

1 JUSTICE LAW CORPORATION
Douglas Han, State Bar No. 232858
2 dhan@justicelawcorp.com
Shunt Tatavos-Gharajeh, State Bar No. 272164
3 statavos@justicelawcorp.com
Lizette Rodriguez, State Bar No. 335182
4 lrodriguez@justicelawcorp.com
751 N. Fair Oaks Avenue, Suite 101
5 Pasadena, California 91103
Telephone: (818) 230-7502

6 Attorneys for Plaintiff
7 SUZETTE MIRANDA

8 CDF LABOR LAW LLP
David G. Hagopian, State Bar No. 145171
9 dhagopian@cdf litigation.com
Garrett V. Jensen, State Bar No. 242874
10 gjensen@cdf laborlaw.com
Robyn E. Frick, State Bar No. 246927
11 rfrick@cdf laborlaw.com
18300 Von Karman Avenue, Suite 800
12 Irvine, CA 92612
Telephone: (949) 622-1661

13 Attorneys for Defendant
14 ASKEW INDUSTRIAL CORPORATION

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 SUZETTE MIRANDA, individually, and on
behalf of other members of the general public
18 similarly situated;

19 Plaintiff,
20 vs.

21 ASKEW INDUSTRIAL CORPORATION, a
California corporation; and DOES 1 through
100, inclusive;

22 Defendants.
23

) Case No. 21STCV40337

)
) Assigned for All Purposes to:
) Judge: Elihu M. Berle
) Dept: SS-6

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF CLASS ACTION**

) Action Filed: November 2, 2021
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1 This Joint Stipulation of Settlement and Release of Class Action (“Agreement”) is made and
2 entered into between Plaintiff Suzette Miranda (“Plaintiff”), individually and on behalf of the
3 proposed Settlement Class, (defined below), and Defendant Askew Industrial Corporation
4 (“Defendant”). This Agreement is subject to approval of the Court, pursuant to the California Rules
5 of Court (“CRC”), Rule 3.769(c), (d) and (e), and made for the sole purpose of attempting to
6 consummate settlement of the Action (as defined below) on a class-wide basis subject to the
7 following terms and conditions. As detailed below, if the Court does not enter an order granting final
8 approval of the Class Settlement (as defined below) and enter judgment, or the conditions precedent
9 are not met for any reason, this Agreement is void and of no force or effect whatsoever.

10 **1. DEFINITIONS**

11 As used in this Agreement, the following terms shall have the meanings specified below. To
12 the extent terms or phrases used in this Agreement are not specifically defined below, but are defined
13 elsewhere in this Agreement, they are incorporated by reference into this definition section.

14 1.1 **Action**. “Action” shall mean the lawsuit titled *Suzette Miranda v. Askew*
15 *Industrial Corporation*, Case No. 21STCV40337, pending in the Superior Court of California,
16 County of Los Angeles, which includes the notice letter sent to the Labor and Workforce
17 Development Agency (“LWDA”).

18 1.2 **Administration Expenses**. “Administration Expenses” shall mean the
19 amount that will be paid to the Settlement Administrator for the administration of this Settlement in
20 an amount not to exceed \$9,000.

21 1.3 **Claims**. “Claims” shall mean the claims asserted and causes of action alleged
22 in the Action, or that could have been alleged or otherwise raised based on the factual allegations set
23 forth in the operative pleadings in the Action, including claims under Labor Code sections 201-204,
24 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1994, 1197, 1197.1, 1198,
25 2800 and 2802 and the IWC Wage Orders for: (a) failure to pay overtime wages; (b) failure to provide
26 rest and meal periods and/or pay premiums; (c) failure to pay minimum wages; (d) failure to timely
27 pay wages; (e) non-compliant wage statements; (f) unreimbursed business expenses; (g) violation of
28 Bus. & Prof. Code sections 17200, *et seq.*; (h) and violation of Private Attorneys General Act (Lab.

Code sections 2698, *et seq.* (“PAGA”).

1.4 **Class Counsel.** “Class Counsel” shall mean Douglas Han, Shunt Tatavos-Gharajeh and Lizette Rodriguez of Justice Law Corporation, 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103.

1.5 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Final Approval and Fairness Hearing (as defined below).

1.6 **Class List and Data.** “Class List and Data” shall mean the information for each Settlement Class Member which Defendant shall compile from its business records and provide to the Administrator for purposes of providing notice of the Settlement to the Settlement Class. The Class List and Data shall be in a readable, ready to use, Microsoft Excel spreadsheet, which will provide the following information for each Settlement Class Member: (a) full name; (b) last-known mailing address; (c) telephone numbers; (d) Social Security Number; (e) dates of employment; (f) number of Weeks Worked during the Class Period; and (g) number of Pay Periods employed as a PAGA Member during the PAGA Period.

1.7 **Class Period.** “Class Period” shall mean the period from November 2, 2017 through April 27, 2022.

1.8 **Class Representative.** “Class Representative” shall mean Plaintiff.

1.9 **Court.** “Court” shall mean the Superior Court of California, County of Los Angeles.

1.10 **Defendant.** “Defendant” shall mean Askew Industrial Corporation.

1.11 **Defense Counsel.** “Defense Counsel” shall mean David G. Hagopian, Garrett V. Jensen and Robyn E. Frick of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612.

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1.12 **Effective Date.** “Effective Date” shall be the later of the time when: (a) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part; (c) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (d) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.13 **Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required Withholding” shall mean the Participating Settlement Class Member’s share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Participating Settlement Class Member’s Individual Settlement Payment that constitutes wages.

1.14 **Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendant’s share of corporate, federal, state, and/or local payroll taxes that is owed on the portion of the Participating Settlement Class Member’s Individual Settlement Payment that constitutes wages. The Employer’s Taxes shall be separately paid by Defendant in addition to the Gross Settlement Amount.

1.15 **Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the final hearing held to consider the Class reaction to notice of the Settlement, and to ascertain the fairness, reasonableness, and adequacy of the Class Settlement. At this hearing, the Court will consider Class Counsel’s application for the Class Counsel’s Attorneys’ Fees and Expenses, the Incentive Award, the Administration Expenses, and approval of the PAGA Payment.

1.16 **Final Approval Date.** “Final Approval Date” shall mean the date upon which the Court enters an order granting final approval of the Class Action Settlement and enters Judgment.

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1.17 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling Seven Hundred Fifty Thousand Dollars (\$750,000.00), to be paid by Defendant in full settlement of the Released Claims asserted in this case, which includes the Administration Expenses to the Settlement Administrator, Employee’s Taxes and Required Withholdings, Class Counsel’s Attorneys’ Fees and Expenses, PAGA Payment to the LWDA and PAGA Members, and Incentive Award to Plaintiff. The Gross Settlement Amount is non-reversionary, meaning no amount will revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount (excluding the employer’s share of payroll taxes on the “wages” portion of the settlement for Participating Settlement Class Members). The Parties agree that Code of Civil Procedure section 384 does not apply to this Settlement and any uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, for the benefit of those Participating Settlement Class Members who did not cash their checks until such time that they claim their property.

1.18 **Incentive Award.** “Incentive Award” shall mean the monetary payment to the Class Representative of an amount up to Ten Thousand Dollars (\$10,000.00), for her efforts in initiating this Action, the risks undertaken on behalf of the Settlement Class, and for the substantial benefits to be received by Participating Settlement Class Members. The Incentive Award payment shall be reported on an IRS 1099 basis and shall be paid in addition to the Plaintiff’s Individual Settlement Payment she is entitled as a member of the Class under the terms of this Settlement.

1.19 **Individual Settlement Payment.** “Individual Settlement Payment” means the proportionate share of the Net Settlement Amount to be distributed to each Participating Class Member based on the number of his or her Weeks Worked during the Class Period in relation to the aggregate number of Weeks Worked by all Participating Settlement Class Members, less any Employee’s Taxes and Required Withholdings.

