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Attorneys for Defendant
TAD PGS, INC.

Additional counsel on next page

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

ALEXANDRA RIOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TSM CORPORATION, a Tennessee
corporation; TAD PGS, INC., a Delaware
corporation; XATOR CORPORATION, a
Virginia corporation; and DOES 1 through 50,
inclusive

Defendants.

) CASE NO. 37-2021-00038991-CU-OE-
) CTL

) **JOINT STIPULATION TO PRIVATE**
) **ATTORNEYS GENERAL ACT (CAL.**
) **LAB. CODE § 2698, ET SEQ.)**
) **SETTLEMENT AND RELEASE**
) **AGREEMENT**

) Complaint Filed: September 13, 2021

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5 Attorneys for Defendants
6 TSM CORPORATION and
XATOR CORPORATION
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12 Attorneys for Plaintiff
ALEXANDRA RIOS
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IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to the approval of the Court, pursuant to Labor Code section 2699(1)(2), that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Joint Stipulation of Private Attorneys General Act (“PAGA”) Settlement and Release (“Agreement” or “Settlement Agreement”).

This Agreement is made by and between Plaintiff Alexandra Rios (“Plaintiff”) for herself and on behalf of other Covered Employees (defined below) and the State of California, and Defendants TSM Corporation (“TSM”), TAD PGS, Inc. (“TAD”), and Xator Corporation (“Xator”) (collectively “Defendants”). (Plaintiff and Defendants, as defined herein, are collectively referred to as the “Parties”).

The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by agreement of Defendants to (i) pay the maximum sum of Sixty Thousand Nine Hundred Sixty Dollars and No Cents (\$60,960.00) (hereinafter referred to as the “Gross Settlement Fund”), which shall include a LWDA Penalty Payment to the State of California (defined below), an Employees Penalty Payment to the Covered Employees (defined below), Plaintiff’s Attorneys’ Fees and Litigation Costs as approved by the Court, Plaintiff’s PAGA Representative Service Award, and the Settlement Administration Fee as approved by the Court. Defendants’ monetary obligations under this Agreement are limited to the amount defined as the Gross Settlement Fund, and Defendants may not be required to contribute additional monies above the Gross Settlement Fund under any circumstances whatsoever, except as may be provided for in Section 12 (Escalator Clause).

Section 1. Definitions.

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

- (a) “Complaint” or “Litigation” means the operative Complaint filed in *Alexandra Rios v. TSM Corporation, et al.*, pending before the Superior Court of the State of California for the County of San Diego, Case No. 37-2021-00038991-CU-OE-

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CTL.

(b) “Court” means the Superior Court of the State of California for the County of San Diego.

(c) “Covered Employees” means all current and former non-exempt employees of Defendants who work or worked within the State of California at the Pomona and/or San Diego emergency intake sites at any time during the Covered Period.

(d) “Covered Period” means July 1, 2020 to the date the Court enters an order approving the Settlement Agreement.

(e) “Defendants’ Counsel” or “Counsel for Defendants” means TSM and Xator’s Counsel and TAD’s Counsel.

(f) “Effective Date” means the earliest date, following approval by the Court of the Settlement Agreement, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Court’s approval of the Settlement Agreement is no longer subject to further judicial review.

(g) “LWDA” means the California Labor and Workforce Development Agency.

(h) “Net Settlement Fund” means the amount to be distributed as the LWDA Penalty Payment and the Employees Penalty Payment after deducting from the Gross Settlement Fund the amounts approved by the Court for the Plaintiff’s Attorneys’ Fees and Litigation Costs, the Plaintiff’s PAGA Representative Service Award and the Settlement Administration Fee.

(i) “Plaintiff’s Counsel” means:

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Lauren N. Vega
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(j) “Released Claims” means any and all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in the Litigation and Plaintiff’s notice letter to the LWDA including, but not limited to, Labor Code sections 201-204, 204b, 210, 218, 218.6, 226, 226.3, 226.7, 246, 246.5, 247.5, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, 2699.3, and the applicable IWC Wage Orders, and any resulting claim for attorneys’ fees and costs under PAGA.

(k) “Released Parties” means Defendants, their respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies including but not limited to Adecco USA, Inc., Adecco Government Solutions, each of their respective current and former partners, officers, directors, employees, attorneys, agents, and other related parties.

(l) “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement. The costs of the Settlement Administrator to perform its duties under this Agreement are currently estimated to be an amount of up to Four Thousand Dollars and No Cents (\$4,000.00) (“Settlement Administration Fee”).

(m) “Settlement Pay Periods” means the number of payroll periods during which each Covered Employee actually worked and was paid wages during the Covered Period.

