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*Attorneys for Defendants DTB INVESTMENTS, INC. and DANIEL BRADLEY
BRINDERSON*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

ORANGE COUNTY SUPERIOR COURT

AZUCENA Y. SANCHEZ, individual and
class representative on behalf of herself
and all other similarly situated non-exempt
former and current employees,

Plaintiffs,

v.

DTB INVESTMENTS, INC., a California
Corporation; DANIEL BRADLEY
BRINDERSON, an individual; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01210888-CU-OE-CXC

CLASS ACTION

[Assigned to the Hon. Randall J. Sherman,
Dept. CX105, for all purposes]

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

Case Filed: July 15, 2021

1 This Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) is made
2 by and between Plaintiff Azucena Y. Sanchez (“Plaintiff(s)”), individually and on behalf of the
3 Class Members and Aggrieved Employees, on the one hand, and Defendants DTB Investments,
4 Inc. and Daniel Bradley Brinderson (collectively, “Defendant(s)”), on the other hand, after Plaintiff
5 and Defendants engaged in informal discovery, participated in a full day of mediation, and
6 negotiated this Agreement at arms-length. Plaintiff and Defendants are referred to in this
7 Agreement collectively as the “Parties,” or individually as a “Party.” Capitalized terms used herein
8 shall have the meanings set forth in Article I or as defined elsewhere in this Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by
10 the Participating Class Members, a release by Aggrieved Employees, and a general release of
11 claims by Plaintiffs, Defendant agree to pay a settlement amount of One Hundred Forty Thousand
12 Dollars and Zero Cents (\$140,000.00) (the “Settlement Amount”) as set forth herein.

13 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to
14 the approval of the Court pursuant to the California Rules of Court, that the Settlement of the
15 Action shall be effectuated subject to the following terms and conditions.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the putative class lawsuit filed by Plaintiff against Defendants on
21 July 15, 2021, in Orange County Superior Court, Case No. 30-2021-01210888-CU-OE-CXC,
22 alleging the following claims: (1) failure to provide required meal periods; (2) failure to provide
23 required rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum wage, (5)
24 failure to pay timely wages, (6) failure to pay all wages due to discharged and quitting employees,
25 (7) failure to maintain required records, (8) failure to furnish accurate, itemized wage statements,
26 (9) failure to indemnify employees for necessary expenses incurred in discharge of duties, and (10)
27 unfair and unlaw business practices in violation of the Unfair Competition Law, Calif. Bus. & Prof.
28

Code §§17200 *et. seq.* (“UCL”). The Action will be amended to add a PAGA claim, as set forth in Section 3.01, below,

b. “Aggrieved Employees” means all current and former non-exempt employees of DTB Investments, Inc., Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP, Maywood Express Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and/or Ropa Partners LP in California at any time during the PAGA Period.

c. “Agreement” means this Stipulation and Settlement of Class Action Claims, including any attached Exhibit(s).

d. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

e. “Check-Cashing Period” means the period of 180 days after the date Individual Settlement Payment checks are issued.

f. “Claims and Allegations at Issue” means all of the claims and allegations asserted in (i) the First Amended Complaint to be filed as set forth in Section 3.01 below; (ii) the Complaint filed by Plaintiff against Defendants on July 15, 2021; (iii) the letters sent to the LWDA on behalf of Plaintiff dated July 16, 2021 and April 13, 2022; and (iv) any claims or allegations that could have been asserted under any applicable Industrial Welfare Commission (“IWC”) Wage Order.

g. “Class” means all current and former non-exempt employees, who did not sign arbitration agreements, who are or were employed by DTB Investments, Inc., Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP, Maywood Express Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and/or Ropa Partners LP in California at any time during the Class Period.

h. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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 Grant Joseph Savoy, SBN 284077
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 E: grant@soloukisavoy.com
 shoham@soloukisavoy.com

i. “Class List” means a list based on Defendant DTB Investments, Inc.’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked during the Class Period and/or Qualifying Pay Periods worked during the PAGA Period.

j. “Class Members” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

k. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A**.

l. “Class Period” means October 12, 2017 through December 31, 2022.

m. “Class Representative” means the named Plaintiff in the operative complaint in this Action seeking Court approval to serve as a Class Representative.

n. “Court” means the Orange County Superior Court, where the Action is currently pending.

o. “Defendants” mean DTB Investments, Inc., and Daniel Bradley Brinderson.

p. “Defense Counsel” means counsel for Defendant, who are:

Boris Sorsher (SBN 251718)
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 Lisa L. Peterson (SBN 292798)
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 Facsimile: (949) 851-0152

q. “Effective Date” of this Settlement means the later of the following: (i) if there are no objections to the Settlement, then the day Judgment is entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.

r. “Final Fairness and Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve and implement the Settlement pursuant to the terms of this Agreement.