1.20 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Class Counsel’s Attorneys’ Fees and Expenses, Incentive Award, Administration Expenses, and PAGA Payment.

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1.21 **Notice Packet.** “Notice Packet” means the Notice of Class Action Settlement advising Class Members of the Settlement and their options under the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Notice Packet.

1.22 **Opt-Out.** “Opt-Out(s)” shall mean a Class Member’s timely and valid request for exclusion from the Settlement Class portion of the Settlement in accordance with the terms of this Agreement and as set forth in the Notice Packet. If a Settlement Class Member validly and timely opts out of the Class portion of the Settlement, to the extent the Settlement Class Member is eligible as a PAGA Member, they will still receive a portion of the PAGA penalty payment allocated to the PAGA Members based on the number of Pay Periods employed during the PAGA Period and will release the claims alleged under PAGA.

1.23 **PAGA.** PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

1.24 **PAGA Member(s):** “PAGA Member(s)” means any non-exempt employee of Defendant in California and/or temporary employees placed on assignment at Defendant in California by any staffing agency during the PAGA Period.

1.25 **PAGA Payment:** “PAGA Payment” shall mean allocation of Fifty Thousand Dollars (\$50,000.00) to be paid from the Gross Settlement Amount, designated by the Parties as PAGA civil penalties, seventy-five percent (75%) of which (\$37,500.00) shall be remitted to the LWDA for its statutorily set portion of the PAGA penalties (“LWDA Payment”) and the remaining twenty-five percent (25%) of which (\$12,500.00) shall be distributed to the PAGA Members on a proportionate basis based on the number of Pay Periods employed during the PAGA Period.

1.26 **PAGA Period.** “PAGA Period” means the period from August 24, 2020 through April 27, 2022.

1.27 **PAGA Released Claims.** “PAGA Released Claims” shall mean all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff’s letter to the LWDA that was sent on August 24, 2021. This includes claims under Labor Code sections 201-204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1994, 1197, 1197.1, 1198, 2800 and 2802 and the IWC Wage Orders for:

(a) failure to pay minimum and overtime wages; (b) failure to provide meal and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; (f) failure to provide paid sick days; and (g) failure to reimburse business expenses. The PAGA Released Claims will bind the PAGA Members even if they timely and validly opt out of the Settlement Class. The scope of the PAGA Released Claims is limited to claims arising during the PAGA Period.

1.28 **Participating Settlement Class Member(s).** “Participating Settlement Class Members” shall mean Settlement Class Members who do not timely and validly opt-out of the Settlement Class in the manner set forth in this Agreement and described in the Notice Packet.

1.29 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendant.

1.30 **Pay Periods.** “Pay Periods” means the number of pay periods a PAGA Member was employed during the PAGA Period.

1.31 **Plaintiff.** “Plaintiff” shall mean Plaintiff Suzette Miranda.

1.32 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Agreement, conditionally certifying the Class, approving the Notice Packet, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel as Class Counsel, and Simpluris as the Settlement Administrator, and setting a Final Approval Hearing date.

1.33 **Released Claims.** “Released Claims” shall mean all claims, theories, and causes of action alleged in the Action or that could have been alleged or otherwise raised based on the factual allegations set forth in the operative pleadings in the Action during the Class Period, including claims for: (a) failure to pay overtime wages; (b) failure to provide rest and meal periods and/or pay premiums; (c) failure to pay minimum wages; (d) failure to timely pay wages; (e) non-compliant wage statements; (f) unreimbursed business expenses; and (g) violation of California Bus. & Prof. Code sections 17200, *et seq.*

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1.34 **Released Parties.** “Released Parties” shall mean Defendant and its officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives and any of Askew Industrial Corporation’s former and present parents, subsidiaries, successors, and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.35 **Response Deadline.** “Response Deadline” shall mean forty-five (45) days following the date on which the Settlement Administrator first mails the Notice Packet to all Settlement Class Members. Settlement Class Members who receive a remailed Notice Packet fifteen (15) days or less before the Response Deadline shall have fifteen (15) days from the date the Notice Packet is remailed to postmark an Opt-Out request, object to the Agreement, or dispute the information on which their Individual Settlement Payment is calculated.

1.36 **Settlement.** “Settlement” shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.37 **Settlement Administrator.** “Settlement Administrator” shall mean Simpluris, the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The qualifications and experience of the Settlement Administrator will be provided pursuant to a declaration submitted by the Settlement Administrator that will be filed concurrently with Plaintiff’s motion for preliminary approval. The Administration Expenses are estimated to not exceed \$9,000.

1.38 **Settlement Class.** “Settlement Class” shall mean all non-exempt employees of Defendant in California and/or temporary employees placed on assignment at Defendant in California by any staffing agency during the Class Period.

1.39 **Settlement Class Member.** “Settlement Class Member” means a member of the Settlement Class. If the Class Member is incompetent or deceased, the individual’s legal guardian, executor, heir, or successor-in-interest, may submit the proper documentation to the Administrator to claim such Settlement Class Member’s Individual Settlement Payment.

1.40 Weeks Worked. “Weeks Worked” means any week during the Class Period in which a Settlement Class Member worked at least one day in that week.

2. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION

2.1 On November 2, 2021, Plaintiff filed the Action entitled *Suzette Miranda v. Askew Industrial Corporation*, Case No. 21STCV40337, in the Superior Court of California, County of Los Angeles, on behalf of herself and all others similarly situated and aggrieved, on behalf of the State of California as a private attorney general. The operative complaint in this Action alleges claims including: (a) failure to pay overtime wages; (b) failure to provide rest and meal periods and/or pay premiums; (c) failure to pay minimum wages; (d) failure to timely pay wages; (e) non-compliant wage statements; (f) unreimbursed business expenses; (g) violation of California Bus. & Prof. Code sections 17200, *et seq.* and violation of PAGA (Labor Code sections 2698, *et seq.*) (“Complaint”).

2.2 The Parties agreed to explore the possibility of a mediation on a class wide and PAGA basis. Upon agreement to attend mediation and to prepare for a meaningful and informed session, Class Counsel requested, and Defense Counsel produced, time and payroll records, relevant policies, and information regarding the class and the potentially aggrieved employees.

2.3 With sufficient discovery conducted to evaluate the viability of the claims and theories alleged, and Defendant’s potential liability on class wide and PAGA bases and its defenses, on January 27, 2022, the Parties participated in an all-day mediation with Jeffrey Ross, Esq., an experienced and respected mediator of wage and hour class and PAGA actions. Following a “mediator’s proposal,” the Parties agreed to settle the Action.

2.4 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement because of arm’s-length negotiations, facilitated by an experienced and neutral mediator, considering all relevant factors, present and potential.

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1 **3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
2 **CLASS SETTLEMENT**

3 3.1 The investigation and extensive exchange of information in this matter, as well
4 as discussions between counsel have been adequate to give and Class Counsel an understanding of
5 the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement
6 Class. The information and data exchanged by the Parties prior to and during mediation and
7 settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions
8 and to compromise the issues on a fair and equitable basis.

9 3.2 The Parties recognize and acknowledge the expense and delay of continued
10 lengthy proceedings necessary to prosecute the Action against Defendant through trial and through
11 appeals. Class Counsel have considered the uncertain outcome of the litigation, the risk of continued
12 litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation,
13 the potential difficulty of obtaining certification of the Action, as well as trying the claims of the
14 Settlement Class. Class Counsel believe that the Settlement set forth in this Agreement confers
15 substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review
16 of this Agreement by the Court in the approval process will confirm this conclusion. Based on their
17 own independent investigation and evaluation, Class Counsel have determined that the Settlement
18 set forth in the Agreement is in the best interests of Plaintiff and the Settlement Class Members.

