

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

IT IS HEREBY STIPULATED by and between Plaintiffs Bernardo Hernandez and Maria G. Flores, on behalf of themselves and others similarly situated, on the one hand, and Defendants Wilbur Curtis Co., Inc., WCCO Holdings, Inc., Kevin Robert Curtis, and Michael Aitkin Curtis, on the other hand, and subject to the approval of the Court, that the Lawsuit (as defined below) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class and Representative Action Settlement ("Settlement Agreement") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth herein which by reference become an integral part of this Settlement Agreement.

The Parties intend this Agreement to fully, finally, and forever resolve, discharge and settle the Settlement Class Members' Released Claims and PAGA Group Members' Released Claims (as defined below) on a class and representative action basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained herein. This Settlement Agreement, which is contingent upon Final Court approval and the payment of the consideration set forth herein, contains the essential terms of the Parties' agreement. The Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Class Members and PAGA Group Members.

DEFINITIONS

1. "Administration Costs" means fees or costs of settlement administration services rendered in administering the settlement.

2. "Attorneys' Fees and Costs" means the amount the Court authorizes to be paid to Class Counsel for attorneys' fees, not to exceed 35% of the Gross Settlement Amount, and litigation costs not to exceed \$25,000, paid from the Gross Settlement Amount.

3. "Class Counsel" means CounselOne, P.C.

4. "Class List" means a list of contact information, compiled by Defendants based on their records, containing the following information for each Class Member: full name, last-known mailing address, Social Security number, number of Workweeks during the Class Period, number of Pay

1 Periods during the PAGA Period, along with the start and end dates of employment in an hourly-paid
2 or non-exempt position in the State of California during the Class Period.

3 5. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt
4 employees who worked for Defendants Wilbur Curtis Co., Inc., WCCO Holdings, Inc., Kevin Robert
5 Curtis, and Michael Aitkin Curtis, and/or their predecessors or merged entities, within the State of
6 California during the Class Period.

7 6. “Class Notice” means the document to be sent via first class U.S. mail to Class Members
8 and PAGA Group Members following Preliminary Approval, in substantially the form that is attached
9 hereto as “**EXHIBIT 1**,” or otherwise approved by the Court, which will notify Class Members and
10 PAGA Group Members of the settlement, explain the basic terms of the Settlement Agreement, and
11 inform Class Members of their options with regard to the settlement.

12 7. “Class Period” means the period beginning on April 6, 2017 and ending on August 24,
13 2022 or the date of preliminary approval, whichever is earlier.

14 8. “Court” means the Superior Court for the State of California, County of San Bernardino.

15 9. “Defendants” means Wilbur Curtis Co., Inc., WCCO Holdings, Inc., Kevin Robert
16 Curtis, and Michael Aitkin Curtis.

17 10. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP (for Defendant Wilbur
18 Curtis Co., Inc.) and Fisher & Phillips LLP (for Defendants WCCO Holdings, Inc., Kevin Robert
19 Curtis, and Michael Aitkin Curtis).

20 11. “Effective Date” means seven (7) court days after either (a) if no objections are timely
21 filed, the final approval date; (b) if objections are filed but no appeal is filed, the expiration date of the
22 time for filing notice of any appeal from final approval date; or (c) if an appeal is filed, the latest of (i)
23 the date of final affirmance of an appeal of that Final Approval Order, (ii) the expiration of the time for
24 a petition for review or writ of certiorari with respect to the Final Approval Order and, if review or
25 certiorari is granted, the date of final affirmance of the Final Approval Order following review pursuant
26 to that grant; or (iii) the date of final dismissal of any appeal from the Final Approval Order or the final
27 dismissal of any proceeding on review or certiorari with respect to the Final Approval Order that has
28 the effect of confirming the Final Approval Order.

12. “Employer’s Share of Payroll Taxes” means Defendants’ share of all applicable federal, state and local payroll taxes and customary withholdings, including the employer FICA, FUTA, and SDI contributions, on the portion of the Individual Settlement Share that constitutes wages. The Employer’s Share of Payroll Taxes shall be separately paid by Defendants and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

13. “Enhancement Payments” means the amounts that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Payment, in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit.

14. “Final Approval Hearing” means the hearing following Preliminary Approval and distribution of the Class Notice to Class Members and PAGA Group Members, at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Settlement Agreement, and at which Plaintiffs will request that the Court enter the Final Approval Order and Judgment, approve and award Attorneys’ Fees and Costs, Enhancement Payments, Individual Settlement Payments, Administration Costs, and LWDA Payment, and take other appropriate or necessary action as described herein.

15. “Final Approval Hearing Date” means the date of the Final Approval Hearing.

16. “Final Approval Order and Judgment” means the order or orders entered by the Court that, *inter alia*, finally approve(s) this Settlement Agreement, disposes of all issues raised in the Lawsuit by way of judgment in conformity with California Rules of Court, Rule 3.769, and awards and orders the payment of all required amounts pursuant to the terms of this Settlement Agreement.

17. “Gross Settlement Amount” or “GSA” means the maximum total payment of One Million Five Hundred and Seventy-Five Thousand Dollars (\$1,575,000) payable by Defendants under this Settlement Agreement, inclusive of all Individual Settlement Payments, Attorneys’ Fees and Costs, Administration Costs, Enhancement Payments to the Class Representatives, and the LWDA Payment. The Gross Settlement Amount is non-reversionary, subject to increase pursuant to Paragraph 53, and exclusive of the Employer’s Share of Payroll Taxes which shall be paid separately.

18. “Individual Settlement Share(s)” means a Settlement Class Member’s *pro rata* share of the Net Settlement Amount, which is to be determined in conformity with Paragraph 47(f), which is

1 inclusive of the employee-side payroll taxes, contributions, and withholdings with respect to the wage
2 portion of the Individual Settlement Shares.