s. “Final Order” means the final order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

t. “Gross Settlement Amount” means the settlement amount of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) which Defendant DTB Investments, Inc., shall pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Payments, Attorneys’ Fees and Costs, the Enhancement Payments, Settlement Administration Costs, and the LWDA Payment. Based on its records, Defendants estimate that, as of December 1, 2022, there are 70 Class Members and 3,835 workweeks during the Class period. Should the actual number of workweeks as of December 31, 2022 be more than 10% higher than 3,835 workweeks, the Gross Settlement Amount shall automatically increase proportionally for each percentage point over 10%. For example, if the number of workweeks increases by 11% the Gross Settlement Amount will increase by 1%. Likewise, if the number of workweeks increases by 12% the Gross Settlement Amount will increase by 2%.

u. “Employer's Share of Payroll Taxes” means Defendant DTB Investments, Inc.’s portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be submitted by Defendant DTB Investments, Inc., to the Settlement Administrator in addition to the Gross Settlement Amount.

1 v. "Enhancement Payment" means a monetary award subject to Court approval of up
2 to Five Thousand Dollars and Zero Cents (\$5,000.00) that will be paid to Plaintiff pursuant to
3 Section 3.07 (d) of this Agreement.

4 w. "Individual Class Settlement Payment" means each Participating Class Member's
5 pro rata share of the Net Settlement Amount calculated according to the number of Workweeks
6 worked during the Class Period.

7 x. "Individual PAGA Settlement Payment" means each Aggrieve Employee's pro rata
8 share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods
9 worked during the PAGA Period.

10 y. "LWDA" means the California Labor and Workforce Development Agency.

11 z. "LWDA Payment" means the portion of the PAGA Payment payable to the LWDA.

12 aa. "Motion for Final Approval" means Plaintiff's submission of a written motion,
13 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
14 the Settlement Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval
15 Hearing, and to enter a Final Order in this Action.

16 bb. "Motion for Preliminary Approval" means Plaintiff's written motion, including any
17 evidence as may be required for the Court to grant preliminary approval of the Settlement
18 Agreement as required by Rule 3.769 of the California Rules of Court.

19 cc. "Net Settlement Amount" means the Gross Settlement Amount less the amount
20 allocated to Settlement Administration Costs, Attorneys' Fees and Costs, Enhancement Payments,
21 and the PAGA Payment.

22 dd. "Non-Participating Class Member" means any Class Member who opts out of the
23 Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

24 ee. "Objection" means a Class Member's timely submission of a written objection from
25 the Class Settlement, which must explain the reason for the objection and be signed by the Class
26 Member.

27 ff. "Operative Complaint" means the First Amended Complaint pursuant to Section
28 3.01, below.

1 gg. “PAGA” means the California Private Attorneys General Act of 2004, which is
2 codified in California Labor Code §§ 2698, *et seq.*

3 hh. “PAGA Payment” means the amount payable from the Maximum Settlement
4 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)
5 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

6 ii. “PAGA Period” means the period from October 12 ,2020 through December 31,
7 2022.

8 jj. “Pay Period” means any pay period during which an Aggrieved Party worked at
9 least one day for as a non-exempt employees in California during the PAGA Period.

10 kk. “Participating Class Member” means a Class Member who does not timely request
11 to be excluded from the Settlement and will therefore receive a share of the Net Settlement
12 Amount.

13 ll. “Preliminary Approval Date” means the date the Court preliminarily approves the
14 Settlement in accordance with the terms of this Agreement.

15 mm. “Preliminary Approval Order” means the order the Court enters approving and
16 authorizing the mailing of the Notice by the Settlement Administrator, setting the date of the Final
17 Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth in this
18 Agreement, among other things.

19 nn. “Released Class Claims” means the claims being released as described in Section
20 4.01, below.

21 oo. “Released PAGA Claims” means the claims being released as described in Section
22 4.02, below.

23 pp. “Released Parties” are defined in Section 4.01, below.

24 qq. "Request for Exclusion " means the Class Member’s timely submission of a written
25 request to be excluded from the Class Settlement signed by the Class Member.

26 rr. “Settlement” means the final resolution and disposition of the Action pursuant to
27 this Agreement.

ss. "Settlement Administration Costs" means all costs (not to exceed \$6,000.00) incurred by the Settlement Administrator in administering the Settlement, including, but not limited to, the following: (i) printing, mailing and re-mailing (if necessary) of Class Notice to Class Members in English and Spanish; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Enhancement Award, Attorneys' Fees and Costs, and the LWDA Payment; (iv) processing and validating Request for Exclusion Forms and Notices of Objection; (v) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

tt. "Settlement Administrator" means ILYM Group, Inc., which will be responsible for the administration of the Settlement pursuant to the terms of this Agreement.

uu. "Workweeks" means any week during which a Class Member worked at least one day as non-exempt employees in California during the Class Period.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation to Class Certification for Settlement Purposes

The Parties agree that the Action will be stayed until the request for preliminary and final approval of the Settlement is either granted or denied, with the exception of Plaintiff filing a First Amended Complaint as set forth in Section 3.01 below. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Defendants do not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all

1 available defenses to the claims in the Action, and Sanchez reserves the right to move for class
2 certification on any grounds available and to contest Defendants' defenses.