19 **4. NO ADMISSION OF ANY LIABILITY AND CONDITIONAL**
20 **CERTIFICATION.**

21 4.1 This Agreement represents a compromise and settlement of highly disputed
22 claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to
23 constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of the
24 allegations or claims made against Defendant in the Action or the appropriateness of class or
25 conditional certification. Defendant denies each and all of Plaintiff's allegations in their entirety and
26 alleges that Plaintiff and all other Settlement Class Members were paid all wages owed, including
27 minimum wages and overtime wages, were properly paid all for hours worked, received proper rest
28 and meal breaks, received accurate itemized wage statements, were timely paid all wages due, were

1 reimbursed for any necessary business expenses, and Defendant did not engage in unfair competition.

2 4.2 Nothing in this Agreement nor any action taken or made in implementation
3 thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged,
4 issued, or used during the course of the negotiations leading to the Agreement, is intended by the
5 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any
6 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
7 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
8 regulation, rule, or executive order, or any obligation or duty at law or in equity. The Agreement may
9 be used in any proceeding in the Court for the interpretation, implementation, or enforcement of the
10 Agreement or any orders or judgments of the Court entered in connection therewith.

11 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the
12 Settlement seeking certification of a class action and Defendant's agreement thereto is for purposes
13 of the Settlement only. Solely for the purpose of this Agreement, including effectuating its terms, the
14 Parties stipulate to conditional certification of the Settlement Class. If, for any reason, the Settlement
15 is not approved, the stipulation for certification will have no force or effect. The Parties agree that
16 certification for purposes of the Settlement is in no way an admission that class certification or
17 conditional certification of a collective action is proper under the standard applied to contested
18 certification motions and that this Agreement will not be admissible in this or any other proceeding
19 as evidence that: (a) a class or representative action should be certified as Plaintiff proposed; or (b)
20 Defendant is liable to Plaintiff or the Settlement Class Members as Plaintiff alleged. Further, neither
21 this Agreement nor the Court's actions regarding this Agreement will be admissible in any court or
22 other tribunal regarding the propriety of class certification for purposes other than the settlement of
23 this Action. If this Agreement is not approved by the Court or any appellate court, is terminated, or
24 otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected
25 in any way any of their objections or defenses in the Action, including, but not limited to, its ability
26 to move to compel arbitration, raise defenses in opposition to certification, contest the merits of the
27 claims and theories alleged, etc. The Parties agree that the discovery previously propounded by
28 Plaintiff is withdrawn and that Defendant is not required to respond to Plaintiff's Complaint.

1 **5. CLASS SETTLEMENT CONSIDERATION**

2 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** Subject
3 to terms and conditions of this Agreement, and subject to Court approval, the claims of all Settlement
4 Class Members are settled for a Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars
5 (\$750,000.00), no portion of which will revert to Defendant under any circumstances. The Gross
6 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
7 consideration for the Settlement and will be made in full and final settlement of: (a) the Released
8 Claims, (b) Class Counsel's Attorneys' Fees and Expenses, (c) Administration Expenses, (d) the
9 Incentive Award, (e) PAGA Payment, and (f) the Individual Settlement Payments to Participating
10 Settlement Class Members, and any other obligation of Defendant under this Agreement (other than
11 the Employer's Taxes).

12 5.2 **Incentive Award for Class Representative.** The Class Representative may
13 petition the Court for an Incentive Award of Ten Thousand Dollars (\$10,000.00) in consideration of
14 initiation and prosecution of the Action, efforts taken on behalf of the Class, which included assisting
15 in the investigation of the claims alleged and searching for and providing crucial documents to Class
16 Counsel, for the risk of paying costs in the event this Action had been lost, and for the potential loss
17 of job opportunities because she filed this Action against a former employer. Defendant shall not
18 oppose any request by Plaintiff for an Incentive Award up to such an amount. Any Incentive Award
19 approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in
20 addition to any distribution or Individual Settlement Payment to which she may otherwise be entitled
21 as a Settlement Class Member. The Incentive Award shall not be considered wages, and the
22 Settlement Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff
23 shall be solely responsible for the payment of any and all taxes with respect to her Incentive Award.
24 Any reduction in the Incentive Award shall be added to the Net Settlement Amount.

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1 5.3 **Payments to Participating Settlement Class Members.** Each Participating
2 Settlement Class Member shall be eligible to receive an Individual Settlement Payment based on
3 their tenure, *i.e.*, the number of Weeks Worked during the Class Period, in relation to the number of
4 Weeks Worked by all Participating Class Members. The Individual Settlement Payment will be
5 subject to the Employee Taxes and Required Withholdings. Plaintiff and Participating Settlement
6 Class Members who receive an Individual Settlement Payment pursuant to this Agreement shall be
7 solely responsible for any and all other individual tax obligations associated the payment.

8 5.4 **Allocation of Individual Settlement Payment.** The Parties agreement that
9 the Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages
10 and reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form
11 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA Members'
12 portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to be reported
13 on an IRS form 1099. Defendant agrees to pay the Employer's Taxes on that portion of Individual
14 Settlement Payment allocated to W-2 wages, which will be computed and paid by the Administrator,
15 but funded separately and in addition to the Gross Settlement Amount.

16 5.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts
17 paid under the Settlement will modify any previously credited hours, days, or weeks or service under
18 any employee benefit plan, policy or bonus program sponsored by Defendant (or its affiliates). Such
19 amounts will not form the basis for additional contributions to, benefit under, or any other monetary
20 entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The
21 payments made under the terms of this Settlement shall not be applied retroactively, currently, or on
22 a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes
23 of any of Defendant's benefit plans, policies or bonus programs, if any. Defendant retains the right
24 to modify the language of its benefits plans, policies and bonus programs to effect this intent and to
25 make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks
26 paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and
27 bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
28 additional contributions or benefits are not required by this Agreement. Defendant does not consider

1 the Individual Settlement Payments “compensation” for purposes of determining eligibility for, or
2 benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program
3 sponsored by Defendant (or its affiliates), if any.

4 5.6 **Class Counsel Attorneys’ Fees and Expenses.** As part of the motion for
5 final approval of the Settlement, Class Counsel may submit an application for an award of Class
6 Counsel’s Attorneys’ Fees and Expenses with the fee portion not to exceed one-third (1/3) of the
7 Gross Settlement Amount, or Two Hundred Fifty Thousand Dollars (\$250,000.00), and the award of
8 actual documented costs or expenses not to exceed Twelve Thousand Dollars (\$12,000). Defendant
9 agrees not to object to any such fee, cost, or expense application up to those amounts. As a condition
10 of this Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this
11 Section. Any Class Counsel Attorneys’ Fee and Expenses awarded by the Court shall be paid from
12 the Gross Settlement Amount. If the Class Counsel voluntarily reduces the request for Class
13 Counsel’s Attorneys’ Fees and Expenses or the Court’s award is less than set forth above, the
14 difference shall remain with the Net Settlement Amount.

15 The Class Counsel’s Attorneys’ Fees and Expenses approved by the Court shall
16 encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any
17 attorney purporting to represent the Settlement Class through the date of this Agreement; (b) all work
18 to be performed and costs to be incurred in connection with approval by the Court of the Settlement
19 set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in
20 connection with administering the Class Settlement through the Effective Date; and (d) may be based
21 on the Catalyst Theory and/or Common Fund Doctrine.

22 5.7 **Payment of Class Counsel’s Attorneys’ Fees and Expenses.** Class
23 Counsel’s Attorneys’ Fees and Expenses as awarded by the Court shall be paid by the Settlement
24 Administrator from the Gross Settlement Amount within ten (10) calendar days of the Effective Date.