3 19. "Individual Settlement Payment(s)" means the sum of the Individual Settlement Share
4 and, if applicable, the individual PAGA payment.

5 20. "Lawsuit" means the action entitled *Hernandez, et al. v. Wilbur Curtis Co., Inc., et al.*,
6 filed on October 8, 2021 in the San Bernardino County Superior Court and assigned case number
7 CIVSB2125955.

8 21. "LWDA Payment" means the payment that is to be approved by the Court pursuant to
9 Labor Code section 2699 and distributed as follows: seventy-five percent (75%) of the PAGA Payment
10 (*i.e.*, \$105,000) to the California Labor and Workforce Development Agency ("LWDA"). Class
11 Counsel shall give timely notice of the settlement to the LWDA under Labor Code section 2699(1)(2).

12 22. "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount
13 that is available for distribution to Settlement Class Members, which will be the Gross Settlement
14 Amount less the amounts awarded for Attorneys' Fees and Costs, Enhancement Awards, PAGA
15 Payment, and Administration Costs.

16 23. "PAGA Group Member(s)" means all Class Members employed by Defendants within
17 California at any time during the PAGA Period.

18 24. "PAGA Group Members' Released Claims" means all claims for civil penalties arising
19 under the PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, alleged
20 or reasonably could have been alleged based on the facts asserted in the operative complaint and
21 Plaintiffs' LWDA letters filed by Plaintiffs in the Lawsuit.

22 25. "PAGA Payment" means the payment of penalties pursuant to the Labor Code sections
23 2968 *et seq.*, the Private Attorneys General Act of 2004 ("PAGA"), that the Parties have agreed is a
24 reasonable sum to be paid in settlement of the PAGA claims encompassed by the underlying allegations
25 in the Lawsuit, which is \$140,000.

26 26. "PAGA Period" means the period beginning on July 2, 2020 and ending on August 24,
27 2022 or the date of Preliminary Approval, whichever is earlier.

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1 27. “Parties” means Plaintiffs, individually and on behalf of all Class Members and PAGA
2 Group Members, and Defendants, as defined in Paragraphs 5, 9, 23, and 29 herein, who are each
3 individually referred to as “Party.”

4 28. “Pay Period(s)” means pay periods during the PAGA Period which, based on
5 Defendants’ records, PAGA Group Members were actively employed by Defendant(s) and worked
6 during at least a portion of such pay period in an hourly-paid or non-exempt position in California.

7 29. “Plaintiffs” or “Class Representatives” means Plaintiffs Bernardo Hernandez and Maria
8 G. Flores.

9 30. “Preliminary Approval Order” means the order to be entered by the Court that
10 preliminarily approves the terms and conditions of this Settlement Agreement, including the content of
11 the Class Notice, and sets a Final Approval Hearing.

12 31. “Released Parties” means Defendants, and their former and present officers, directors,
13 employees, attorneys, insurers, predecessors, successors, parents, related entities, and subsidiaries.

14 32. “Response Deadline” means the last date on which Class Members may submit an opt-
15 out/request for exclusion or objection to the settlement, which shall be forty-five (45) calendar days
16 after the Settlement Administrator mails the original Class Notice to Class Members. Any Class
17 Member whose Class Notice is returned to the Settlement Administrator as undeliverable (as set forth
18 in Paragraph 50.e) shall have his or her Response Deadline extended thirty (30) calendar days after the
19 Settlement Administrator re-mails the Class Notice.

20 33. “Settlement Administrator” means CPT Group, Inc., the neutral third-party
21 administrator mutually agreed upon by the Parties, subject to approval by the Court.

22 34. “Settlement Class” or “Settlement Class Member(s)” means all current and former
23 hourly-paid or non-exempt employees employed by Defendants Wilbur Curtis Co., Inc., WCCO
24 Holdings, Inc., Kevin Robert Curtis, and Michael Aitkin Curtis, and/or their predecessors or merged
25 entities within the State of California during the Class Period, who have not submitted a timely and
26 valid opt-out/Request for Exclusion pursuant to Paragraph 54.

27 35. “Settlement Class Members’ Released Claims” means all liabilities, causes of action
28 and/or claims under any state law, local law, federal law, or administrative order by Settlement Class

Members against Released Parties alleged, or that could have been alleged based on the facts asserted in the operative complaint filed by Plaintiffs in the Lawsuit for: (1) failure to pay minimum wages, (2) failure to pay all overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse for business expenses, (6) failure to provide accurate itemized employee wage statements, (7) failure to pay all wages owed timely and upon separation of employment, (8) failure to maintain records in violation of Labor Code section 1174(d), and (9) violation of Business & Professions Code sections 17200, *et seq.* This release of claims includes claims that could have been alleged based on the facts asserted in the operative complaint, including under the Fair Labor Standards Act (“FLSA”) and under the applicable California Industrial Welfare Commission Wage Order, and derivative claims under common law, and claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of the Settlement Class Members’ Released Claims shall run from April 6, 2017 through August 24, 2022. This release excludes the release of claims not permitted by law.

36. “Workweek(s)” means a seven-day work week during the Class Period during which, based on Defendants’ records, Class Members were actively employed by Defendant(s), and worked at least one shift of such workweek in an hourly-paid or non-exempt position in California. Defendants shall certify the number of Workweeks that have accrued for all Class Members during the Class Period, in accordance with Paragraphs 47(f) and 53 below.

RECITALS

37. **Procedural History.** On October 8, 2021, Plaintiffs filed a Class and Representative Complaint against Defendant Wilbur Curtis Co., Inc., alleging causes of action for: (1) failure to pay minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages owed timely and upon separation of employment; (8) violation of Labor Code § 1174(d); (9) Violation of Business & Professions Code §§ 17200, *et seq.*; and (10) civil penalties pursuant to California’s Private Attorneys General Act of 2004 (Labor Code §§

1 2698, *et seq.*). On February 14, 2022, Plaintiffs filed their First Amended Complaint, adding
2 Defendants WCCO Holdings, Inc., Kevin Robert Curtis, and Michael Aitkin Curtis.

