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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ANTONIO GONZALES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

KEECO, LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2104851

CLASS ACTION

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Complaint Filed: October 22, 2021
Trial Date: None Set

1 This Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Agreement,"
2 or "Settlement") is made and entered between Plaintiff Antonio Gonzales ("Plaintiff"), on behalf
3 of himself and all others similarly situated, and Defendant Keeco, LLC, a California corporation
4 ("Defendant") (collectively, the "Parties").

5 This Agreement shall be binding on Plaintiff, Class Members (as defined herein), State of
6 California as to the employment of Eligible Aggrieved Employees (as set forth herein), and
7 Defendant, subject to the terms and conditions hereof and the approval of the Court.

8 DEFINITIONS

9 The following definitions are applicable to this Settlement Agreement.

10 Definitions contained elsewhere in this Settlement Agreement will also be effective:

11 1. "Action" means *Gonzales v. Keeco, LLC*, Riverside County Superior Court Case
12 Number CVRI2104851.

13 2. "Attorneys' Fees and Costs" means attorneys' fees and costs approved by the Court
14 for Class Counsel's litigation and resolution of this Action.

15 3. "Class Counsel" means Justice Law Corporation.

16 4. "Class List" means a complete list of all Class Members Defendant will diligently
17 and in good faith compile from their records and provide to the Settlement Administrator within
18 twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be
19 formatted in Microsoft Office Excel and will include each Class Member's: (a) full name; (b) last-
20 known mailing address; (c) Social Security Number; and (d) dates of employment and workweeks
21 worked as an hourly-paid or non-exempt employee in California during the Class Period.

22 5. "Class Member(s)" or "Class" means all current and former hourly-paid or non-
23 exempt employees employed by Defendant within the State of California at any time between
24 April 26, 2017 and November 8, 2022. "Class Members" shall not include any person who submits
25 a timely and valid Request for Exclusion. There are approximately eight hundred forty-two (842)
26 persons answering to this definition.

27 6. "Class Period" means the period from April 26, 2017 and November 8, 2022.

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1 7. “Class Representative Enhancement Payment” means the amount approved by the
2 Court to be paid to Plaintiff in recognition of his contributions to the Action on behalf of Class
3 Members and Eligible Aggrieved Employees, to be paid from the Maximum Settlement Amount.

4 8. “Court” means the Superior Court of California, County of Riverside.

5 9. “Defendant” means Keeco, LLC.

6 10. “Effective Date” means the later of: (a) twenty-one (21) calendar days after entry
7 of final approval if no objection to the Settlement is made; (b) twenty-one (21) calendar days after
8 the running of the appeal period if an objection is made but no appeal is filed; or (c) twenty-one
9 (21) calendar days after entry of final approval is no longer subject to appeal if an objection is
10 made and an appeal is filed.

11 11. “Eligible Aggrieved Employees” means all current and former hourly-paid or non-
12 exempt employees employed by Defendant within the State of California at any time between
13 August 17, 2020 and November 8, 2022.

14 12. “Individual PAGA Payments” means each Eligible Aggrieved Employee’s share of
15 twenty-five percent (25%) of the PAGA Payment. Eligible Aggrieved Employees will
16 automatically receive their Individual PAGA Payments even if they opt out of the Settlement.

17 13. “Individual Settlement Payment” means each Class Member’s share of the Net
18 Settlement Amount. Class Members will automatically receive their Individual Settlement
19 Payments unless they opt out of the Settlement. Class Members are not required to submit claim
20 forms to receive their share of the Individual Settlement Payments.

21 14. “Maximum Settlement Amount” means the amount of \$2,500,000, which is the
22 maximum amount to be paid by Defendant pursuant to this Settlement Agreement. The Maximum
23 Settlement Amount includes all Individual Settlement Payments to Class Members, Class
24 Representative Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel,
25 Settlement Administration Costs to the Settlement Administrator, and PAGA Payment to the
26 Eligible Aggrieved Employees and LWDA as specified in this Agreement.