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1 **6. ADMINISTRATION COSTS AND EXPENSES**

2 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and
3 expenses due to the Settlement Administrator in connection with its administration of the Settlement
4 described in the Agreement, including, but not limited to: (a) translating, formatting, and mailing the
5 Notice Packet by first class U.S. Mail; (b) performing a National Change of Address Database
6 ("NCOA") search to update Settlement Class Members' addresses prior to the initial mailing of the
7 Notice Packets; (c) performing skip-traces to locate and update Settlement Class Members' address
8 on the return of undelivered Notice Packets; (d) establishing a toll-free number and post office box
9 for the receipt of Class Member communications; (e) processing Opt-Out requests (and sending those
10 to counsel for Defendant), objections, and disputes; (f) calculating and distributing Individual
11 Settlement Payments to Participating Settlement Class Members and the portion of the PAGA
12 Payment to PAGA Members; (g) tax reporting; (h) providing the Parties' counsel weekly status
13 reports and declarations as needed and requested by the Parties or by the Court; (i) updating Class
14 Members of any change to the time and/or location of the final approval hearing via postcards; (j)
15 providing notice of final judgment to Class Members via postcards; and (k) performing other tasks
16 as reflected within this Agreement. The Settlement Administrator, upon request, will send any Opt-
17 Out forms received to Defense Counsel only. The Administration Expenses shall be paid by the
18 Settlement Administrator to the Settlement Administrator from the Gross Settlement Amount within
19 ten (10) calendar days of the Effective Date.

20 **7. NOTICE TO CLASS MEMBERS**

21 7.1 **Notice to Class Members.** Within twenty-one (21) calendar days of
22 Preliminary Approval of the Settlement, Defendant shall electronically transmit the Class List and
23 Data to the Settlement Administrator. This information will not be shared with and/or provided to
24 Class Counsel in any way. This confidentiality provision is in the best interest of the Settlement Class
25 because it will reduce the likelihood of Settlement Class Members' personal information being
26 leaked, thereby exposing them to identity theft. This confidentiality provision will not impede Class
27 Counsel's ability to discharge their fiduciary duties.

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1 Within ten (10) calendar days of receipt of the Class List and Data from Defendant
2 and after the Settlement Administrator performs an NCOA search to update Settlement Class
3 Members' addresses, the Settlement Administrator will mail by first-class U.S. Mail the Notice
4 Packet. The exterior of the mailing envelope shall include the words below the Administrator's
5 address, the following:

6 **IMPORTANT LEGAL DOCUMENT:**
7 **You may get Money from a Class Action**
8 **Settlement; your prompt reply to correct a**
 outdated address may be required.

9 The Notice Packet will inform Settlement Class Members of the nature of the Action,
10 the allegations made, the claims being settled, and releases to be given, the employment information
11 on which their Individual Settlement Payment will be calculated, of the estimated amount of their
12 Individual Settlement Payment, and of their right to request exclusion, to object, and to dispute the
13 information on which their payments will be paid and the deadline for doing any of these acts. The
14 Notice Packet will also inform Settlement Class Members of the date, time, and place set for the
15 Final Approval and Fairness Hearing and will advise them that they may appear at the Final Approval
16 and Fairness Hearing without first submitting a written objection.

17 7.2 **Returned Notice Packet.** If a Notice Packet is returned to the Settlement
18 Administrator with a forwarding address affixed to the front, the Settlement Administrator will
19 resend the Notice Packet to the forwarding address affixed thereto. If a Notice Packet is returned
20 because of an incorrect mailing address, without a forwarding address affixed, the Settlement
21 Administrator will promptly, and not longer than three (3) days of receipt of the returned Notice
22 Packet, search for a more current address by way of skip-trace using the Settlement Class Member's
23 Social Security Number, and remail the Notice Packet to the Settlement Class Member if an updated
24 address is located. The Settlement Administrator will be responsible for taking reasonable steps,
25 consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties
26 to trace the mailing address of any Settlement Class Member for whom a Notice Packet is returned
27 by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (a)
28 the tracking of all undelivered mail; (b) performing address searches for all mail returned without a

forwarding address; and (c) promptly remailing to Settlement Class Members for whom new addresses are found. If the Notice Packet is remailed, the Administrator will note for its own records and notify to Counsel for the Parties of the date of each such re-mailing as part of a weekly status report provided to the Parties. Settlement Class Members who receive a remailed Notice Packet fifteen (15) days or less before the Response Deadline shall have fifteen (15) days from the date the Notice Packet is remailed to postmark an Opt-Out request, object to the Agreement, or dispute the information on which their Individual Settlement Payment is calculated.

7.3 **Disputing Information.** Settlement Class Members may dispute the information on which their Individual Settlement Payment are calculated by returning a written statement to the Settlement Administrator postmarked by the Response Deadline in the manner described in the Notice Packet. The Settlement Class Member must provide information, documents, or other evidence supporting his or her position.

Upon the timely receipt of a dispute, the Settlement Administrator will notify Defense Counsel in writing (email constitutes a writing for this purpose) of the dispute. Defendant's records will be presumed determinative, absent information, documents, or other evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the information submitted by the Class Member and decide as to the validity of such evidence.

7.4 **Opt-Out Requests.** The Notice Packet will provide that Settlement Class Members who wish to exclude themselves from the Settlement Class and Settlement must mail to the Settlement Administrator a written request for exclusion postmarked by the Response Deadline (and pursuant to the terms of the Response Deadline). The date of mailing on the envelope shall be deemed the exclusive means for determining if a request for exclusion was timely received.

(i) To be valid, a request for exclusion must be timely and must comply with the instructions detailed in the Notice Packet, including providing: (1) the name and address of the Settlement Class Member; (2) a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) the last four (4) digits of their Social Security Number [for identity verification purposes only]; and (4) a signature by the Settlement Class Member. If a question is raised about the authenticity of a signed request for exclusion, the Settlement Administrator will

1 have the right to demand additional proof of the Settlement Class Member's identity.

2 (ii) A Settlement Class Member who submits a valid and timely Opt-Out
3 request will not participate in or be bound by the Released Claims and the Judgment. However,
4 should this individual be a PAGA Member, they will still receive a portion of the PAGA Payment
5 allocated to the PAGA Members (*i.e.*, 25% of the \$50,000.00, which is \$12,500.00) and will still be
6 bound by the PAGA Released Claims. The Settlement Administrator will determine the individual
7 PAGA payment by comparing the number of Pay Periods the PAGA Member was employed during
8 the PAGA Period to the total number of Pay Periods all PAGA Members were employed during the
9 PAGA Period. In this instance, any Class Member who submits a valid and timely Opt-Out request
10 and who is also a PAGA Member will only be bound by the PAGA Released Claims.

11 (iii) A Settlement Class Member who does not complete and mail a timely
12 Opt-Out request in the manner and by the Response Deadline will become a Participating Settlement
13 Class Member, will receive an Individual Settlement Payment, and will be bound by all terms and
14 conditions of the Settlement, including the Released Claims, if the Settlement is approved by the
15 Court, and by the Judgment, regardless of whether they have objected to the Settlement.

16 7.5 **Objections to Settlement.** The Notice Packet will provide instructions and
17 the manner for submitting written objections to the Settlement and will indicate that only
18 Participating Settlement Class Members may object to the Settlement. If a Settlement Class Member
19 returns both a written objection and an Opt-Out request, the Opt-Out request will be invalidated, and
20 the written objection will be accepted.