3 38. **Pre-Filing PAGA Notice.** On July 2, 2021, counsel for Plaintiffs provided pre-filing
4 written notice to the LWDA and by certified mail to Defendant Wilbur Curtis Co., Inc. of the above-
5 identified allegations on behalf of Plaintiff Hernandez and similarly situated aggrieved employees in
6 accord with the PAGA, Labor Code sections 2698, *et seq.* On December 3, 2021, counsel for Plaintiffs
7 provided amended written notice to the LWDA and by certified mail to Defendants Wilbur Curtis Co.,
8 Inc., WCCO Holdings, Inc., Kevin Robert Curtis, and Michael Aitkin Curtis of the above-identified
9 allegations on behalf of Plaintiff Hernandez and Plaintiff Flores and similarly situated aggrieved
10 employees in accord with the PAGA.

11 39. **Discovery and Investigation.** Plaintiffs' attorneys began their investigation into the at-
12 issue allegations well in advance of filing the complaint and engaged in extensive informal discovery
13 and investigation, and such was sufficient to allow the Parties to evaluate the case prior to settlement.
14 In advance of mediation, the Parties agreed to an exchange of information and documents. For example,
15 Class Counsel requested production of and reviewed key information and documents such as the
16 number of putative class members and aggrieved employees, relevant wage and hour policies, time and
17 payroll records, rates of pay, among other things. Class Counsel analyzed time and payroll records and
18 interviewed Class Members to determine violation rates. The Parties met and conferred at length
19 regarding the information and documents produced.

20 40. **Mediation.** After having performed extensive investigation and analysis of the legal and
21 factual issues and risks, the Parties participated in a full-day mediation before mediator Paul Grossman
22 of Paul Hastings LLP in an attempt to resolve the Lawsuit. The settlement discussions were conducted
23 at arm's-length. Pursuant to a mediator's proposal, the Parties came to agreement on all material terms
24 of this settlement.

25 41. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the
26 expense and length of continued proceedings necessary to litigate their disputes through trial and
27 through any possible appeals. Plaintiffs and Class Counsel have also taken into account the uncertainty
28 and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

1 Further, Plaintiffs and Class Counsel are aware of the burdens of proof necessary to establish liability
2 for the claims asserted in the Lawsuit, both generally and in response to Defendants' defenses thereto,
3 and the difficulties in establishing damages for Class Members. Based on the foregoing, Plaintiffs and
4 Class Counsel have determined that the settlement set forth herein is a fair, adequate and reasonable
5 settlement, and is in the best interests of Class Members and PAGA Group Members.

6 42. **Defendants' Reasons for Settlement and Non-Admission.** Defendants have
7 concluded that any further defense of this litigation would be protracted and expensive for all Parties.
8 Substantial amounts of time and resources of Defendants have and, unless this settlement is made, will
9 continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendants have also taken
10 into account the risks of further litigation in reaching their decision to enter into this Settlement
11 Agreement. Despite continuing to contend that they are not liable for any of the claims set forth by
12 Plaintiffs, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in
13 this Settlement Agreement to put to rest the claims alleged in the Lawsuit. Defendants have claimed
14 and continue to claim that the Settlement Class Members' Released Claims, and PAGA Group
15 Members' Released Claims have no merit and do not give rise to liability. Defendants contend that they
16 have complied with all applicable state, federal, and local laws. This settlement is a compromise of
17 disputed claims.

18 43. **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this settlement
19 is a fair, adequate and reasonable settlement of the Lawsuit and have arrived at this settlement after
20 discovery and investigation, mediation, extensive arms-length negotiations, and taking into account all
21 relevant factors, present and potential. In addition, the mediator may, at his discretion, execute a
22 declaration supporting the settlement and the reasonableness of this settlement, and the Court, may in
23 its discretion, contact the mediator to discuss the settlement and whether or not the settlement is fair
24 and reasonable.

25 **TERMS AND CONDITIONS**

26 **NOW, THEREFORE**, in consideration of the Recitals above and the promises and warranties
27 set forth below, and intending to be legally bound and acknowledging the sufficiency of the
28 consideration and undertakings set herein, Plaintiffs, individually and on behalf of Class Members and

1 PAGA Group Members, on the one hand, and Defendants, on the other hand, agree that the Lawsuit
2 shall be, and is finally and fully compromised and settled on the following terms and conditions, subject
3 to Court approval:

4 44. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to
5 resolve the Lawsuit and to avoid the burden, expense, and risk of continued litigation. In entering into
6 this Settlement Agreement, Defendants do not admit, and specifically deny, that they have: violated
7 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
8 statute or any other applicable laws, regulations or legal requirements; or engaged in any other unlawful
9 conduct or wrongdoing with respect to their employees. Neither this Settlement Agreement, nor any of
10 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission
11 or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law.
12 Furthermore, the Parties agree that the settlement of this action on a class and representative action
13 basis shall not impact the enforceability of any agreement to arbitrate or class or representative action
14 waiver entered between Defendants and any Class Member or PAGA Group Member. Except as
15 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement
16 and its terms and provisions shall not be offered or received as evidence in any action or proceeding to
17 establish any liability or admission on the part of Defendants or to establish the existence of any
18 condition constituting a violation of, or a noncompliance with, federal, state, local or other applicable
19 law. In addition, as set forth herein, the Parties intend this settlement to be contingent upon the
20 Preliminary Approval and Final Approval of this Settlement Agreement; and the Parties do not waive,
21 and instead expressly reserve, their respective rights to prosecute and defend the Lawsuit as if this
22 Settlement Agreement never existed in the event the settlement is not finally approved as set forth
23 herein.