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1 14(a). Defendant shall pay the employer's share of applicable payroll taxes due on
2 the portion of Individual Settlement Payments allocated as wages separate from
3 and in addition to the Maximum Settlement Amount. Defendant will have no
4 obligation to pay any amount in connection with this Settlement Agreement apart
5 from the Maximum Settlement Amount and employer's share of applicable payroll
6 taxes due on the portion of Individual Settlement Payments allocated as wages.

7 14(b). No portion of the Maximum Settlement Amount will revert to Defendant.

8 15. "Net Settlement Amount" means the Maximum Settlement Amount less the Class
9 Representative Enhancement Payment, Attorneys' Fees and Costs, Settlement Administration
10 Costs, and PAGA Payment as specified in this Agreement.

11 16. "Notice of Class Action Settlement" means the notice of settlement, attached
12 hereto as **Exhibit A**, to be mailed to all Class Members upon Preliminary Approval.

13 17. "Notice Packet" means the Notice of Class Action Settlement, Objection Form, and
14 Request For Exclusion that will be mailed to all members of the Class upon Preliminary Approval.

15 18. "Objection" means any written objection to this Settlement sent by a Class
16 Member to the Settlement Administrator as specified herein and in the Notice of Class Action
17 Settlement. An Objection to Settlement must be sent to the Settlement Administrator within the
18 time limitations set forth herein. Class Members and Eligible Aggrieved Employees can object to
19 the class action portion of the Settlement but cannot object to the PAGA portion of the Settlement.

20 19. "Objection Form" means the form Class Members can use to submit Objections
21 regarding this Settlement to the Settlement Administrator that must be postmarked on or before the
22 Response Deadline. The Objection Form must state the: (a) case name and number; (b) name of
23 the Class Member; (c) address and telephone number of the Class Member; (e) last four digits of
24 the Class Member's Social Security Number; and (f) basis for the Objection. Class Members and
25 Eligible Aggrieved Employees cannot use the Objection Form to object to the PAGA portion of the
26 Settlement. The Objection Form is attached hereto as **Exhibit B**, to be mailed to all Class
27 Members upon Preliminary Approval.

28 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

1 21. “PAGA Payment” means the payment made hereunder to the California Labor and
2 Workforce Development Agency (“LWDA”) and the Eligible Aggrieved Employees for settlement
3 of claims for civil penalties under PAGA. Eligible Aggrieved Employees will still receive their
4 share of the PAGA Payment even if they submit valid and timely Requests for Exclusion.

5 22. “PAGA Period” means the period from August 17, 2020 and November 8, 2022.

6 23. “Parties” means Plaintiff and Defendant collectively.

7 24. “Plaintiff” means Antonio Gonzales.

8 25. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 26. “Class Released Claims” means all claims stated in the operative complaint and
11 those based solely upon the facts alleged in the operative complaint. This includes all of the
12 following claims for relief: (a) failure to properly calculate and pay all regular wages, minimum
13 wages, overtime wages, and sick leave due (Labor Code sections 246, 510, 1194, 1194.2, 1197,
14 and 1198); (b) failure to provide proper meal and rest breaks and to properly provide premium pay
15 in lieu thereof (Labor Code sections 226.7 and 512); (c) failure to provide complete, accurate, or
16 properly formatted wage statements and payroll records (Labor Code sections 226, 1174, and
17 1776); (d) failure to reimburse necessary business expenditures (Labor Code sections 2800 and
18 2802); (e) failure to pay waiting time penalties (Labor Code sections 201, 202, 203, and 204); (f)
19 failure to timely pay wages during employment and after employment (Labor Code section 204);
20 (g) engaging in unfair business practices that could have been premised on the claims, causes of
21 action, or legal theories of relief described above or any of the claims, causes of action, or legal
22 theories of relief pleaded in the operative complaint (Business & Professions Code section 17200,
23 *et seq.*); and (h) all damages, penalties, interest, attorneys’ fees and costs, and other amounts
24 recoverable under said claims, causes of action or legal theories of relief. The period of the Class
25 Released Claims shall extend to the limits of the Class Period.