21 Written objections must be postmarked and returned to the Settlement Administrator
22 no later than the Response Deadline. The date of mailing on the envelope shall be deemed the
23 exclusive means for determining if the written objection was timely. Written objections must be
24 signed by the Settlement Class Member, state the last four (4) digits of their Social Security Number
25 [for identity verification purposes only] and should set forth: (a) the full name and address of the
26 objecting Settlement Class Member; (b) the grounds for each objection made; and (c) whether the
27 Settlement Class Member intends to appear at the Final Approval Hearing. Either or both Parties
28 may file a response to any objection before the Final Approval Hearing. Any attorney who will

1 represent an individual objecting to this Settlement who has not filed a written objection must file a
2 notice of appearance with the Court and serve Class Counsel and Defense Counsel with this notice
3 by the Response Deadline. Any Settlement Class Member who fails to submit a timely written
4 objection or to present an objection at the Final Approval Hearing shall be deemed to have waived
5 any objections and shall be foreclosed from making any objection to the Settlement whether by
6 appeal or otherwise. Settlement Class Members are not required to submit written objections to be
7 heard at the Final Approval Hearing.

8 7.6 Report. No later than five (5) business days after the deadline for submission
9 of Opt-Out / Objection requests, the Administrator will provide Class Counsel and Defense Counsel
10 with a complete and accurate count of Participating Settlement Class Members and Opt-Outs in a
11 signed declaration.

12 8. FUNDING AND DISTRIBUTION

13 8.1 Funding of the Gross Settlement Amount and the Employer's Taxes. The
14 Settlement Administrator will calculate the Employer's Taxes and inform Defendant of the total
15 amount of the Employer's Taxes due. The Administrator shall also provide Defendant with its bank
16 wire instructions to establish the Qualified Settlement Fund ("QSF").

17 Within five calendar (5) days of the Effective Date, Defendant shall transmit the Gross
18 Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and the Employer's
19 Taxes to the Settlement Administrator to pay: (a) the Class Counsel's Attorneys' Fees and Expenses,
20 as approved by the Court; (b) the Incentive Award, as approved by the Court; (c) the Administrative
21 Expenses, as approved by the Court; (4) the PAGA Payment, as approved by the Court; and (5) the
22 remaining Net Settlement Amount to be distributed entirely to Participating Class Members on a
23 proportionate basis. To the extent Participating Settlement Class Members worked during the PAGA
24 Period, they will receive a proportionate share of the PAGA Payment available to PAGA Members
25 (\$12,500.00). Defendant shall not be obligated to pay more than Seven Hundred Fifty Thousand
26 Dollars (\$750,000.00) plus the Employer's Taxes in connection with this Settlement.

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1 8.2 **Distribution of the Gross Settlement Amount.** Within ten (10) calendar
2 days of the Effective Date, the Administrator will calculate and pay to Participating Settlement Class
3 Members their Individual Settlement Payments via first-class regular U.S. Mail. Within ten (10)
4 calendar days of the Effective Date, the Administrator will pay to Plaintiff the Court-awarded Class
5 Representative Incentive Award; to Class Counsel the Court-awarded Class Counsel's Attorneys'
6 Fees and Expenses; to the PAGA Members and LWDA the Court-approved PAGA Payment; and to
7 the Administrator the Court-awarded Administration Expenses.

8 8.3 **Calculation of the Individual Settlement Payments.** Participating Class
9 Members will receive a pro-rated share of the NSA based on the total number of Weeks Worked as
10 a Settlement Class Member any time during the Class Period, in relation to the aggregate number of
11 Weeks Worked by all Participating Settlement Class Members, based on the following formula:

12 **Individual Settlement Payment = NSA x (Individual's Number of Weeks Worked ÷**
13 **Aggregate Weeks Worked by all Participating Settlement Class Members During the**
14 **Class Period)**

15 The estimated amount of the Settlement Class Member's Individual Settlement
16 Payment will be calculated by the Settlement Administrator and inserted in the Settlement Class
17 Member's individual Notice Packet, together with their aggregate number of Weeks Worked during
18 the Class Period and the number of pay periods employed during the PAGA Period. If a Settlement
19 Class Member is also a PAGA Member, they will also receive a proportionate share of Twelve
20 Thousand Five Hundred Dollars (\$12,500.00) (25% of the PAGA Payment), in addition to the
21 Individual Settlement Payment, based on the following formula:

22 **individual PAGA payment = \$12,500 x (Individual's Number of Pay Periods**
23 **Worked ÷ Aggregate Pay Periods Worked by all PAGA Members During the**
24 **PAGA Period)**

25 Defendant shall have no responsibility for deciding the accuracy of the Individual
26 Settlement Payments or any other payments made pursuant to this Agreement. Furthermore, as the
27 Settlement Administrator shall calculate the Employer's Taxes and Required Withholdings, and
28 reporting such amounts to the appropriate governmental authorities, Defendant shall have no
responsibility for the determination or payment of Employee's Taxes and Required Withholdings.

The Notice Packet will inform Settlement Class Members that they will be solely responsible for any and all tax obligation associated with their respective Individual Settlement Payments.

8.4 **Time for Payment of Taxes and Required Withholding and Individual Settlement Payments.** The Settlement Administrator shall make every effort to pay the Employee's Taxes and the Required Withholding associated with each Participating Settlement Class Member's Individual Settlement Payment as required by law upon the mailing of the Participating Settlement Class Member's Individual Settlement Payments. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which Employee's Taxes and Required Withholding shall be paid.

8.5 **Non-Cashed Settlement Checks.** Participating Settlement Class Member shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, for the benefit of those Settlement Class Members whose checks were voided.

8.6 **Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator shall distribute to the LWDA the PAGA Payment approved by the Court no later than ten (10) calendar days after the Effective Date.

9. NULLIFICATION OF THIS AGREEMENT

9.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement and conditional class certification shall be considered null and void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. If the Court awards less than the requested amounts for Administration Expenses, Class Counsel's Attorneys' Fees and Expenses,

1 Incentive Award, or PAGA Payment, the difference shall become part of the Net Settlement Amount.

2 9.2 **Parties' Right to Void Class Settlement.** If seven and one-half percent
3 (7.5%) or more of the Settlement Class Members opt out, Defendant may, at its election, rescind the
4 Settlement and all actions taken in its furtherance of it will be thereby null and void. Defendant must
5 exercise this right of rescission, in writing, to Class Counsel, within fourteen (14) business days after
6 the Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is
7 exercised, Defendant shall be responsible for all costs of the administration accrued to that point.

8 Defendant also has the right to withdraw from the Settlement if the Court: (1) does
9 not approve the material terms set forth in this Agreement after efforts to satisfy the Court's concerns
10 are made by the Parties; (2) does not conditionally certify the Settlement Class; (3) does not
11 conditionally certify a class releasing the Released Claims; or (4) does not grant final approval of the
12 Settlement or enter Judgment. If this occurs, the Parties will be restored to their positions as of the
13 date prior to the Agreement being fully executed, and they shall be equally responsible for all costs
14 of Administration accrued to that point.

15 9.3 **Invalidation.** Invalidation of any material portion of the Settlement shall
16 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
17 remaining provisions of the Settlement are to remain in full force and effect.

18 9.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the
19 Class Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated
20 to fund the Gross Settlement Amount or take any other actions required by this Agreement until all
21 appeal rights have been exhausted by operation of law.

22 **10. MOTION FOR COURT APPROVAL**

23 10.1 **Preliminary Approval.** Class Counsel will submit this Agreement to the
24 Court along with a Motion for Order Granting Preliminary Approval of the Settlement. Each Party
25 shall cooperate to present the Settlement to the Court for preliminary approval in a timely fashion.
26 Prior to the filing of the Preliminary Approval Motion, Class Counsel will provide the Preliminary
27 Approval Motion to Defendant for review and comment.

10.2 **Final Approval.** Following the close of the Response Deadline, and upon a date set by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court for the entry of the final order certifying the Class for settlement purposes only and approving the Settlement as being fair, reasonable and adequate to the Participating Settlement Class Members within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and California Rule of Court 3.769(h). Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's consideration in ruling on the motion.