24 45. **Release of Claims by Settlement Class Members.**

25 Upon the Final Approval Date, Plaintiffs and all Settlement Class Members (*i.e.*, those who do
26 not opt-out of the settlement), for and in consideration of the Gross Settlement Amount, along with the
27 terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and
28 forever discharge Defendants, and their former and present officers, directors, employees, attorneys,

1 insurers, predecessors, successors, parents, related entities, and subsidiaries (collectively referred to
2 herein as “Released Parties”) from all liabilities, causes of action and and/or claims that were alleged
3 or that could have been alleged based on the facts asserted in the operative complaint filed by Plaintiffs
4 in the Lawsuit, arising at any time during the Class Period, for: (1) failure to pay minimum wages, (2)
5 failure to pay all overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks,
6 (5) failure to reimburse for business expenses, (6) failure to provide accurate itemized employee wage
7 statements, (7) failure to pay all wages owed timely and upon separation of employment, (8) failure to
8 maintain records in violation of Labor Code section 1174(d), and (9) violation of Business &
9 Professions Code sections 17200, *et seq.* (collectively, the “Settlement Class Members’ Released
10 Claims”). Settlement Class Members’ Released Claims include claims that could have been alleged
11 based on the asserted arising out of facts asserted in the operative complaint, including under the Fair
12 Labor Standards Act (“FLSA”) and under the applicable California Industrial Welfare Commission
13 Wage Order, and derivative claims under common law, and claims for statutory or civil penalties,
14 liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses,
15 restitution, and equitable and declaratory relief. Settlement Class Members’ Released Claims will take
16 effect whether or not a Settlement Class Member receives his or her Individual Settlement Payment
17 sent to his or her last known address or cashes and deposits any check for the Individual Settlement
18 Payment, with the exception for the release of the FLSA claims which will be effective only as to
19 Settlement Class Members who cash their Individual Settlement Payment. This release excludes the
20 release of claims not permitted by law.

21 **46. Release of Claims by PAGA Group Members.**

22 Upon the Final Approval Date, all PAGA Group Members will release the Released Parties
23 from all claims for civil penalties arising under the PAGA (codified in California Labor Code §§ 2698,
24 *et seq.*), during the PAGA Period, alleged or reasonably could have been alleged based on the facts
25 asserted in the operative complaint and LWDA letters filed by Plaintiffs in the Lawsuit (collectively,
26 the “PAGA Group Members’ Released Claims”).

27 **47. Payments under the Settlement.** In consideration of the mutual covenants and
28 promises set forth herein, Defendants agree to pay the Gross Settlement Amount of one million five

1 hundred and seventy-five thousand dollars (\$1,575,000). Defendants shall not be required to pay any
2 amount above the Gross Settlement Amount under this Settlement Agreement, with the exception of
3 the Employer's Share of Payroll Taxes, and if the escalator clause is triggered by Defendants in
4 accordance with Paragraph 53. The Parties agree that the Gross Settlement Amount will be paid by
5 Defendants on a non-reversionary basis and no portion of the Gross Settlement Amount will revert to
6 Defendants. At no time shall Defendants have the obligation to segregate the funds comprising the
7 Gross Settlement Amount, and Defendants shall retain exclusive authority over, and the responsibility
8 for, those funds through and until the date Defendants are obligated to fund the settlement through an
9 order of final approval. The Parties agree, subject to Court approval, that the Gross Settlement Amount
10 shall be apportioned as follows:

11 a. Plaintiffs will apply to the Court for an award of attorneys' fees of no more than
12 thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$551,250) to Class Counsel
13 ("Attorneys' Fees") and for an award of reimbursement of actual litigation costs and expenses up to
14 twenty-five thousand dollars (\$25,000) to Class Counsel ("Attorneys' Costs"). The Attorneys' Fees
15 and Attorneys' Costs (again, in the aggregate, "Attorneys' Fees and Costs") are included in, and will
16 be paid from, the Gross Settlement Amount. Defendants will not oppose such application.

17 b. Plaintiffs will also apply to the Court for payment to the Settlement
18 Administrator for the costs of notice and settlement administration not to exceed eighteen thousand
19 dollars (\$18,000) (again, "Administration Costs"). The Administration Costs are included in, and will
20 be paid from, the Gross Settlement Amount. Defendants will not oppose such application.

21 c. Plaintiffs will apply to the Court for payment in the total amount of twenty
22 thousand dollars (\$20,000), to be distributed as an individual payment of ten thousand dollars (\$10,000)
23 to each Plaintiff (again, "Enhancement Payments"), for their services and responsibilities in prosecuting
24 the Lawsuit. The Enhancement Payments are included in, and will be paid from, the Gross Settlement
25 Amount. Defendants will not oppose such application.

26 d. The amount of one hundred forty thousand dollars (\$140,000) is allocated
27 towards penalties pursuant to Labor Code sections 2698, *et seq.* ("PAGA Payment"), of which the
28 LWDA will be paid the amount of one hundred and five thousand dollars (\$105,000) ("LWDA

1 Payment”) and the amount of thirty five thousand dollars (\$35,000) will be distributed on a *pro rata*
2 Pay Period basis to all PAGA Group Members (*i.e.*, individual recovery depends on each PAGA Group
3 Member’s ratio of his or her Pay Periods relative to the total Pay Periods of all PAGA Group Members)
4 who worked during the PAGA Period, and irrespective of whether he or she is a Settlement Class
5 Member. The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

6 e. Any of the foregoing amounts not awarded by the Court shall be added to the
7 Net Settlement Amount.

8 f. The Net Settlement Amount will be the amount that is available for distribution
9 to Class Members on a *pro rata* Workweek basis. Defendants shall certify the number of Workweeks
10 that have accrued for all Class Members during the Class Period in accordance with this paragraph and
11 Paragraph 53. The sum of all Class Members’ individual Workweeks will be the “Total Workweeks.”
12 The Net Settlement Amount will be divided by the Total Workweeks to yield the “Workweek Value.”
13 Each Class Member’s Individual Settlement Share will be determined by multiplying his or her
14 individual Workweeks by the Workweek Value.