(n) “TAD’s Counsel” means:

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Allison Ross
Elizabeth Y. Mu
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(o) “TSM and Xator’s Counsel” means:

Jon C. Yonemitsu
Erika D. Nettles
LITTLER MENDELSON, P.C.
501 W. Broadway, #900
San Diego, CA 92101

Section 2. Background.

- (a) On July 1, 2021, Plaintiff, on behalf of herself, other allegedly aggrieved employees, and the State of California, submitted a letter to the LWDA in which she alleged that Defendants failed to provide meal periods and rest breaks, failed to pay for all regular and overtime hours worked, failed to pay accurate minimum wages, failed to provide accurate, itemized wage statements, failed to timely pay wages, including final pay, failed to provide paid sick leave, failed to reimburse for necessary work expenses, and failed to maintain accurate payroll records. On September 13, 2021, Plaintiff filed a PAGA representative action in San Diego Superior Court alleging these wage-and-hour claims against Defendants and seeking PAGA penalties arising from such claims.
- (b) Throughout the Litigation, Defendants denied, and continue to deny, any wrongdoing or penalties owed in regard to the alleged violations.
- (c) The Parties agreed to mediate the matter on July 11, 2022, with mediator Louis Marlin.
- (d) Prior to mediation, the Parties engaged in informal discovery. TAD, TSM, and Xator provided Plaintiff with documents and/or information including but not limited to, policies and practices, information on Covered Employees, Settlement Pay Periods, time and payroll records, and personnel records.
- (e) In April and May 2022, the Parties engaged in informal settlement discussions. On June 2, 2022, the Parties resolved the Litigation.
- (f) The Settlement contemplates all of the following:

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1. Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(1)(2); and

2. Plaintiff's execution of a release including a waiver of California Civil Code section 1542) and dismissal with prejudice of the Lawsuit in exchange for Three Thousand Dollars and No Cents (\$3,000.00) ("Plaintiff's Individual Settlement").

Section 3. Attorneys' Fees and Litigation Costs Payment, Plaintiff's PAGA Representative Service Award, and Plaintiff's Individual Settlement Payment.

Subject to Court approval, Plaintiff's Counsel will request and be paid from the Gross Settlement Fund (i) an amount up to thirty-three percent (33%) of the Settlement Fund, totaling Twenty Thousand Three Hundred Twenty Dollars and No Cents (\$20,320.00) for attorneys' fees ("Attorneys' Fees Payment"), (ii) in the amount of Four Thousand Dollars and No Cents (\$4,000.00) for reimbursement of actual litigation costs ("Litigation Costs Payment"), (iii) in the amount of Four Thousand Five Hundred Dollars and No Cents (\$4,500.00) for Plaintiff's PAGA Representative Service Award, which Defendants will not oppose.

Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorneys' fees and costs.

Plaintiff and Defendants agree that Plaintiff's Individual Settlement Payment of Three Thousand Dollars and No Cents (\$3,000.00) is not subject to court approval. However, the Parties disclose to the Court that the Individual Settlement Payment is conditioned on (i) the Court approving the Settlement Agreement, (ii) the Court entering judgment pursuant to either the Parties' Motion for Settlement Approval or Joint Stipulation re: Settlement Approval, (iii) Plaintiff's execution of a standalone general release as described in Section 11 below, and (iv) Plaintiff's dismissal with prejudice of the Litigation.

Section 4. Cooperation.

The Parties will cooperate in obtaining—through a stipulation, or, in the alternative, a

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1 motion or other application—an order from the Court approving this Settlement Agreement,
2 dismissing the Litigation with prejudice (subject to the Court’s retention of jurisdiction to
3 enforce the terms of the Settlement under Code of Civil Procedure section 664.6), and payment
4 of PAGA penalties as described herein, pursuant to California Labor Code section 2699(1)(2).
5 Plaintiff will submit this Settlement Agreement and the Joint Stipulation (or Motion) for
6 Settlement Approval to the LWDA pursuant to Labor Code section 2699(1)(2), and provide
7 proof of submission to the Court as part of the settlement approval process. The Parties agree to
8 use their best efforts to expedite the preparation and submission of the settlement documents.
9 The Parties further agree to fully cooperate in the drafting and/or filing of any further documents
10 or filings reasonably necessary to be prepared or filed, and shall take all steps that may be
11 requested by the Court relating to, or that are otherwise necessary to the approval and
12 implementation of the payment of PAGA penalties as described in this Agreement.