11. **RELEASES AND WAIVERS**

11.1 **Release of Claims by Plaintiff and the Participating Class Members.**

Upon the funding of the Gross Settlement Amount, each Settlement Class Member who has not submitted a timely request to Opt-Out and Plaintiff will be bound by the Judgment entered and will release the Released Parties, and each of them, of and from any and all Released Claims for the Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Claims during the Class Period. Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payment constitutes payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that Labor Code Section 206.5 is not applicable to the Individual Settlement Payment. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

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1 11.2 Release by the LWDA, Plaintiff, and PAGA Members. Upon the funding
2 of the Gross Settlement Amount, the LWDA, Plaintiff, and the PAGA Members shall be deemed to
3 have released the Released Parties, and each of them, of and from any and all PAGA Released Claims
4 during the PAGA Period.

5 11.3 Release of Claims by Plaintiff. Plaintiff, on behalf of herself and her heirs,
6 executors, administrators, and representatives, shall and does forever release, discharge and agrees
7 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
8 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
9 demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown, at
10 law or in equity, which they may now have or may have after the signing of this Stipulation, arising
11 out of or in any way connected with their employment with or assignment at Defendant including,
12 the Released Claims, claims that were asserted or could have been asserted in the Complaint, Action,
13 and any and all transactions, occurrences, or matters between the Parties. Without limiting the
14 generality of the foregoing, this release shall include, but not be limited to, any and all claims under
15 the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964,
16 as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
17 Discrimination in Employment Act, as amended; (f) the Fair Standards Act, as amended; (g) the
18 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated
19 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical
20 Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act;
21 (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code;
22 (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances,
23 regulations, rules and other laws, and any and all claims based on constitutional, statutory, common
24 law or regulatory grounds as well as any other claims based on the theories of wrongful or
25 constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory
26 estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other
27 federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all
28 relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front

1 pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive
2 damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiffs hereby forever
3 release, discharge and agree to hold harmless Defendant and the Released Parties from any and all
4 claims for attorney fees and costs arising out of the matters released in this Stipulation.

5 Plaintiff acknowledges that she is aware and familiar with the provisions of section
6 1542 of the Civil Code, or any other similar provision under federal or state law, which provides:

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

12 Plaintiff, being aware of section 1542, hereby expressly waives and relinquishes all
13 rights and benefits she may have under section 1542 as well as any other statutes or common law
14 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
15 those which she now knows or believes to be true with respect to the subject matter of all the claims
16 referenced herein, but stipulates and agrees that, upon the funding of the Gross Settlement Amount,
17 Plaintiff shall and hereby does fully, and forever settle and release any and all claims against the
18 Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that
19 were asserted or could have been asserted upon any theory of law or equity without regard to the
20 subsequent discovery existence of such different or additional facts.

21 **12. DUTIES OF THE PARTIES**

22 12.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one
23 another to accomplish and implement the terms of this Agreement. Such cooperation shall include,
24 but not be limited to, execution of such other documents and the taking of such other actions as may
25 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts,
26 including all effects contemplated by this Agreement and any other efforts that may become
27 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
28 practicable after execution of this Agreement, Class Counsel, with the cooperation of Defendant and
Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval
of this Agreement.

12.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all the terms of the Settlement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

13. **MISCELLANEOUS PROVISIONS**

13.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

13.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

13.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in this Action, including but not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall

not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

13.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to limit public comment on this Class Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Neither Plaintiff or Defendant shall initiate public comment and/or discuss with or present to the media or press.

13.5 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal obligation not to retaliate against any Settlement Class Member who elects to participate in the Settlement or elects to Opt-Out of the Class. Defendant will refer any inquiries regarding this Settlement to the Administrator or to Class Counsel and will not discourage, directly or indirectly, Class Members from opting out or objecting to the Settlement.

13.6 **Construction.** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.7 **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.8 **Notices.** Except for the mailing of the Notice Packet to Settlement Class Members by the Administrator, any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in person to the Party or their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery addressed to the address of the Party appearing in this Agreement.

1 13.9 Captions and Interpretations. Section titles or captions contained herein are
2 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
3 describe the scope of this Agreement or any provision thereof.

4 13.10 Modification. This Agreement may not be changed, altered, or modified,
5 except in writing signed by the Parties and approved by the Court. This Agreement may not be
6 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

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10 13.11 Integration Clause. This Agreement contains the entire agreement between
11 the Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
12 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
13 or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights
14 under this Agreement may be waived except in writing as provided above.

15 13.12 Successors and Assigns. This Agreement shall be binding upon and inure to
16 the benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-
17 out) and their respective present and former heirs, trustees, executors, administrators, representatives,
18 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,
19 advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries,
20 affiliates, related companies, joint ventures, predecessors, successors, and assigns.

21 13.13 Corporate Signatories. Any person executing this Agreement or any such
22 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
23 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
24 corporation or partnership to execute this Agreement or any such related document.

25 13.14 Execution in Counterparts. This Agreement shall become effective upon its
26 execution by all the undersigned. The Parties may execute this Agreement in counterparts, and
27 execution of counterparts shall have the same force and effect as if all Parties had signed the same
28 instrument.

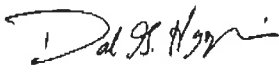
1 13.15 Attorneys' Fees, Costs and Expenses. Except as otherwise specifically
2 provided for herein, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable
3 or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
4 thereof from any other Party to this Agreement.

5 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
6 the date below their signatures of their representatives. The date of the Agreement shall be the date
7 of the latest signature.

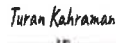
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June 2, 2022

CDF LABOR LAW LLP


By: _____
David G. Hagopian, Counsel for Defendant
ASKEW INDUSTRIAL CORPORATION

June 1, 2022


By: _____
Turan Kahraman on behalf of Defendant
ASKEW INDUSTRIAL CORPORATION

June 6, 2022

JUSTICE LAW CORPORATION


By: _____
Douglas Han
Counsel for Plaintiff SUZETTE MIRANDA

06/06/2022
June __, 2022


By: _____
Suzette Miranda, Plaintiff

EXHIBIT A

Suzette Miranda v. Askew Industrial Corporation
Superior Court of California, County of Los Angeles, Case No. 21STCV40337
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE
LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO
MONETARY COMPENSATION FROM THIS SETTLEMENT.**

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were a non-exempt employee of Defendant Askew Industrial Corporation (“Defendant”) in California and/or temporary employee placed on assignment at Defendant in California by any staffing agency at any time from November 2, 2017 through April 27, 2022. This Notice relates to a proposed settlement (“**Settlement**”) of a Private Attorney General Act of 2004 (“PAGA”) and class action litigation brought against Defendant. If you are a Settlement Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court of California, County of Los Angeles, the Honorable Elihu M. Berle, presiding, that was entered on [preliminary approval date order], you are hereby notified as follows:

A proposed Settlement has been reached between the Parties in the lawsuit titled *Suzette Miranda v. Askew Industrial Corporation*, Superior Court of California, County of Los Angeles, Case No. 21STCV40337. The Settlement is on behalf of all non-exempt employees of Defendant in California and/or temporary employees placed on assignment at Defendant in California by any staffing agency at any time between November 2, 2017 through April 27, 2022 (“**Settlement Class**,” “**Settlement Class Member**” and “**Class Period**”). Moreover, the Settlement is also on behalf of any non-exempt employee of Defendant in California and/or temporary employees placed on assignment at Defendant in California by any staffing agency at any time between August 24, 2020 through April 27, 2022 (“**PAGA Members**” and “**PAGA Period**”).

Settlement Class Members’ individual recoveries may exclude recovery based on any release agreement with Defendant with respect to any wage-and-hour claim during the Class Period and based on the date the release agreement was entered. You have received this notice because Defendant’s records indicate that you are a Settlement Class Member and/or PAGA Member, and, therefore, entitled to a payment from the Settlement.