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1 26(a). All Class Members who do not submit a valid and timely Request for
2 Exclusion will release the Class Released Claims. Defendant shall be entitled to a
3 release of Class Released Claims occurring during the Class Period only and during
4 such time Class Members were classified as hourly-paid or non-exempt employees.
5 Class Released Claims exclude claims for vested benefits, wrongful termination,
6 unemployment insurance, disability, social security, and workers' compensation.

7 27. "PAGA Released Claims" shall means all claims for statutory penalties that could
8 have been sought by the Labor Commissioner for the violations identified in Plaintiff's notice
9 letter sent to the LWDA on August 17, 2021 and only to the extent such claims were alleged in the
10 operative complaint. This includes claims for civil penalties for violations of Labor Code 201, 202,
11 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1,
12 1198, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders. The PAGA
13 Released Claims shall only bind Plaintiff and the State of California. Plaintiff does not release
14 Eligible Aggrieved Employees' claim for wages or damages. The period of the PAGA Released
15 Claims shall extend to the limits of the PAGA Period.

16 28. "Released Parties" means Defendant together with its officers, directors,
17 employees, and agents.

18 29. "Request for Exclusion" means a timely written request by a Class Member to be
19 excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address,
20 telephone number and last four digits of the Social Security Number of the Class Member
21 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
22 Administrator; (d) clearly state the Class Member does not wish to be included in the Settlement;
23 and (e) be postmarked on or before the Response Deadline. Class Members and Eligible Aggrieved
24 Employees cannot use the Request for Exclusion form to exclude themselves from the PAGA
25 Released Claims. The Request for Exclusion is attached hereto as **Exhibit C**, to be mailed to all
26 Class Members upon Preliminary Approval.

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30. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator Requests for Exclusion or Objection Forms to the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

31. "Settlement Administrator" means Phoenix Class Action Administration Solutions that will work with the Parties to administer this Settlement. The Parties each represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. "Settlement Administration Costs" includes all costs payable to the Settlement Administrator for administering this Settlement. This includes, but is not limited to: (a) translating, printing, distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c) setting up the interest-bearing Qualified Settlement Fund ("QSF"); (d) calculating and distributing all payments to be made pursuant to this Settlement; and (e) providing necessary reports and declarations as requested by the Parties.

33. "Workweek(s)" means the number of calendar weeks the Class Member and Eligible Aggrieved Employee worked as a non-exempt or hourly-paid employee in California during the Class Period and PAGA Period respectively.

34. "Workweek Value for Class Members" means the value of each compensable Workweek by Class Members, determined by formula set forth in below.

35. “Workweek Value for Eligible Aggrieved Employees” means the value of each compensable Workweek by Eligible Aggrieved Employees, determined by formula set forth below.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Class, and Defendant agree as follows:

36. Funding of the Maximum Settlement Amount. Following the Effective Date, Defendant will make a single payment of \$2,500,000 into the QSF, which the Settlement Administrator will manage and establish. The Maximum Settlement Amount will be used to pay the: (a) Individual Settlement Payments to Class Members; (b) Attorneys' Fees and Costs to Class

Counsel; (c) Class Representative Enhancement Payment to Plaintiff; (d) Settlement Administration Costs to the Settlement Administrator; and (e) PAGA Payment to the Eligible Aggrieved Employees and LWDA.

37. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and Costs of no more than \$875,000 in attorney's fees, (35% of the Maximum Settlement Amount) and no more than \$25,000 in attorneys' costs, and Defendant agrees not to oppose such application. All Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiff and Class Counsel will not have the right to revoke this Settlement if the Court fails to approve the sum of Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net Settlement Amount.