3 **Section 2.02: Continued Best Efforts to Obtain Court Approval of Settlement**

4 The Parties and their respective counsel shall take all steps that may be requested by the
5 Court relating to the approval and implementation of the Settlement in accordance with the terms
6 of this Agreement and shall use their respective best efforts to obtain Court approval and to
7 implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or
8 the Motion for Final Approval, the Parties agree to meet and confer to address the Court's
9 concerns. If the Parties are unable to reach a resolution, the Parties agree to seek the assistance of
10 mediator Marc Feder to resolve the dispute.

11 **Section 2.03: Effect of Non-Occurrence of Effective Date**

12 If the Effective Date does not occur, the Parties agree as follows:

- 13 (a) Any conditional certification of the Class will be vacated and Plaintiffs,
14 Defendant, and the Class will be returned to their positions with respect to
15 the Action as if this Agreement had not been entered into. Any Settlement
16 Administration costs incurred to that point will be split by the Parties.
- 17 (b) Any orders of the Court preliminarily or finally approving certification of
18 any class contemplated by this Agreement shall be null, void, and vacated,
19 and shall not be used or cited thereafter by any person or entity.
- 20 (c) The fact that the Parties were willing to stipulate to certification for the
21 purposes of this Agreement shall have no bearing on, nor be admissible in
22 connection with, the issue of certification of the Class with respect to any
23 cause of action alleged in the Action.
- 24 (d) The fact of the settlement terms reflected in this Agreement and the fact that
25 Defendants did not oppose the certification of a Class under this Agreement
26 or that the Court preliminarily approved the certification of the Class shall
27 not be used or cited thereafter by any person or entity in any manner
28

1 whatsoever, including without limitation any contested proceeding relating
2 to the certification of any class.

3 (e) This Agreement shall be deemed null and void, shall be of no force or effect
4 whatsoever, and shall not be referred to or used for any purpose whatsoever.

5 **ARTICLE III**

6 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

7 The procedure for obtaining Court approval of and implementing this Agreement shall be as
8 follows:

9 **Section 3.01: Filing of First Amended Complaint**

10 As part of this Settlement, the Parties shall stipulate to the filing a First Amended
11 Complaint (“FAC”) in the Action, which shall add a representative claim under California’s Private
12 Attorneys General Act (“PAGA”), which PAGA claim shall be based on the same facts and
13 theories as Plaintiff’s Labor Code claims set forth in its initial Complaint. The FAC will allege
14 claims under PAGA during the PAGA Period of October 12, 2020 to December 31, 2022. The
15 FAC shall become the Operative Complaint in the Action. All material allegations in the FAC
16 shall be deemed denied by Defendants without the necessity of Defendants filing an Answer to the
17 FAC or any other pleading in the Action. The FAC shall be submitted by Plaintiff prior to the
18 Motion for Preliminary Approval.

19 **Section 3.02: Preliminary Approval and Conditional Class Certification**

20 Within 60 days of this Stipulation and Settlement of Class Action Claims being executed by
21 all Parties, Plaintiffs will submit the Motion for Preliminary Approval along with this Agreement to
22 the Court for preliminary approval pursuant to Rule 3.769 of the California Rules of Court.
23 Plaintiffs’ Motion for Preliminary Approval will request an order conditionally certifying the Class.
24 The Motion for Preliminary Approval will request a hearing date for the Final Fairness and
25 Approval Hearing to be included in the Preliminary Approval Order. Defendants will not oppose
26 the Motion for Preliminary Approval. 14 days prior to submission of the Motion for Preliminary
27 Approval, Plaintiff’s counsel will prepare and deliver to Defense Counsel a draft of the Motion for
28

1 Preliminary Approval papers, including the draft of the notice, memorandum in support, and any
2 supporting declarations.