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Suzette Miranda (“**Plaintiff**”) to serve as the Class Representative, and Douglas Han, Shunt Tatavos-Gharajeh and Lizette Rodriguez of Justice Law Corporation to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing scheduled for [redacted], 2022 at [redacted] a.m./p.m., before the Honorable Elihu M. Berle in Department 6 of the Superior Court of California, County of Los Angeles, which is located at 312 N. Spring Street, Los Angeles, California 90012 (the “**Final Approval Hearing**”). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel’s request for the Class Counsel’s Attorneys’ Fees and Expenses, Administration Expenses, PAGA Payment, and Incentive Award. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

II. WHAT THIS LITIGATION IS ABOUT

On November 2, 2021, Plaintiff filed the Action entitled *Suzette Miranda v. Askew Industrial Corporation*, with the Superior Court of California, County of Los Angeles, on behalf of herself and all others similarly situated and aggrieved on behalf of the State of California as a private attorney general. The operative complaint in this Action alleges claims including failure to pay overtime and minimum wages, failure to provide rest and meal breaks and/or premium pay, failure to timely pay all wages, inaccurate wage statements, unreimbursed business expenses, violation of California Business and Professions Code sections 17200, *et seq.*, and violation of PAGA (“Action”).

Defendant has denied, and continues to deny, the allegations in the Action. Defendant contends that it has always acted in compliance with the law. There has been no finding of any wrongdoing or liability by Defendant. Defendant does not admit to any wrongdoing or liability. Defendant also does not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have, therefore, chosen to resolve their differences by entering a settlement. By doing so, the Parties can avoid the cost of a trial, yet PAGA Members and Settlement Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The Parties entered this Settlement after arm’s-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that the Settlement is fair and reasonable and is in the best interest of the PAGA Members and Settlement Class Members.

Plaintiff and Defendant (where appropriate, Plaintiff and Defendant will be collectively referred to as the “**Parties**”) have now reached the Settlement on behalf of the Class. Accordingly, the Parties have entered a Joint Stipulation of Settlement and Release of Class Action (the “**Settlement Agreement**”), which the Court preliminarily approved on [Insert date of preliminary approval order].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also considered the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Settlement Class Members, is a fair, adequate, and reasonable Settlement, and is in the best interests of all Settlement Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Settlement Class amount of no more than Seven Hundred Fifty Thousand Dollars (\$750,000.00) (“**Gross Settlement Amount**”). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Participating Settlement Class Members; (b) the attorneys’ fees award to Class Counsel not to exceed Two Hundred Fifty Thousand Dollars (\$250,000); (c) reimbursement of documented costs incurred by Class Counsel not to exceed Twelve Thousand Dollars (\$12,000.00); (c) the Incentive Award to the Plaintiff not to exceed Ten Thousand Dollars (\$10,000.00); (d) Administrative Expenses to Simpluris (the “Settlement Administrator”) no greater than Nine Thousand Dollars (\$9,000); and (e) PAGA Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be remitted to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of which (\$12,500) shall be distributed to the PAGA Members on a proportionate basis based on the number of pay periods employed during the PAGA Period.

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The balance that remains after the foregoing deductions for the Incentive Award to the Plaintiff, Class Counsel's Attorneys' Fees and Costs, PAGA Payments, and the Administrative Expenses (the "**Net Settlement Amount**") will be paid to PAGA Members and Participating Settlement Class Members as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Settlement Class Members who do not timely and validly opt-out of the Settlement Class ("**Participating Settlement Class Member**"). All PAGA Members will receive their share of the PAGA Payment of the Settlement regardless of whether they choose to opt out of the Settlement Class.

Individual Settlement Payments will be calculated and distributed to Participating Settlement Class Members based on the number of his or her Weeks Worked during the Class Period in relation to the aggregate number of Weeks Worked by all Participating Settlement Class Members, less any Employee's Taxes and Required Withholdings. Each Participating Settlement Class Member's Individual Settlement Payment will be calculated as follows:

$$\text{Individual Settlement Payment} = \text{Net Settlement Amount} \times (\text{Individual's Number of Weeks Worked} \div \text{Aggregate Weeks Worked by all Participating Settlement Class Members During the Class Period})$$

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Weeks Worked:

Settlement Class Member's Name: [NAME] **Weeks Worked During the Class Period:** [###]
Individual Settlement Payment: [\$\$\$\$]

Each PAGA Member's share of the PAGA Payment allocated to PAGA Members (\$12,500.00) will be determined by comparing the number of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of Pay Periods all PAGA Members were employed during the PAGA Period. The PAGA Members' share of the PAGA Payment will be calculated as follows:

$$\text{individual PAGA payment} = \$12,500 \times (\text{Individual's Number of Pay Periods Worked} \div \text{Aggregate Pay Periods Worked by all PAGA Members During the PAGA Period})$$

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Pay Periods:

PAGA Member's Name: [NAME] **Pay Periods Worked During the PAGA Period:** [###]
Portion of the PAGA Payment: [\$\$\$\$]

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Participating Settlement Class Members and the appropriate taxing authorities reflecting the payments that PAGA Members and Participating Settlement Class Members receive under the Settlement. For purposes of this Settlement, Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages and reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA Members' portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to be reported on an IRS form 1099. The wage portion of each Participating Settlement Class Member's Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

PAGA Members and Participating Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

1 Checks made payable to PAGA Members and Participating Settlement Class Members shall remain negotiable
2 for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment
3 checks are undeliverable, or the Individual Settlement Payment checks are uncashed one hundred eighty (180)
4 days after the date listed on the check, the amount of those checks will be sent to the Controller of the State
of California, with the identity of the PAGA Member or Participating Settlement Class Member to whom the
funds belong.

5 Any Participating Settlement Class Member who disagrees with the data used to calculate his or her claim as
6 reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written
7 statement explaining your dispute to the Settlement Administrator. All Weeks Worked disputes must be
8 postmarked, emailed, or faxed to the Settlement Administrator no later than forty-five (45) days after the date
9 the Notice is first mailed (the **“Response Deadline”**). The Settlement Administrator shall resolve the
10 disagreement with the Participating Settlement Class Member using the employee records provided by
11 Defendant and the Participating Settlement Class Member, in consultation with Defense Counsel. Any
disputes not otherwise resolved by the Settlement Administrator and Defense Counsel concerning
administration of the Settlement shall be resolved by the Court, under the laws of the State of California. The
date of the postmark on the envelope or the date of emails or fax confirmations sent to the Settlement
Administrator shall be the exclusive means used to determine whether a Participating Settlement Class
Member has “timely” disputed the calculation or application of the formula for determining Individual
Settlement Payments.

12 **IV. YOUR OPTIONS UNDER THE SETTLEMENT**

13 **Option 1 — *Do Nothing: if you WANT to receive an Individual Settlement Payment***

14 Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court
15 grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-
16 out of the class portion of the Settlement by preparing and returning an opt-out request described in Option 2
17 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings,
18 by the Settlement Administrator. You will be bound by the Released Claims and all other terms of the
Settlement unless you follow Option 2 below. Defendant will not retaliate against any employee because he
or she chooses to participate in this Settlement.

19 **Option 2 — *Opt Out of the Settlement: if you opt-out of the Settlement, you will NOT receive an Individual Settlement Payment for the class portion of the Settlement.***

20 If you do not wish to participate in the Settlement, you may exclude yourself from participating in the class
21 portion of the Settlement by submitting a written request to the Settlement Administrator. The Opt-Out
22 Statement must include the following: (1) your name and address; (2) a statement expressing that you elect to
23 be excluded from the class portion of the Settlement and that you understand you will not receive a payment
24 from the class portion of the Settlement; (3) the last four (4) digits of your Social Security Number [for identity
verification purposes only]; and (4) your signature. If you do not submit a timely written request to opt-out,
then you will be bound by the release of claims as set forth in Section V below (**“Released Claims”**) and all
other terms of the Settlement.

