaintiffs and Proposed Class Counsel**

Dated: 3/1/2022 | 4:39 PM PST, 2021

By: _____

DocuSigned by:



6F3C75CDED5444B...

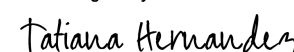
Craig Ackermann

Ackermann & Tilajef, P.C.

Dated: 3/2/2022 | 3:44 PM PST, 2021

By: _____

DocuSigned by:



56134847C3C542C...

Tatiana Hernandez

Law Office of Tatiana Hernandez, P.C.

Counsel for Defendant

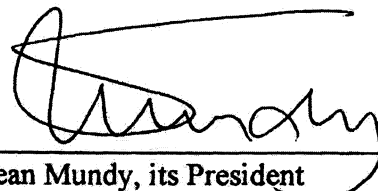
Dated: _____, 2021

By: _____

William Browning
Browning Hocker

Dated: _____, 2021 By: _____
Maricela Amezcua

Colmol, Inc., DBA King Graphics

Dated: 03/16/2022 ~~2021~~ By: 
Sean Mundy, its President

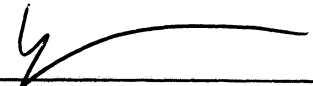
APPROVED AS TO FORM:

Counsel for Plaintiffs and Proposed Class Counsel

Dated: _____, 2021 By: _____
Craig Ackermann
Ackermann & Tilajef, P.C.

Dated: _____, 2021 By: _____
Tatiana Hernandez
Law Office of Tatiana Hernandez, P.C.

Counsel for Defendant

Dated: 3/16/22, 2021 By: 
William Browning
Browning Hocker