13 **Section 5. Submission to LWDA and Court Approval.**

14 In connection with the motion and/or stipulation to obtain the Court’s approval of this
15 Agreement, Plaintiff’s Counsel shall submit this Agreement to the Court for its approval and, at
16 the same time, submit this Agreement to the LWDA, pursuant to California Labor Code
17 section 2699(1)(2). Plaintiff’s Counsel shall also submit to the Court a proposed order approving
18 this Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to
19 enforce its terms, and dismissing the Litigation with prejudice as to all Parties. Should either
20 Defendants or Plaintiff fail to act and/or facilitate submission of this Agreement for approval by
21 the Court, either Defendants or Plaintiff may seek to obtain the Court’s approval of the
22 Agreement. The Court’s approval of this Agreement shall be embodied in a written order.
23 Should the Court not grant approval of this Agreement including the payment of the aggregate
24 amount of the Gross Settlement Fund as described in this Agreement, then the entirety of this
25 Agreement shall be null and void, but the Parties will use best efforts to obtain approval,
26 including negotiating in good faith with respect to any alteration of the Settlement terms
27 suggested by the Court.
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Section 6. Settlement Payment Procedures.

(a) Covered Employees Data

1. No later than thirty (30) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Covered Employees (the "Covered Employees List"). The Covered Employees List shall state each Covered Employee's (1) first and last name, (2) last known address, (3) last known phone number, (4) Social Security number, and (5) the Settlement Pay Periods for each Covered Employee. This information shall be treated as and remain completely confidential and shall be used solely to manage the settlement administration process described herein. The Settlement Administrator shall not share or disclose the Covered Employees List to Plaintiff's Counsel, Plaintiff or any other person or entity.

(b) Deposit and Distribution of Settlement Fund

1. No more than five (5) calendar days after the date the Court approves the Settlement, the Settlement Administrator will provide Defendants with wire transfer information and a completed W-9.
2. No later than ten (10) calendar days after the Effective Date, Defendants will transfer the Gross Settlement Fund to the Settlement Administrator via wire transfer(s).
3. No later than twenty (20) calendar days after Defendants transfer the Gross Settlement Fund to the Settlement Administrator, the Settlement Administrator shall distribute the Attorneys' Fees Payment, the Litigation Costs Payment, the Settlement Administration Fee, the LWDA Penalties Payment, and the Individual Settlement Payment.
4. No later than twenty (20) calendar days after Defendants transfer the Gross Settlement Fund to the Settlement Administrator, the Settlement Administrator shall mail the Employee Payments to the Covered

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1 Employees, along with the Covered Employee Payment Cover Letter (the
2 “Cover Letter,” attached hereto as “**EXHIBIT A**”). Prior to the mailing,
3 the Settlement Administrator shall update the addresses contained in the
4 Covered Employees List using the National Change of Address database.
5 If an Employee Payment and Cover Letter is returned as undeliverable, the
6 Settlement Administrator shall search the National Change of Address
7 database again for a more current address of the Covered Employee and
8 re-mail the Employee Payment and Cover Letter to any alternative or
9 updated address that is located within five (5) calendar days.

10 5. All payments provided for by this Agreement shall be made by the
11 Settlement Administrator in accordance with this Agreement and the
12 Court’s order approving this Agreement.

13 (c) Distribution of Net Settlement Fund.

14 1. The Net Settlement Fund is considered to be non-wage penalties and will
15 be paid without reduction for any taxes or other withholdings, and will be
16 reported on an IRS Form 1099 (if required).

17 (i) Seventy Five Percent (75%) of the Net Settlement Fund shall be
18 paid to the LWDA (“LWDA Penalty Payment”).

19 (ii) Twenty Five Percent (25%) of the Net Settlement Fund shall be
20 distributed to the Covered Employees (“Employees Penalty
21 Payment”).

22 2. The Employees Penalty Payment shall be distributed to the Covered
23 Employees *pro rata*, based on their respective Settlement Pay Periods.

24 3. The Settlement Administrator shall issue to all Covered Employees (i) a
25 check for their respective Employees Penalty Payment; (ii) an IRS Form
26 1099 for their respective Employees Penalty Payment (if required); and
27 (iii) the Cover Letter.

28 4. Checks issued to Covered Employees shall remain valid for one hundred

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eighty (180) days. All checks issued to Covered Employees that have not been cashed or deposited within the 180-day period will be cancelled, and the funds associated with such cancelled checks will be transmitted by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Covered Employee whose check(s) are cancelled.

5. The Settlement Administrator shall transmit the LWDA Penalty Payment to the LWDA as one lump sum payment, and, if this payment is made by check, the check shall remain valid for one year.