3 **Section 3.03: The Settlement Administrator**

4 **a. Settlement Administrator Duties, Generally**

5 The Parties have chosen ILYM Group, Inc. to administer the Settlement pursuant to this
6 Agreement and to act as the Settlement Administrator. The Settlement Administrator shall perform
7 all functions required under this Agreement and take necessary steps to effectuate the Settlement,
8 including, but not limited to, the following: distributing and responding to inquiries about the Class
9 Notice; determining the validity of any Requests for Exclusion and/or notice of Objection;
10 calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the
11 Individual Settlement Payment checks and distributing them to Participating Class Members and
12 Aggrieved Employees; issuing the PAGA Payment to the LWDA; and issuing payment to Class
13 Counsel for Attorneys' Fees and Costs, to Plaintiff for her Enhancement Award, and to the
14 appropriate taxing authorities for the Employer's Share of Payroll Taxes, which will be paid by
15 Defendant DTB Investments, Inc., separately and in addition to the Gross Settlement Amount. The
16 Settlement Administrator shall provide Class Counsel an estimated average of the recovery for the
17 Class Members, and the estimated high and low ranges of possible recoveries. To protect Class
18 Members' privacy rights, the Settlement Administrator shall maintain any all Class Member
19 identifying information provided to it by Defendant ("Class Data") in confidence, use the Class
20 Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class
21 Data to Administrator employees who need access to the Class Data to effect and for this
22 Agreement. The Settlement Administrator has a continuing duty to immediately notify Defense
23 Counsel if it discovers the confidentiality of the Class Data has been breached. In addition, the
24 Settlement Administrator shall notify Defense counsel only of any opt-out notices received.

25 **Section 3.04: Notice to Class Members**

26 No later than twenty-one (21) days after the Preliminary Approval Date, will provide the
27 Settlement Administrator the Class List.
28

1 Within ten (10) business days of receiving the Class List from Defendant, the Settlement
2 Administrator will send Class Members, by first-class mail, at their last known addresses, the Court
3 approved Class Notice. The Class Notice will include a calculation of each Class Member's
4 estimated share of the Net Settlement Amount. Class Members will have forty-five (45) days from
5 the date of mailing of the Notice to postmark objections or requests for exclusion. Prior to the
6 initial mailing, the Settlement Administrator will check all Class Member addresses against the
7 National Change of Address database and shall update any addresses before mailing. Class
8 Members shall not be required to submit claim forms in order to receive a share of the Net
9 Settlement Amount.

10 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall
11 re-mail the Class Notice to the forwarding address. With respect to each Class Member whose
12 Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator
13 shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search
14 on LexisNexis databases based on set criteria and, if another address is identified, shall mail the
15 Notice to the newly identified address. It is the intent of the Parties that reasonable means be used
16 to locate Class Members and that the Settlement Administrator be given discretion to take steps in
17 order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to
18 the Participating Class Members.

19 If a Class Member's Notice is re-mailed, the Class Member shall have ten (10) days from
20 the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, to
21 postmark objections or requests for exclusion. If the Class Notice is re-mailed, the Settlement
22 Administrator will note for its own records and notify Class Counsel and Defense Counsel of the
23 date of each such re-mailing as part of a weekly status report provided to the Parties.

24 In the event a Class Notice remains undeliverable sixty (60) days after its initial mailing, the
25 Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The
26 Settlement Administrator will hold the Class Member's Individual Settlement Payment during the
27 Check-Cashing Period on behalf of the Class Member. If, at the conclusion of the Check-Cashing
28 Period, the Class Member's Notice and Individual Settlement Payment remain undeliverable, the

Settlement Administrator will send the funds from those checks to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each such Class Member.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number requests for exclusion and objections that the Settlement Administrator received.

If the Final Fairness and Approval Hearing is continued for any reason, the Settlement Administrator will mail notice to the Class Members advising them of the new date, time, and location of the Final Fairness and Approval Hearing.

Section 3.05: Responses to Notice

a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely Request for Exclusion

Any Class Member who does not affirmatively opt out of the Settlement by submitting a timely Request for Exclusion will be bound by all of its terms including those pertaining to the Released Claims, as well as any Final Order that may be entered by the Court if it grants final approval of the Settlement.

b. Class Member Disputes

If a Class Member disputes the Individual Settlement Payment or any other information on the Notice of Class Action Settlement that s/he receives, the Class Member may produce evidence to the Settlement Administrator for the Class Period. In order for the dispute to be considered, s/he must follow the directions on the Notice of Class Action Settlement.

Written notice of the dispute must be received by the Settlement Administrator within 45 calendar days of the mailing of the Notice. The date of mailing the Notice by the Settlement Administrator to the Class Member, and the date the notice of dispute was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Upon the timely receipt of any dispute, the Settlement Administrator will notify Defense Counsel in writing (email

1 constitutes a writing for this purpose) of the dispute. Defendant's records will be presumed
2 determinative, absent evidence to rebut Defendant's records, but the Settlement Administrator will
3 evaluate the evidence submitted by the Class Member and make the final decision as to the validity
4 of such evidence.