38. Class Representative Enhancement Payment. Plaintiff will apply to the Court for Class Representative Enhancement Payment of no more than \$10,000 to Plaintiff for his efforts and work in prosecuting the Action on behalf of Class Members and Eligible Aggrieved Employees, and Defendant agrees not to oppose such application. The Class Representative Enhancement Payment, which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's right to an Individual Settlement Payment pursuant to this Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiff will not have the right to revoke this Settlement if the Court fails to approve the amount sought as Class Representative Enhancement Payment. Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff will be added to the Net Settlement Amount.

39. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) translating, printing, distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c) setting up the interest-bearing QSF; (d) calculating and distributing all payments to be made pursuant to this Settlement; and (e) providing necessary reports and declarations as

1 requested by the Parties The Settlement Administration Costs will not exceed \$20,000. All the
2 Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon
3 completion of all duties required to be performed by the Settlement Administrator under the terms
4 of this Settlement or required by the Court. Any portion of the Settlement Administration Costs not
5 awarded to the Settlement Administrator will be added to the Net Settlement Amount. Defendant
6 shall not be required to pay additional funds toward Settlement Administration Costs.

7 40. PAGA Payment. \$100,000 shall be allocated from the Maximum Settlement
8 Amount for settlement of claims for civil penalties under PAGA. The Settlement Administrator
9 shall pay seventy-five percent (75%) the PAGA Payment (\$75,000) to the LWDA and twenty-five
10 percent (25%) of the PAGA Payment (\$25,000) to Eligible Aggrieved Employees, on a pro rata
11 basis, as described in this Agreement. Each Eligible Aggrieved Employee's portion of the PAGA
12 Payment will be part of his or her Individual PAGA Payment. Eligible Aggrieved Employees will
13 receive their portion of the PAGA Payment even if they submit Requests for Exclusion.

14 41. Individual Settlement Payment Calculations. Individual Settlement Payments to
15 Class Members will be calculated and apportioned from the Net Settlement Amount based on the
16 number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-
17 exempt employee in California. Such calculations will be made as follows:

18 41(a). The Settlement Administrator will first calculate the total number of
19 Workweeks worked by each Class Member by calculating the number of days each
20 Class Member was employed as an hourly-paid or non-exempt employee in
21 California during the Class Period and dividing that number by seven (7). The
22 Settlement Administrator will also calculate the aggregate total Workweeks worked
23 by all Class Members as hourly-paid or non-exempt employees in California during
24 the Class Period.

25 41(b). To determine the estimated Individual Settlement Payments, the Settlement
26 Administrator will use the following formula: (1) the Net Settlement Amount will
27 be divided by the aggregate total number of Workweeks worked by all Class
28 Members during the Class Period, resulting in the Workweek Value for Class

1 Members. (2) Each Class Member's Individual Settlement Payment will then be
2 calculated by multiplying each individual Class Member's total number of
3 Workweeks worked by the Workweek Value for Class Members.

4 41(c). The entire Net Settlement Amount will be disbursed as Individual
5 Settlement Payments to Class Members. If there are any valid and timely Requests
6 for Exclusion, the Settlement Administrator shall proportionately increase the
7 Individual Settlement Payment for each Class Member according to the number of
8 Workweeks worked, so that the amount distributed to the Class equals one hundred
9 percent (100%) of the Net Settlement Amount. Additionally, all interest accrued
10 from Defendant's payment into the QSF during the funding process and through
11 distribution will be added to the Net Settlement Amount, and the Individual
12 Settlement Payments will be proportionally increased on a pro rata basis.

13 42. Individual PAGA Payment Calculations. Individual PAGA Payments to Eligible
14 Aggrieved Employees will be calculated and apportioned from the twenty-five percent (25%) of
15 the PAGA Payment (\$25,000) based on the number of Workweeks an Eligible Aggrieved
16 Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in
17 California. Such calculations will be made as such:

18 42(a). The Settlement Administrator will calculate the total number of Workweeks
19 worked by each Eligible Aggrieved Employees by calculating the number of days
20 each Eligible Aggrieved Employee was employed as an hourly-paid or non-exempt
21 employee in California during the PAGA Period and dividing that number by seven
22 (7). The Settlement Administrator will also calculate the aggregate total number of
23 Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-
24 exempt employees in California during PAGA Period.