15 48. **No Credit Toward Benefit Plans.** Payments made to Plaintiffs, Settlement Class
16 Members, and PAGA Group Members under this Settlement Agreement shall not be utilized to
17 calculate any additional benefits under any benefit plans to which they may be eligible including, but
18 not limited to, under profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
19 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that
20 this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff,
21 Settlement Class Members, and PAGA Group Members may be entitled under any benefit plans.

22 49. **Taxation of Settlement Proceeds.**

23 a. The Parties agree that twenty-five percent (25%) of each Individual Settlement
24 Share will be considered taxable wages and will be reported as such to each Settlement Class Member
25 on IRS Form W-2. The Parties agree that seventy-five percent (75%) of each Individual Settlement
26 Share will be considered interest and penalties and will be reported as such to each Settlement Class
27 Member on IRS Form 1099 (if required). The Parties agree that one hundred percent (100%) of each
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individual PAGA payment will be considered penalties and will be reported as such to each PAGA Group Member on IRS Form 1099 (if required).

b. The Settlement Administrator shall calculate and remit to applicable taxing authorities sufficient amounts for the employee and employer taxes.

c. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member and PAGA Group Member consistent with the foregoing breakdown.

d. All Parties represent that they have not received, and shall not rely on, advice or representations from Plaintiffs, Class Counsel or Defendants' Counsel regarding the tax treatment of payments under federal, state, or local law, and that no representations have been made to them regarding the taxability of any payments under the settlement.

e. Class Counsel will be issued IRS Form 1099 for Attorneys' Fees and Costs awarded by the Court. Except as provided herein, each of the Parties shall bear his, her, their, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Lawsuit.

f. Plaintiffs will each be issued an IRS Form 1099 for their Enhancement Payments. The Enhancement Payments payable to Plaintiffs shall be in addition to the Individual Settlement Payments they are contemplated to receive under this Settlement Agreement.

50. **Notice Procedure.**

a. The Parties shall use CPT Group, Inc. as the Settlement Administrator to distribute the Class Notice, distribute payments under this Settlement Agreement, handle tax reporting, establish and host a dedicated case settlement website, and field questions with a telephonic hotline.

b. Defendants will provide the Settlement Administrator with the Class List within twenty-one (21) calendar days following the date of Preliminary Approval. The Class List and any other data provided by Defendants to the Settlement Administrator shall not be used by the Settlement Administrator for any purpose other than as permitted by this Settlement Agreement. The Settlement Administrator will use the Class List only for the purposes described herein, and ensure that any other communications with Class Members shall not include the Class Members' Social Security numbers except for the last four digits.

c. The Settlement Administrator shall be responsible for:

- i. Mailing the Class Notice to Class Members and PAGA Group Members as directed by the Court;
- ii. Consulting with counsel for the Parties concerning any relevant issues, including (without limitation) the estimated payments to Settlement Class Members and PAGA Group Members;
- iii. Receiving and processing Workweek Disputes and rejecting untimely or improper Workweek Disputes;
- iv. Keeping track of Requests for Exclusion, and rejecting untimely or improper Requests for Exclusion;
- v. Keeping track of Objections;
- vi. Distribution of payments in accordance with this Settlement Agreement and the Court's orders;
- vii. Providing weekly status reports to counsel for the Parties, including: (a) the number of Class Notices mailed; (b) the number of Workweek Disputes received; (c) the number of Objections received; and (d) the number of Requests for Exclusion received;
- viii. No later than twenty-one (21) business days before the Final Approval Hearing, preparing and providing to Class Counsel and Defendants' Counsel, for filing with the Court in support of Plaintiffs' motion for final approval of the settlement, a declaration of due diligence setting forth its compliance with its obligations under this Settlement Agreement;
- ix. Notifying Defendants' Counsel, within three (3) business days after the Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be paid by Defendants in the amounts and in accordance with the deadlines set forth herein;
- x. Issuing the following: IRS Form W-2 to each Settlement Class Member for the wage portion of each Individual Settlement Share, IRS Form 1099 (if required) to each Settlement Class Member for the non-wage portion of each Individual Settlement Share, IRS Form 1099 to each Plaintiff for their Enhancement Awards, IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs award, and IRS Form 1099 to the Settlement Administrator for the Administration Costs; and,

xi. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members and PAGA Group Members.

d. Within ten (10) calendar days of receipt of the Class List, the Settlement Administrator shall mail the Class Notice to all persons shown by Defendants' records to be Class Members, as reflected in the Class List, via first class U.S. mail, using the most current mailing address available after a National Change of Address search. The Class Notice shall state an estimate of each Class Member's respective Individual Settlement Share and the number of Workweeks credited to him or her along with an estimate of each PAGA Group Member's respective individual PAGA payment and the number of Pay Periods credited to him or her, based on Defendants' certification pursuant to Paragraphs 47(d), 47(f), and 53.

e. Any Class Notice(s) returned to the Settlement Administrator as undelivered within fifteen (15) calendar days of initial mailing and bearing a forwarding address shall be re-mailed by the Settlement Administrator within three (3) business days following receipt of the returned mail. For any such Class Notice returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall first conduct a National Change of Address search as required for undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an updated address, and shall promptly re-mail the Class Notice to any newly-found address or addresses. The Settlement Administrator shall also re-mail by first class U.S. mail any such Class Notice returned by the Post Office with a forwarding address. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within five (5) calendar days after re-mailing, received the Class Notice.

f. Class Counsel shall provide the Court with a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members and PAGA Group Members as required by this Settlement Agreement, as well as any additional information Class Counsel deem appropriate to provide to the Court, before the Final Approval Hearing.