5 **c. Requests for Exclusion from Class Members**

6 By entering into this Agreement, Plaintiff agrees that she will not request exclusion from
7 the Class.

8 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
9 send the Administrator by mail, a Request for Exclusion that must be signed by the Class Member
10 or his or her authorized representative, and must be sent to the Settlement Administrator,
11 postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially
12 mails the Notice to the Class Members (or ten (10) days after the Settlement Administrator re-mails
13 the Notice to the Class Member, whichever is later). The Class Notice shall contain instructions on
14 how to validly exclude oneself from the Class and this Settlement. The date of the initial mailing
15 of the Class Notice, and the date the signed Request for Exclusion was postmarked, shall be
16 conclusively determined according to the records of the Settlement Administrator. Any Class
17 Member who timely and validly submits a Request for Exclusion will not be entitled to any
18 Individual Settlement Payment from the Net Settlement Amount, will not be bound by the terms
19 and conditions of this Agreement, and will not have any right to object, appeal, or comment
20 thereon. However, even if Class Members validly opt out of the Settlement, they may still be
21 entitled to a portion of the employees' share of the PAGA Payment if the Class Member also is an
22 Aggrieved Employee.

23 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
24 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
25 are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class
26 Member's rights to pursue any claims covered by the Action and/or released in this Agreement will
27 be extinguished.

1 Defendants have the unilateral right to void this Agreement in the event more than ten
2 percent (10%) of Class Members opt out of the Settlement. Defendants must notify Class Counsel
3 and the Court whether it is exercising this right to void no later than fourteen (14) days after the
4 end of the class notice period and the Settlement Administrator notifies the Parties of the total
5 number of valid Request for Exclusion Forms it has received. If Defendant exercises this option, it
6 must pay for any costs incurred by the Settlement Administrator.

7 **d. Objections to Settlement**

8 Class Members may object to the Settlement by submitting to the Settlement Administrator
9 his or her notice of Objection or by appearing at the Final Fairness and Approval Hearing to
10 explain their objection(s). In order for a Class Member to object to this Agreement, or any term of
11 it, the Class Member must not submit a Request for Exclusion notice (*i.e.*, must not opt out). A
12 notice of Objection must include the Class Member's full name, a written statement of the grounds
13 of objection, and be signed by the objecting Class Member or his or her attorney, along with all
14 supporting papers. The notice of Objection and supporting papers should send to the Settlement
15 Administrator by mail no later than forty-five (45) days after the Class Notice was initially mailed
16 to the Class Members (or ten (10) days after the Settlement Administrator re-mails the Notice to the
17 Class Member, whichever is later). The date of the initial mailing of the Class Notice, and the date
18 the signed notice of Objection was postmarked, shall be conclusively determined according to the
19 records of the Settlement Administrator. The Settlement Administrator shall send any notice of
20 Objection it receives to Defense Counsel and Class Counsel within three (3) business days of
21 receipt.

22 The Court retains final authority with respect to the consideration and admissibility of any
23 Class Member objections.

24 **e. Encouragement of Class Members**

25 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through
26 any person, encourage or solicit any Class Member to exclude himself or herself from this
27 Settlement (opt out) or to object to the Settlement. However, nothing in this Agreement shall bar
28

or prohibit any Party, Class Counsel, or Defense Counsel from responding to questions from Class Members concerning this Settlement.

Section 3.06: Final Fairness and Approval Hearing

The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should grant final approval pursuant to the Motion for Final Approval, and (2) consider any timely objections made pursuant to Section 3.05(d), above, and any responses from the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court a proposed Final Order.

Section 3.07: Settlement Payment Procedures

a. Funding the Settlement Amount

In exchange for the releases set forth in this Agreement and subject to the terms and conditions set forth herein, Defendant DTB Investments, Inc. agrees to pay the Gross Settlement Amount on a non-reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments to Participating Class Members and Aggrieved Employees, Settlement Administration Costs, Attorneys' Fees and Costs, Enhancement Payments, and the LWDA Payment. The Employer's Share of Payroll Taxes will be paid by Defendant DTB Investments, Inc., separate from and in addition to the Gross Settlement Amount.

Within thirty (30) calendar days after the Effective Date, Defendant DTB Investments, Inc., will issue the Gross Settlement Amount to the Settlement Administrator in one installment, plus the Employer's Share of Payroll Taxes, as set forth herein.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall apply for an award of attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, which is Forty-Six Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$46,666.00). In addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the Action not to exceed Fifteen Thousand Dollars (\$15,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants will not object to or

1 oppose Plaintiff's application for these amounts. Class Counsel shall be paid any Court-awarded
2 attorneys' fees and costs no later than ten (10) days after Defendant DTB Investments, Inc.,
3 provides the Settlement Administrator with the Gross Settlement Amount. The Court's approval of
4 attorneys' fees and/or costs in an amount less than that requested by Class Counsel shall not
5 invalidate this Agreement.

6 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount
7 and shall not constitute payment to any Class Member(s). The Attorneys' Fees and Costs approved
8 by the Court shall encompass all work performed and all costs and expenses related to the
9 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
10 extent that the Court approves less than the amounts of attorneys' fees and/or costs that Class
11 Counsel requests, the difference between the requested and awarded amounts will be reallocated to
12 the Net Settlement Amount.