(d) Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement and do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. Plaintiff, Plaintiff's Counsel and Covered Employees will be solely responsible for correctly characterizing any compensation received under the settlement on their respective personal income tax returns for tax purposes, and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this settlement. Covered Employees will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

Section 7. No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiff's or the Covered Employees' rights, or any violations of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiff or any of the allegedly Covered Employees or the LWDA for any alleged violation of rights, or for

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any alleged violation of any order, law, statute, duty or contract.

Section 8. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.

Section 9. Nullification.

(a) If the Court should for any reason fail to approve this Agreement or if Plaintiff nullifies and voids this Agreement pursuant to Subsection (a) of this Section, then: (1) this Agreement shall be considered null and void, (2) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (3) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into, nor filed with the Court. However, the Parties will make their best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggested modification of the Agreement, so as to obtain approval for the Settlement.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Section 10. Release by Plaintiff, Covered Employees, and State of California.

Upon the Effective Date, Plaintiff, all Covered Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

Section 11. General Release by Plaintiff.

Additionally, in exchange for the Individual Settlement Payment, Plaintiff agrees to enter into a standalone, general release, wherein she will release, acquit, and forever discharge

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Released Parties, or any of them, from any and all claims. Execution of a standalone, general release and dismissal of all claims is a condition precedent to her receipt of any Individual Settlement Payment.

Section 12. Escalator Clause.

The Parties agree that as of May 23, 2022, the number of pay periods worked by Settlement Group Members is approximately 2,032, consisting of 1,640 TAD pay periods and 392 Xator pay periods. If it is determined that the Covered Pay Periods worked by TAD Settlement Group Members exceed 1,804 (1,640 plus 10% of 1,640) as of the date the Court approves the Settlement, Plaintiff may exercise the option to withdraw from the settlement as to TAD only, in which case this MOU is void as between TAD and Plaintiff only. If it is determined that the Covered Pay Periods worked by Xator Settlement Group members exceed 431 (392 plus 10% of 392) as of the date the Court approves this Settlement, Plaintiff may exercise the option to withdraw from the settlement as to Xator only, in which case this MOU is void as between Xator and Plaintiff only.

Section 13. Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or any other person, firm, or other entity.

Section 14. Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by Plaintiff, Defendants, Plaintiff's Counsel and Defendants' Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 15. Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Covered Employee, Plaintiff's Counsel, or Defendants' Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the

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sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 16. Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 17. Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 18. Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited to DocuSign shall be treated as an original signature for all purposes.

Section 19. Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 20. Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 21. Dismissal & Continuing Jurisdiction.

The Parties agree that, upon the occurrence of the dismissal with prejudice of the Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction over this Litigation and over all Parties and Covered Employees to interpret and enforce the terms, conditions and obligations of the Agreement. Plaintiff's Counsel shall submit the order approving this Agreement and dismissing the Litigation with prejudice to the LWDA, in compliance with California Labor Code section 2699(1)(3).

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel and Defendants' Counsel have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED.

Dated: Jul 22, 2022

PLAINTIFF ALEXANDRA RIOS

By: *Alexandra Rios*
Name: Alexandra Rios

Dated: _____

DEFENDANT TAD PGS, INC.

By: _____
Name: Vanessa S. Hodgerson
Title: VP, Counsel, Head of Litigation

Dated: _____

DEFENDANT TSM CORPORATION

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT XATOR CORPORATION

By: _____
Name: _____
Title: _____

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Section 21. Dismissal & Continuing Jurisdiction.

The Parties agree that, upon the occurrence of the dismissal with prejudice of the Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction over this Litigation and over all Parties and Covered Employees to interpret and enforce the terms, conditions and obligations of the Agreement. Plaintiff's Counsel shall submit the order approving this Agreement and dismissing the Litigation with prejudice to the LWDA, in compliance with California Labor Code section 2699(1)(3).

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel and Defendants' Counsel have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED.

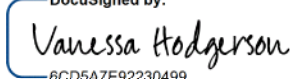
Dated: _____

PLAINTIFF ALEXANDRA RIOS

By: _____
Name: Alexandra Rios

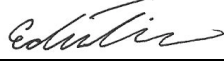
Dated: August 5, 2022 | 1:02 PM PDT

DEFENDANT TAD PGS, INC.

DocuSigned by:

By: _____
Name: Vanessa S. Hodgerson
Title: VP, Counsel, Head of Litigation

Dated: 07/22/2022

DEFENDANT TSM CORPORATION

By: 
Name: Ted Timberlake
Title: Vice President, Human Capital

Dated: 07/22/2022

DEFENDANT XATOR CORPORATION

By: 
Name: Ted Timberlake
Title: Vice President, Human Capital