51. **Settlement Payments.** Class Members and PAGA Group Members are not required to submit a claim form to receive a settlement payment.

1 52. **Submission of Workweek Disputes.**

2 a. If any Class Member disputes the Workweeks set forth on the Class Notice
3 during the Class Period (“Workweeks Dispute”), the Class Member may submit documentation
4 supporting his or her position by mail to the Settlement Administrator no later than forty five (45)
5 calendar days from the date the Class Notice is originally mailed by the Settlement Administrator for
6 those Class Members whose original mailing was not returned to the Settlement Administrator, or thirty
7 (30) days from the date of the re-mailing to Class Members whose Class Notice was returned to the
8 Settlement Administrator, whichever is later, (“Response Deadline”). Workweek Disputes not
9 postmarked or confirmed received by the Settlement Administrator on or before the Response Deadline
10 will be considered late and may be summarily rejected by the Settlement Administrator, in consultation
11 with Class Counsel and Defendants’ Counsel.

12 b. The Settlement Administrator will notify counsel for the Parties of any disputes
13 via email. The Settlement Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Parties and the Settlement Administrator will evaluate the evidence and
15 discuss in good faith how many Workweeks to be credited in conformity with Paragraph 47(f). If the
16 Parties and the Settlement Administrator do not reach agreement, the Court will make the final
17 determination as to how many Workweeks should be credited.

18 53. **Pro-Rata Increase of Gross Settlement Amount.**

19 Defendants certify the number of Workweeks that have accrued for all Class Members during
20 period from April 6, 2017 through May 1, 2022. If at the conclusion of that period the number of
21 Workweeks should exceed 45,370 (the amount hereby certified by Defendants) by more than ten
22 percent (10%), the Gross Settlement Amount shall be increased by the actual percentage increase in
23 Workweeks.

24 54. **Opt-Out Procedure.**

25 a. Class Members may request to opt out of the class settlement by mailing a
26 written request for exclusion (“Request for Exclusion”) to the Settlement Administrator. To be timely,
27 Requests for Exclusion must be mailed to the Settlement Administrator, postmarked on or before the
28 Response Deadline.

b. A Request for Exclusion should: (1) be signed by the Class Member; (2) contain the case name and case number of the Lawsuit; (3) contain the Class Member's full name, telephone number, and mailing address; and (4) clearly state that the Class Member wants to opt out of the settlement. No specific language is required in the Request for Exclusion provided it is sufficiently clear that the Class Member desires to be excluded from the class settlement. No opt-out request may be made on behalf of more than one Class Member.

c. Upon receipt of any timely Request for Exclusion, the Settlement Administrator shall review the request to verify the information contained therein and confirm that the request complies with the requirements of this Settlement Agreement.

d. Any Class Member who fails to submit via first class U.S. mail a timely and valid Request for Exclusion shall be barred from opting out of the settlement. The Settlement Administrator shall not review or consider any Request for Exclusion postmarked after the Response Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend the Response Deadline for Class Members to file a Request for Exclusion, except as ordered by the Court or mutually agreed by the Parties.

e. Plaintiffs agree not to request to be excluded from the settlement.

f. PAGA Group Members may not opt out of the settlement of the PAGA Group Members' Released Claims.

55. **Defendants' Right to Cancel.**

If more than five percent (5%) of Class Members submit a timely and valid Request for Exclusion, Defendants shall have the sole and absolute discretion to withdraw from this Settlement Agreement within ten (10) court days after the Response Deadline by providing written notice of such withdrawal to Class Counsel. In the event that Defendants elect to withdraw as set forth in this provision, the withdrawal shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement and shall become null and void and have no further force or effect. If Defendants exercise their option to terminate this settlement, they shall pay all Administration Costs already incurred by the Settlement Administrator.

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1 56. **Objections to Settlement.**

2 a. Any Settlement Class Member may object to the settlement by either mailing a
3 written objection to the Settlement Administrator (“Objection”) or appearing at the Final Approval
4 Hearing to discuss the Settlement Class Member’s objection with the Court and the Parties at Settlement
5 Class Member’s own expense. To be timely, written Objections must be mailed to the Settlement
6 Administrator, postmarked on or before the Response Deadline.

7 b. An Objection should: (1) be signed by the Settlement Class Member; (2) contain
8 the case name and case number of the Lawsuit; (3) contain the Settlement Class Member’s full name,
9 telephone number, and mailing address; (4) clearly state the factual and legal basis for objecting to the
10 settlement; (5) indicate whether the Settlement Class Member is represented by counsel and identify
11 said counsel; and (6) indicate whether the Settlement Class Member intends to appear at the Final
12 Approval Hearing and seeks to be heard at the Final Approval Hearing. The Settlement Administrator
13 will provide the Parties’ counsel with any Objections received and also attach the Objections as exhibits
14 to its declaration regarding due diligence that will be filed with the Court in advance of the Final
15 Approval Hearing.

16 57. **Settlement Proceeds Distribution Deadlines.**

17 a. Defendants shall fund the Gross Settlement Amount within twenty-one (21)
18 calendar days after the Effective Date. If the Gross Settlement Amount increases or changes pursuant
19 to Paragraph 53, then the amount to be paid by Defendants will proportionally increase or change.

20 b. No later than ten (10) calendar days after Defendants fully fund the Gross
21 Settlement Amount, the Settlement Administrator shall distribute payments in accordance with this
22 Settlement Agreement and the Court’s orders, as follows: (i) payment of the Enhancement Payments
23 to Plaintiffs; (ii) payment of the LWDA Payment to the Labor and Workforce Development Agency
24 (“LWDA”); (iii) payment of Individual Settlement Payments to Settlement Class Members and PAGA
25 Group Members; (iv) payment of Attorneys’ Fees and Costs to Class Counsel; and (v) payment of
26 Administration Costs to the Settlement Administrator.