13 **c. Payment of Settlement Administration Costs**

14 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
15 shall not constitute payment to any Participating Class Member. Class Counsel will submit an
16 application for Court approval for an allocation of Settlement Administration Costs no greater than
17 Six Thousand Dollars and Zero Cents (\$6,000.00). Defendants will not object to or oppose
18 Plaintiff's application for this amount. To the extent there are unused funds of this cost allocation,
19 such funds will be reallocated to the Net Settlement Amount.

20 **d. Payment of Enhancement Payments to Plaintiff**

21 Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Five
22 Thousand Dollars and Zero Cents (\$5,000.00) for services as class representatives and in exchange
23 for a general release of Plaintiff's claims. Defendants will not oppose this request. The
24 Enhancement Payment will be paid from the Gross Settlement Amount and is not allocated as
25 payment to any Participating Class Member. Plaintiff shall be paid the Court-awarded
26 Enhancement Payment no later than ten (10) days after Defendant DTB Investments, Inc., provides
27 the Settlement Administrator with the Gross Settlement Amount. To the extent that the Court
28 approves less than the amount of the Enhancement Payment that Plaintiff has requested, the

1 difference between the requested and awarded amount will be reallocated to the Net Settlement
2 Amount.

3 Because it is the intent of the Parties that the Enhancement Payment represents payment to
4 Plaintiff for services performed on behalf of the Class Members and not to be considered wages,
5 the Settlement Administrator will not withhold any taxes from the Enhancement Payment. The
6 Enhancement Payment will be reported on an IRS Form 1099, which the Settlement Administrator
7 will provide to each Plaintiff and to the pertinent taxing authorities as required by law.

8 **e. LWDA Payment**

9 In consideration of claims alleged under PAGA, Class Counsel will request that the Court
10 approve allocation of Eight Thousand Dollars and Zero Cents (\$8,000.00) of the Gross Settlement
11 Amount as PAGA penalties. Seventy-five percent (75%), or Six Thousand Dollars (\$6,000.00), of
12 this amount will be paid to the LWDA, and twenty-five percent (25%), or Two Thousand Dollars
13 (\$2,000.00) will be allocated to the Net Settlement Amount for distribution to Aggrieved
14 Employees. Defendants will not oppose this request for allocation and distribution of payments
15 under this Section 3.08(e). The Court's adjustment, if any, of the amount allocated as PAGA
16 penalties will not invalidate this Agreement, as long as the Gross Settlement Amount does not
17 exceed \$140,000.00 (subject to Section 3.08(a) above) and final approval of the Settlement is
18 granted.

19 **f. PAGA Payments to Aggrieved Employees**

20 If a Class Member requests exclusion from the Settlement, the Class Member is still entitled
21 to his or her share of the employees' portion of the PAGA Payment, which will be determined on a
22 pro rata basis based upon the number of workweeks that the Aggrieved Employee worked during
23 the PAGA Period.

24 **g. Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual
26 Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between
27 all Participating Class Members in proportion to the number of Qualifying Workweeks for each
28 Class Member. To calculate the amount each Participating Class Member will receive, the Net

Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall disperse Individual Settlement Payments to Participating Class Members within fourteen (14) days after Defendant DTB Investments, Inc. provides the Gross Settlement Amount to the Settlement Administrator.

Each Individual Settlement Payment will represent wages, penalties, and interest allocated using the following formula: twenty-five (25%) allocated to wages and seventy-five percent (75%) allocated to penalties and interest.

Based on the information contained in the Class List, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages and interest and penalties based on the formula specified above, (d) Defendant DTB Investments, Inc.'s share of the payroll taxes applicable to the Net Settlement Amount allocated to wages; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

Individual Settlement Payments allocated to wages will be reduced by applicable employee withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 for the interest and penalty portions of the Individual Settlement Payments.

Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their settlement checks.

h. Distribution of the Gross Settlement Amount

The Settlement Administrator will distribute the Individual Settlement Payments to Participating Class Members no later than fourteen (14) days after receipt of the Gross Settlement

1 Amount from Defendant DTB Investments, Inc. If Individual Settlement Payments are returned to
2 the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt
3 to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis
4 databases based on set criteria and, if another address is identified, shall mail the check to the
5 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address
6 or if any funds representing Individual Settlement Payments remain uncashed upon the expiration
7 of the Check-Cashing Period, the Settlement Administrator will deliver the monies represented by
8 the check to the State of California's State Controller Unclaimed Property Fund with an
9 identification of the amount of unclaimed funds attributable to each Class Member.

10 **i. No Credit Toward Benefit Plans**

11 The Individual Settlement Payments made to Participating Class Members under this
12 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
13 calculate any additional benefits under any benefit plans to which any Class Members may be
14 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
15 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
16 the Parties' intent that this Agreement will not affect any rights, contributions, or amounts to which
17 any Class Members may be entitled under any benefit plans.