25 42(b). To determine the estimated Individual PAGA Payments, the Settlement
26 Administrator will use the following formula: (1) the twenty-five percent (25%) of
27 the PAGA Payment (\$25,000) will be divided by the aggregate total number of
28 Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period,

1 resulting in the Workweek Value for Eligible Aggrieved Employees. (2) Each
2 Eligible Aggrieved Employee's Individual PAGA Payment will be then calculated
3 by multiplying each individual Eligible Aggrieved Employee's total number of
4 Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

5 43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Class Members under this Settlement, as well as any other payments made pursuant to this
7 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
8 which any Class Members may be eligible. This includes, but is not limited to: (a) profit-sharing
9 plans; (b) bonus plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave
10 plans; (g) PTO plans; and (h) any other benefit plan.

11 44. Settlement Administration Process. The Parties agree to cooperate in the
12 administration of the settlement and to make all reasonable efforts to control and minimize the
13 costs and expenses incurred in administration of the Settlement. Defendant agrees to fund the QSF
14 by making the above-described payment through the Settlement Administrator. The schedule and
15 timing of this Settlement is intended for the QSF to be fully funded at the point in time following
16 final approval, the Effective Date of the Settlement, and when distribution of the approved
17 payments has been approved and ordered by the Court.

18 45. Delivery of the Class List. Within twenty-one (21) calendar days of entry of the
19 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
20 Settlement Administrator.

21 46. Confirmation of Contact Information in the Class List and Undeliverable Notices.
22 Prior to mailing the Notice Packets, the Settlement Administrator will perform a search based on
23 the National Change of Address Database for information to update and correct for any known or
24 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-
25 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
26 Mail to the forwarding address affixed thereto, and the Settlement Administrator will indicate the
27 date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement
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1 Administrator will promptly attempt to determine the correct address using an Accurant
2 search/skip-trace and will perform a single remailing.

3 47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after the Settlement
4 Administrator receives the Class List and updates the addresses within the Class List, the
5 Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class
6 U.S. Mail.

7 48. Notice Packets. All Class Members will be mailed a Notice Packet, comprised of
8 the Notice of Class Action Settlement, Objection Form, and Request For Exclusion in the forms
9 attached as **Exhibits A, B, and C** respectively or as provided by Court order.

10 49. Disputed Information in the Notice Packets. Class Members will have an
11 opportunity to dispute the information provided in their Notice Packets. To the extent Class
12 Members dispute their employment dates or the number of Workweeks worked, Class Members
13 may produce evidence to the Settlement Administrator showing such information is inaccurate
14 within the Response Deadline (no later than 45 calendar days from the initial mailing of the Notice
15 Packet). The Settlement Administrator will advise the Parties of such dispute, allow Defendant ten
16 (10) business days to respond with any additional information or records, and then decide the
17 dispute. Defendant's records will be presumed correct, but the Settlement Administrator will
18 evaluate evidence submitted by the Class Member and Defendant and will make the final decision.

19 50. Requests for Exclusion. Any Class Member wishing to opt-out from the Settlement
20 must sign and postmark a valid and timely written Request for Exclusion to the Settlement
21 Administrator within the Response Deadline (no later than 45 calendar days from the initial
22 mailing of the Notice Packet). The postmark date will be the exclusive means to determine if a
23 Request for Exclusion has been timely submitted. The Parties and their counsel will not solicit or
24 encourage any Class Member, directly or indirectly, to opt out of the Settlement. A Class Member
25 who properly submits a valid and timely request to be excluded from the Action will not receive an
26 Individual Settlement Payment, will not be bound by the class action releases of the Settlement,
27 and will not have standing to object to the Settlement. A Request for Exclusion must be mailed to
28 the Settlement Administrator at its address to be provided in the Notice Packet. The Settlement

1 Administrator will transmit the requests for exclusion to the Parties' counsel. Class Counsel will
2 include all Requests for Exclusion received with the motion for final approval of the Settlement.