27 c. Settlement checks will be valid for a period of one hundred and eighty (180)
28 calendar days from the date of issuance, and after this time period, any uncashed check(s) will be

1 cancelled, and the funds associated with such cancelled checks will be transmitted to a *cy pres*
2 beneficiary to be agreed upon by the Parties in conformity with the requirements of California Code of
3 Civil Procedure section 384.

4 d. The remittance of all Court ordered and approved payments, under this
5 Settlement Agreement, to the Settlement Administrator shall constitute the full and complete discharge
6 of the entire obligation of Defendants under this Settlement Agreement.

7 e. No person shall have any claim against the Settlement Administrator,
8 Defendants, Plaintiffs, Class Counsel, Defendants' Counsel, or any other agent designated by Plaintiffs
9 or Defendants based upon the distribution of payments made in accordance with this Settlement
10 Agreement or further orders of the Court.

11 f. Defendants shall not be obligated to make any payments contemplated by this
12 Settlement Agreement unless and until the Court enters the Final Approval Order and Judgment, and
13 after the Effective Date, and no amounts will be owed or payable until all appeals or other collateral
14 attack have been lapsed or have been favorably resolved in favor of the settlement and no further
15 challenge to the settlement is possible.

16 58. **Binding Effect.**

17 a. Subject to Final Approval, all Settlement Class Members and PAGA Group
18 Members shall be bound by this Settlement Agreement, the contemplated Final Approval Order and
19 Judgment, and the release of Settlement Class Members' Released Claims and PAGA Group Members'
20 Released Claims against the Released Parties.

21 b. Subject to Final Approval, all Class Members, whether or not they submit a
22 request for exclusion, employed by Defendant(s) during the PAGA Period (the "PAGA Group
23 Members") will receive a PAGA payment and will no longer be able to seek penalties under the PAGA
24 for PAGA Group Members' Released Claims.

25 c. A copy of the Final Approval Order and Judgment will be available on the
26 Settlement Administrator's website pursuant to California Rules of Court, Rule 3.771(b).

27 59. **Provisional Approval of Settlement.** After execution of this Settlement Agreement,
28 Plaintiffs shall file a motion seeking preliminary approval of the settlement. Defendants shall not

1 oppose the motion for preliminary approval of the settlement so long as the motion and supporting
2 papers are consistent with the terms of this Settlement Agreement. By way of the motion, the Court
3 will be requested to enter a Preliminary Approval Order that:

- 4 a. Preliminarily approves this Settlement Agreement;
- 5 b. Conditionally certifies the Class, for purposes of settlement;
- 6 c. Preliminarily appoints Plaintiffs as representatives of the Class for settlement
7 purposes;
- 8 d. Preliminarily appoints Class Counsel as counsel for the Class for settlement
9 purposes;
- 10 e. Approves and appoints the Settlement Administrator to administer the settlement
11 as required by this Settlement Agreement;
- 12 f. Approves the form of the Class Notice and requires that it be sent to Class
13 Members and PAGA Group Members by first class U.S. mail;
- 14 g. Schedules the Final Approval Hearing; and
- 15 h. Approves the procedure and deadlines for Class Members to submit Requests
16 for Exclusion, Objections, and Workweek Disputes.

17 60. **Non-Interference with Settlement Administration.** The Parties and their counsel
18 agree that they shall not seek to solicit or otherwise encourage Class Members to submit Requests for
19 Exclusion or Objections to the settlement or to appeal from the Final Approval Order and Judgment.

20 61. **Final Approval Order and Judgment.** Defendants shall not oppose the motion for
21 final approval of the settlement so long as the motion and supporting papers are consistent with the
22 terms of this Settlement Agreement. Plaintiffs will request, and Defendants will concur in said request,
23 that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment drafted
24 by Plaintiffs in the form that is consistent with this Settlement Agreement and subject to prior review
25 and approval by Defendants. Plaintiffs will request that the Final Approval Order and Judgment find
26 that this settlement is fair, just, equitable, reasonable, adequate and in the best interests of Settlement
27 Class Members and PAGA Group Members, enter judgment in accordance with California Rules of
28 Court, Rule 3.769, and require the Parties to carry out the provisions of this Settlement Agreement.

1 62. **Voiding of Settlement Agreement if Settlement Not Finalized or for Failure to**
2 **Satisfy Conditions.**

3 a. The Court may award less to Plaintiffs, Class Counsel, Settlement
4 Administrator, and/or the LWDA than is provided for herein, without impacting the validity and
5 enforceability of this Settlement Agreement.

6 b. If for any reason the settlement set forth in this Settlement Agreement is
7 terminated as provided under this Paragraph or Paragraph 55, or does not otherwise become final:

8 i. The settlement shall be null and void and the orders and judgment to be
9 entered pursuant to this Settlement Agreement shall be vacated; and the Parties will be returned to the
10 status quo prior to entering this Settlement Agreement with respect to the Lawsuit, as if the Parties had
11 never entered into this Settlement Agreement.

12 ii. The Settlement Agreement and all negotiations, court orders and
13 proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, Class
14 Members, and PAGA Group Members, whom shall be restored to their respective positions existing
15 prior to the execution of this Settlement Agreement, and evidence relating to the Settlement Agreement
16 and all negotiations shall not be admissible or discoverable in the litigation and/or Lawsuit or otherwise.

17 iii. Defendants will not have waived, and instead expressly reserve, their
18 rights to challenge the continuing propriety of class certification or representative adjudication for any
19 purpose.

20 iv. Plaintiffs and Class Counsel will not have waived, and instead expressly
21 reserve, their rights to move for collective and/or class certification and seek representative
22 adjudication.