18 **ARTICLE IV**

19 **RELEASES**

20 **Section 4.01: Releases by Participating Class Members and Plaintiff**

21 a. Upon the date that Defendant DTB Investments, Inc., provides the Settlement
22 Administrator with the Gross Settlement Amount, Plaintiff and Participating Class Members will
23 release the Released Parties (defined in this paragraph below) from all claims under federal, state
24 or local law, arising out of the facts, claims, and theories expressly pleaded in the First Amended
25 Complaint, or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff's
26 notices to the LWDA dated July 16, 2021 and April 13, 2022, regarding Defendants; and/or any
27 facts, claims or theories arising under any applicable IWC Wage Orders, including claims for: (1)
28 failure to provide required meal periods; (2) failure to provide required rest periods, (3) failure to

pay overtime wages, (4) failure to pay minimum wage, (5) failure to pay timely wages, (6) failure to pay all wages due to discharged and quitting employees, (7) failure to maintain required records, (8) failure to furnish accurate, itemized wage statements, (9) failure to indemnify employees for necessary expenses incurred in discharge of duties, and (10) unfair and unlaw business practices in violation of the Unfair Competition Law, Calif. Bus. & Prof. Code §§17200 *et. seq.* (“UCL”) that arose during the Class Period (“Released Claims”).

Plaintiff and Participating Class Members will waive and release the Released Claims against Defendants DTB Investments, Inc., Daniel Bradley Brinderson, and Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP, Maywood Express Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and Ropa Partners LP, together with their shareholders, officers, directors, current and former employees and agents (collectively, including Defendants, the “Released Parties”).

Section 4.02: Release by Aggrieved Employees and Plaintiff

In addition to the release set forth in Section 4.01 above, upon Defendant DTB Investments, Inc., providing the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the facts, claims and theories expressly pleaded in the First Amended Complaint and/or any prior Complaints, and/or any facts, claims, or theories set forth in the LWDA Notice against Defendants dated July 16, 2021 and April 13, 2022; and arising at any time during the PAGA Period, including claims for: (1) failure to provide required meal periods; (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum wage, (5) failure to pay timely wages, (6) failure to pay all wages due to discharged and quitting employees, (7) failure to maintain required records, (8) failure to furnish accurate, itemized wage statements, (9) failure to indemnify employees for necessary expenses incurred in discharge of duties, and (10) unfair and unlaw business practices in violation of the UCL.

1 **Section 4.03: General Release by Plaintiff**

2 Upon Defendant DTB Investments, Inc., providing the Gross Settlement Amount to the
3 Settlement Administrator, Plaintiff for herself and her heirs, successors, and assigns, waives,
4 releases, acquits, and forever discharges the Released Parties from any and all claims, actions,
5 charges, complaints, grievances, and causes of action, of any nature arising from Plaintiff's
6 employment with Defendant DTB Investments, Inc. whether known or unknown, which exist or
7 may exist as of the Parties' execution of this Agreement.

8 Section 1542 of the California Civil Code provides as follows:

9 *"A general release does not extend to claims that the creditor or releasing party*
10 *does not know or suspect to exist in his or her favor at the time of executing the*
11 *release and that, if known by him or her, would have materially affected his or*
12 *her settlement with the debtor or released party."*

13 Plaintiff's general release provided herein is made with an express waiver and relinquishment of
14 any claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants that she has read
15 this Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has
16 consulted with or had the opportunity to consult with counsel about this Agreement and specifically
17 about the waiver of § 1542, and that Plaintiff understands this Agreement and the § 1542 waiver,
18 and so she freely and knowingly enters into this Agreement. Plaintiff further acknowledges that
19 Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or
20 believes to be true regarding the matters released or described in this Agreement, and even so
21 Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective
22 in all respects notwithstanding any later discovery of any different or additional facts.

23 **Section 4.03: Plaintiff's Employment**

24 It is understood that by entering into this Agreement, the Parties agree that Plaintiff's
25 employment with DTB Investments, Inc. has ended. The Parties agree that DTB Investments, Inc.
26 had legitimate, non-discriminatory and non-retaliatory reasons for ending the employment
27 relationship.

4 **Section 4.05: Inapplicability of California Labor Code 206.5**

17 || **ARTICLE V**

19 **Section 5.01: No Admission**

STIPULATION AND SETTLEMENT OF CLASS ACTION AND PAGA CLAIMS

misrepresentation or deception; or engaged in any other unlawful conduct with respect to any and all employees at Defendant DTB Investments, Inc. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or the Released Parties or to establish the existence of any condition constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

Section 5.02: Non-Evidentiary Use

Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 5.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if

1 the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the
2 Parties were willing to stipulate to class certification of all causes of action pled in the Action as
3 part of the Settlement will have no bearing on, and will not be admissible in connection with, the
4 issue of whether the Class should be certified by the Court in a non-settlement context in this
5 Action or any other action, and in any of those events, Defendant expressly reserves the right to
6 oppose certification of the Class.