25 You must sign, date, and either email, mail or fax the Opt-Out Statement to the Settlement Administrator by
26 First Class U.S. Mail to the address, fax number or email address below:

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28 ///

Suzette Miranda v. Askew Industrial Corporation Class Action Settlement

[Settlement Administrator]

[street address/P.O. Box]

[City, State, Zip Code]

[phone number]

[fax number]

[email address]

If you wish to exclude yourself from this proposed Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether an Opt-Out Statement was timely submitted.

If you submit an Opt-Out Statement that is not postmarked, emailed, or faxed by [Response Deadline], subject to the Court's final determination, it may be rejected and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement. If you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void.

Even if a Settlement Class Member opts out of the Settlement, the Settlement Class Member shall still receive a share of the PAGA Payment and be bound by the PAGA Released Claims as set forth in Section V below (if you worked any Pay Periods during the PAGA Period). In other words, there is no mechanism to opt out of the PAGA portion of this Settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

A Participating Settlement Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Settlement, you must remain a member of the Settlement Class. If the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Settlement, then you may do so by submitting a written objection to the Settlement Administrator. Written objections must be signed by you, state the last four (4) digits of your Social Security Number [for identity verification purposes only] and should set forth: (a) your full name and address; (b) the grounds for each objection made; and (c) whether you intend to appear at the Final Approval Hearing.

You must sign, date, and either email, mail or fax the written objection to the Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

Suzette Miranda v. Askew Industrial Corporation Class Action Settlement

[Settlement Administrator]

[street address/P.O. Box]

[City, State, Zip Code]

[phone number]

[fax number]

[email address]

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of

1 the fax or email transmission to the Settlement Administrator shall be the exclusive means used to
2 determine whether a written objection was timely submitted.

3 The Court will hear from any Settlement Class Member who attends the final approving hearing and asks to
4 speak. However, Settlement Class Members are not required to submit written objections to appear at the final
approval hearing.

5 V. THE BINDING EFFECT OF THE SETTLEMENT

6 Upon the funding of the Gross Settlement Amount, each Settlement Class Member who has not submitted a
7 timely request to Opt-Out and Plaintiff will be bound by the Judgment entered and will release the Released
8 Parties, and each of them, of and from any and all Released Claims for the Class Period. It is the desire of the
9 Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the
Released Claims during the Class Period. Each Settlement Class Member, except those who timely Opt-Out,
will be bound to the release of Released Claims as a result of the Class Settlement and to the terms of the final
judgment and the satisfaction of such judgment.

10 The Released Claims means all claims, theories, and causes of action alleged in the Action or that could have
11 been alleged or otherwise raised based on the factual allegations set forth in the operative pleadings in the
12 Action during the Class Period, including claims for: (a) failure to pay overtime wages; (b) failure to provide
rest and meal periods and/or pay premiums; (c) failure to pay minimum wages; (d) failure to timely pay wages;
(e) non-compliant wage statements; (f) unreimbursed business expenses; and (g) violation of California Bus.
& Prof. Code sections 17200, *et seq.* ("Released Claims").

13 In addition, upon the funding of the Gross Settlement Amount, the LWDA, Plaintiff, and the PAGA Members
14 shall be deemed to have released the Released Parties, and each of them, of and from any and all PAGA
15 Released Claims during the PAGA Period. The PAGA Released Claims means all claims, theories, and causes
16 of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth
17 in Plaintiff's letter to the LWDA that was sent on August 24, 2021. This includes claims under Labor Code
18 sections 201-204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1994, 1197, 1197.1,
1198, 2800 and 2802 and the IWC Wage Orders for: (a) failure to pay minimum and overtime wages; (b)
failure to provide meal and rest breaks; (c) failure to timely pay wages during employment; (d) failure to
timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; (f) failure
to provide paid sick days; and (g) failure to reimburse business expenses. The PAGA Released Claims will
bind the PAGA Members even if they timely and validly opt out of the Settlement Class. The scope of the
PAGA Released Claims is limited to claims arising during the PAGA Period ("PAGA Released Claims").

20 The Released Parties shall mean Defendant and its officers, directors, managers, owners, executives, partners,
21 employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives and any
22 of Askew Industrial Corporation's former and present parents, subsidiaries, successors, and affiliates, and
23 their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys,
and any other successors, assigns, or legal representatives ("Released Parties").

24 If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement
25 will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there
26 is no assurance that: (a) any decision at trial would be in favor of any Settlement Class Members; (b) a
favorable trial decision, if any, would be as favorable to any Settlement Class Members as the Settlement; or
(c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion
regarding the merits of the claims asserted in the Action.

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VI. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Records public window of the Superior Court of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012, during regular business hours of each court day. To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2022 at [time a.m./p.m.], before Judge Elihu M. Berle, located at 312 N. Spring Street, Los Angeles, California 90012, Department 6. You are not required to appear at this hearing. Any changes to the hearing date and/or location will be communicated to the Class Members via postcards mailed by the Settlement Administrator. By extension, Class Members will receive notice of final judgment via postcards mailed by the Settlement Administrator.

Due to the current pandemic, the Court may not hold a final fairness hearing in-person. You may appear at the hearing remotely through the Los Angeles Superior Court's VCourt Remote Appearances System. You cannot set up a remote appearance through the VCourt Remote Appearances System until [30 days prior to hearing] and you must set up the remote appearance more than 2 hours prior to the hearing. It may take time to set up the remote appearance, so provide yourself time to go through the sign-up procedure.

When you are ready to schedule your appearance, go to <https://lacourt.portalscloud.com/VCourt/> and click on the "Schedule" button. You will be directed to a sign in page. If you have an account, then sign in. If you do not have an account, click the link for "Sign up now" and follow the instructions to sign up for an account. Once signed in or once you finish setting up an account, you will be directed to a page to "Search For A Case." Type in "21STCV40337" in the "Enter Case Number" field and click the "Proceed to Step 2" button.

On the next page, choose the "Other" check box to designate the type of "Attendee" that you are. Fill in your name in the box for "Attendee Name." Fill in "class member" in the box for "Attendee Role." Fill in your email in the boxes for "Attendee Email" and "Confirm Email." Then, fill in your phone number in the box for "Attendee Phone." For the "Party Name" menu, select "Suzette Miranda." Then, click on the "Proceed to Step 3" button.

On the next page, click on the box for "[fill in date/time, event description]" and select audio or video from the "Appearance Type" menu. You will be charged a fee based on the type of appearance that you choose. Then, click on the "Proceed to Step 4" button.

Click on the "Go to Payment Site" button. Click on the Create Credit Card Payment Authorization and fill in your credit card billing information associated with the credit card you will be using, your phone number, and email address. Click on the "Next" button. Fill in your credit card information and review the terms and conditions. If you agree, click the checkbox to agree with the terms and conditions and click the "Next" button. Verify the information and click on the "Create Payment Authorization" button.

On the next page, you will be provided the telephone number which you will use to call in to make your appearance and the conference ID number and PIN which you must use to remotely appear. Save this information and call in ten to fifteen (10-15) minutes prior to [time and date for the final approval hearing].

Please monitor the Los Angeles County Superior Court's website at <https://www.lacourt.org/> for any updates regarding the Court's procedures regarding the pandemic.

DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

1 If you have any questions about the Settlement, you may contact the Settlement Administrator at the following
2 addressee or numbers:

3 [Settlement Administrator]

4 [street address/P.O. Box]

5 [City, State, Zip Code]

6 [phone number]

7 [fax number]

8 [email address]

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On August 2, 2022, I served the foregoing document described as

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS ACTION

for the following case: **Miranda v. Askew Industrial Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-842357-21**
Court Case No.: 21STCV40337
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 2, 2022, at Pasadena, California.



Mariah Anderson