23 v. To the extent one exists, the Preliminary Approval Order shall be vacated
24 in its entirety and neither this Settlement Agreement, the Preliminary Approval Order, nor any other
25 document in any way relating to any of the foregoing, shall be relied upon, referred to, or used in any
26 way for any purpose in connection with any further proceedings in this or any related action, including
27 class certification proceedings.

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63. **No Publicity.** Plaintiffs and Class Counsel agree not to disclose or publicize the settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the settlement. Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the settlement, except as shall be contractually required to effectuate the terms of the settlement. If the Parties or their counsel are contacted by the press, media or any industry association, they will respond only that the case has been amicably resolved to the parties' mutual satisfaction. This provision will not prevent Plaintiffs or Class Counsel from discussing the allegations in the Lawsuit with Class Members.

64. **Notices.** All notices, requests, demands, and other communications required or permitted to be given pursuant to this Settlement Agreement shall be in writing, and shall be delivered by first class U.S. mail as follows:

For Plaintiffs, Class Members, and PAGA Group Members:

Anthony J. Orshansky
Jennifer L. Connor
CounselOne, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, California 90210

For Defendant Wilbur Curtis Co., Inc.:

Jennifer B. Zargarof
Morgan, Lewis & Bockius LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071-3132

For Defendants WCCO Holdings, Inc., Kevin Robert Curtis and Michael Aitkin Curtis:

Mark J. Jacobs
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

1 65. **Interim Stay of Proceedings.**

2 Upon full execution of this Agreement, the Parties agree that the Lawsuits shall be stayed in
3 their entirety except for the proceedings necessary to implement and complete the Settlement.

4 66. **Modification in Writing.** This Settlement Agreement may be altered, amended,
5 modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved
6 by the Court. This Settlement Agreement may not be amended, altered, modified or waived, in whole
7 or in part, orally.

8 67. **Ongoing Cooperation.** Plaintiffs and Defendants and their respective counsel shall
9 execute all documents and perform all acts necessary and proper to effectuate the terms of this
10 Settlement Agreement. The executing of documents must take place prior to the Final Approval
11 Hearing.

12 68. **Binding on Successors.** This Settlement Agreement shall be binding and shall inure to
13 the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and
14 legal representatives.

15 69. **Entire Agreement.** This Settlement Agreement and any attached Exhibits constitute the
16 full, complete, and entire understanding, agreement, and arrangement between the Parties with respect
17 to the settlement of the Lawsuit and Release of Claims. This Settlement Agreement supersedes any and
18 all prior oral or written understandings, agreements, and arrangements between the Parties with respect
19 to the settlement of the Lawsuit and Release of Claims. Except as to those set forth and included
20 expressly in this Settlement Agreement, there are no other agreements, covenants, promises,
21 representations, or arrangements between the Parties with respect to the settlement of the Lawsuit.

22 70. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more
23 counterparts and electronic signatures are acceptable. All executed copies of this Settlement
24 Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have the
25 same force and effect and shall be as legally binding and enforceable as the original.

26 71. **Captions.** The captions and section numbers in this Settlement Agreement are inserted
27 for the reader's convenience and in no way define, limit, construe, or describe the scope or intent of the
28 provisions of this Settlement Agreement.

1 72. **Governing Law.** This Settlement Agreement shall be interpreted, construed, enforced,
2 and administered in accordance with the laws of the State of California, without regard to conflict of
3 law rules.

4 73. **Reservation of Jurisdiction.** Notwithstanding entry and filing of the Final Approval
5 Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the
6 terms of this Settlement Agreement.

7 74. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be
9 construed more strictly against one Party than another merely by virtue of the fact that it may have been
10 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
11 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
12 Agreement.

13 75. **Representation by Counsel.** The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
15 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
16 Plaintiffs and Class Counsel warrant and represent, to their knowledge, that there are no liens on this
17 Settlement Agreement.

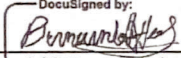
18 76. **Warranties and Representations.** With respect to themselves, each of the Parties to
19 this Settlement Agreement and/or their agents or counsel represent, covenant, and warrant that (a) they
20 have full power and authority to enter into and consummate all transactions contemplated by this
21 Settlement Agreement and have duly authorized the execution, delivery, and performance of this
22 Settlement Agreement and (b) the person executing this Settlement Agreement has the full right, power,
23 and authority to enter into this Settlement Agreement on behalf of the Party for whom he/she has
24 executed this Settlement Agreement, and the full right, power, and authority to execute any and all
25 necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations
26 of this Settlement Agreement.

27 ///

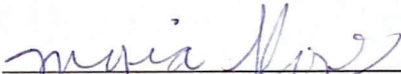
28 ///

IT IS SO AGREED:

Dated: 9/3/2022, 2022

DocuSigned by:

 Plaintiff Bernardo Hernandez

Dated: 9-7-22, 2022


 Plaintiff Maria G. Flores

Dated: _____, 2022

Name: _____
 Title: _____

On Behalf of Defendant Wilbur
 Curtis Co., Inc.

Dated: _____, 2022

Name: _____
 Title: _____

On Behalf of Defendant WCCO
 Holdings, Inc.

Dated: _____, 2022

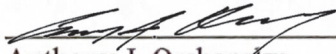
Defendant Kevin Robert Curtis

Dated: _____, 2022

Defendant Michael Aitkin Curtis

APPROVED AS TO FORM:

Dated: September 8, 2022


 Anthony J. Orshansky
 Jennifer L. Connor
 CounselOne, PC
 Attorneys for Plaintiffs

1 Dated: _____, 2022

2 _____
3 Jennifer B. Zargarof
4 Morgan, Lewis & Bockius LLP
5 Attorneys for Defendant
6 Wilbur Curtis Co., Inc.

7 Dated: _____, 2022

8 _____
9 Mark J. Jacobs
10 Fisher & Phillips LLP
11 Attorneys for Defendants
12 WCCO Holdings, Inc., Kevin Robert
13 Curtis, and Michael Aitkin Curtis