3 50(a). PAGA Portion of the Settlement. A Class Member who properly submits a
4 valid and timely request to be excluded from the Action will still receive his or her
5 Individual PAGA Payment if he or she is also an Eligible Aggrieved Employee. In
6 the other words, a Class Member and Eligible Aggrieved Employee will still be
7 bound to the PAGA portion of this Settlement even if he or she submits a valid and
8 timely request to be excluded.

9 50(b). Defective Submissions. If a Class Member's Request for Exclusion is
10 defective as to the requirements listed herein, that Class Member will be given an
11 opportunity to cure the defect(s). Specifically, the Settlement Administrator will
12 mail the Class Member a curative letter within three (3) business days of receiving
13 the defective submission to advise the Class Member his or her submission is
14 defective and that the defect must be cured to render the Request for Exclusion
15 valid. The Class Member will have until the later of: (1) the Response Deadline; or
16 (2) fifteen (15) calendar days from the date of the curative letter, whichever date is
17 later, to postmark a revised Request for Exclusion. If the revised Request for
18 Exclusion is not postmarked within that period, it will be deemed untimely.

19 50(c). Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
20 Member who does not affirmatively opt out of the Settlement by submitting a
21 timely and valid Request for Exclusion will be bound by all its terms, including
22 those pertaining to the Class Released Claims, as well as any Judgment that may be
23 entered by the Court if it grants final approval.

24 51. Objection Procedures. The Notice Packet shall state Class Members who wish to
25 object to the Settlement may do so by submitting an Objection Form to the Settlement
26 Administrator within the Response Deadline (no later than 45 calendar days from the initial
27 mailing of the Notice Packet). The postmark date of the filing and service will be deemed the
28 exclusive means for determining if the Objection is timely. The Settlement Administrator will

1 promptly provide any Objection Forms to the Parties' counsel upon receiving them. Class Counsel
2 will include all Objections received and the Parties' response(s) with Plaintiff's motion for final
3 approval of the Settlement. Class Members have the right to have their Objections heard at the
4 Final Approval Hearing. However, Class Members are not required to appear at the Final Approval
5 Hearing to have their Objections considered. Class Counsel will not represent any Class Members
6 with respect to any such Objections to this Settlement. Any Class Members who request exclusion
7 from the Settlement will not have standing to object to the Settlement. If a Class Member objects
8 to the Settlement, the Class Member will remain a Class Member. By extension, if the Court
9 approves this Settlement, the objecting Class Member will be deemed a member of the Class and
10 be bound by the terms of the Settlement and Judgment at final approval in the same way and to the
11 same extent as a Class Member who did not object.

12 51(a). PAGA Portion of the Settlement. Class Members and Eligible Aggrieved
13 Employees cannot object to the PAGA portion of the Settlement.

14 52. Settlement Administrator Reports. The Settlement Administrator will provide the
15 Parties' counsel a weekly report of the number of Class Members who have submitted valid
16 Requests for Exclusion, Objection Forms, and disputes regarding Workweeks worked calculations.
17 The Settlement Administrator will also provide the Parties' counsel any updated reports regarding
18 the administration of the Settlement Agreement as needed or requested.

19 53. Funding of the Qualified Settlement Fund. To facilitate the funding of the QSF for
20 distribution as detailed above, Defendant will make a single payment of the \$2,500,000 into the
21 QSF following the Effective Date. The Settlement Administrator will notify Defendant's counsel
22 of the account information to which Defendant will wire the payment into the QSF to fund the
23 Maximum Settlement Amount. Upon establishing the QSF, the Settlement Administrator will
24 maintain the fund through preliminary approval, settlement administration, and final approval.