7 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
8 Gross Settlement Amount shall not be distributed until 30 days after the Effective Date with respect
9 to any appeal. The Effective Date is defined in Article I, Section q of this Stipulation and
10 Settlement of Class Action Claims.

11 **ARTICLE VI**

12 **MISCELLANEOUS PROVISIONS**

13 **Section 6.01: Amendments or Modification**

14 The terms and provisions of this Agreement may be amended or modified only by an
15 express written agreement that is signed by all the Parties (or their successors-in-interest) and their
16 counsel.

17 **Section 6.02: Assignment**

18 None of the rights, commitments, or obligations recognized under this Agreement may be
19 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
20 written consent of all other Parties and their respective counsel. The representations, warranties,
21 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under
22 this Agreement and shall not be construed to confer any right or to avail any remedy to any other
23 person.

24 **Section 6.03: Governing Law**

25 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
26 shall be determined, in accordance with the laws of the State of California, without regard to
27 conflicts of laws.

1 **Section 6.04: Entire Agreement**

2 This Agreement, including the Exhibit A (Class Notice) referred to herein, which form an
3 integral part hereof, contains the entire understanding of the Parties with respect to the subject
4 matter contained herein. In case of any conflict between text contained in Articles I through VI of
5 this Agreement and text contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I
6 through VI) shall be controlling, unless the Exhibit is changed by or in response to a Court order.
7 There are no restrictions, promises, representations, warranties, covenants, or undertakings
8 governing the subject matter of this Agreement other than those expressly set forth or referred to
9 herein. This Agreement supersedes all prior agreements and understandings among the Parties with
10 respect to the Settlement of the Action, including correspondence between Class Counsel and
11 Defense Counsel and drafts of prior agreements or proposals.

12 **Section 6.05: Waiver of Compliance**

13 Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,
14 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing,
15 to the extent permitted under applicable law, by the Party or Parties and their respective counsel
16 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
17 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
18 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **Section 6.06: Counterparts and Electronic Signatures**

20 This Agreement, and any amendments hereto, may be executed in any number of
21 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each
22 of which when executed and delivered shall be deemed to be an original. All counterparts taken
23 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement
24 shall be as valid as an original signature.

25 **Section 6.07: Meet and Confer Regarding Disputes**

26 Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet
28 and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's
7 counsel, was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement
10 of the Action and have arrived at this Agreement through arm's-length negotiation and in the
11 context of adversarial litigation, taking into account all relevant factors, current and potential. The
12 Parties further believe that the Settlement is consistent with public policy, and fully complies with
13 applicable law. The Parties further acknowledge that they are each represented by competent
14 counsel and have had an opportunity to consult with their counsel regarding the fairness and
15 reasonableness of this Settlement.

16 **Section 6.11: Headings**

17 The descriptive heading of any section or paragraph of this Agreement is inserted for
18 convenience of reference only and does not constitute a part of this Agreement and shall not be
19 considered in interpreting this Agreement.

20 **Section 6.12: Notice**

21 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
22 communications under this Agreement must be in writing and addressed as follows:

23
24
25 *To Plaintiffs and the Class:*
26 Shoham J. Solouki, SBN 278538
27 Grant Joseph Savoy, SBN 284077
28 **SOLOUKI | SAVOY LLP**
 316 W. 2nd Street, Suite 1200
 Los Angeles, CA 90012

And

To Defendants:

Boris Sorsher (SBN 251718)
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel represent and warrant that they are authorized by Plaintiff, and Defense Counsel warrants that they are authorized by Defendants to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties. Defendants represent and warrant that the individuals executing this Agreement on their behalf have the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

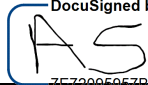
The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

6/22/2023
Dated: May __, 2023

AZUCENA Y. SANCHEZ

By:  7E72006957B74E2...

Dated: June 29, 2023

DTB INVESTMENTS, INC.

By:  Daniel Bradley Brinderson

Dated: June 29, 2023

DANIEL BRADLEY BRINDERSON
By: 

1 Approved as to form:

2 Dated: May 26, 2023

SOLOUKI | SAVOY LLP

3
4 By: Shoham J. Solouki
5 Shoham Solouki
6 Attorneys for Plaintiff Azucena Y.
7 Sanchez

8
9 Dated: August 15, 2023

FISHER & PHILLIPS LLP

10
11 By: Lisa Peterson
12 Boris Sorsher
13 Attorneys for Defendants
14 DTB Investments, Inc., and Daniel
15 Bradley Brinderson
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