25 54. Distribution and Timing of Payments: Within twenty-one (21) calendar days of the
26 Effective Date and Defendant fully funding the QSF with the Maximum Settlement Amount, the
27 Settlement Administrator will issue payments to: (a) all Class Members who have not submitted a
28 valid and timely Request for Exclusion, including any Class Member whose notice was returned as

1 undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiff; (d) Class Counsel; and (e) LWDA.
2 The Settlement Administrator will also issue a payment to itself for Court-approved services
3 performed in connection with the Settlement. The Settlement Administrator will pay Individual
4 Settlement Payments from the Net Settlement Amount to all Class Members who do not timely
5 request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the
6 twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved Employees. The
7 Settlement Administrator will submit these payments by sending a check in the appropriate amount
8 to the Class Members at the address indicated in the Class List provided by Defendant, or as later
9 determined by the Settlement Administrator to be correct.

10 55. Uncashed Settlement Checks. Class Members will receive checks for their
11 Individual Settlement Payments and Individual PAGA Payments. Checks will remain negotiable
12 for one hundred twenty (120) calendar days. Any check not cashed within one hundred twenty
13 (120) calendar days will be void. The funds from the uncashed checks shall be distributed by the
14 Settlement Administrator to the State Controller's Unclaimed Property Fund. No later than ten (10)
15 calendar days after the expiration of the 120-day period, the Settlement Administrator shall deposit
16 the total amounts contained in the settlement checks, and all interest that has accrued, to the State
17 Controller's Unclaimed Property Fund. The Settlement Administrator shall provide a declaration
18 of deposit with the State Controller's Unclaimed Property Fund, which will be served on the
19 Parties' counsel within ten (10) calendar days of payment of the residual. Any costs associated
20 with administering the remaining funds under this paragraph (e.g., bank stop-payment charges,
21 settlement administration costs associated with any reserve amount) or payments to the State
22 Controller's Unclaimed Property Fund will be deducted before the deposit into the State
23 Controller's Unclaimed Property Fund.

24 56. Certification of Completion. Upon completion of administration of the Settlement,
25 the Settlement Administrator will provide a written declaration under oath to certify such
26 completion to the Court and the Parties' counsel.

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1 57. Allocation of Individual Settlement Payments. All Individual Settlement Payments
2 will be allocated as follows: (a) twenty percent (20%) as wages; and (b) eighty percent (80%) as
3 interest and penalties. All interest accrued from Defendant's payment into the QSF during the
4 funding process and through distribution will be added to the Net Settlement Amount, and
5 Individual Settlement Payments will be proportionally increased on a pro rata basis. The
6 Settlement Administrator will be responsible for issuing to Class Members a form W-2 for
7 amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties.

8 58. Allocation of Individual PAGA Payments. All Individual PAGA Payments will be
9 allocated as one hundred percent (100%) penalties. The Settlement Administrator will be
10 responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved
11 Employee's Individual PAGA Payment exceeds \$600.

12 59. Administration of Taxes by Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel tax
14 forms as may be required by law for all amounts paid and will be responsible for forwarding all
15 taxes and penalties to the appropriate government authorities as may be required by law.

16 60. Tax Liability. Defendant makes no representation as to the tax treatment or legal
17 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on
18 any statement, representation, or calculation by Defendant or Settlement Administrator. Plaintiff
19 and Class Members agree they will be responsible for the payment of any taxes and penalties
20 assessed on the payments described herein and will defend, indemnify, and hold Defendant free
21 and harmless from any claims resulting from treatment of such payments as non-taxable damages.

22 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
23 PURPOSES OF THIS PARAGRAPH, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
28 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
2 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
3 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
4 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
5 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B)
6 HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
7 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
8 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
9 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
10 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
11 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
12 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
13 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
14 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
15 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
16 CONTEMPLATED BY THIS AGREEMENT.

17 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
18 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
19 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
20 action, cause of action or right herein released and discharged.

21 63. Nullification of Settlement Agreement. If: (a) the Court does not finally approve
22 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
23 then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
25 will likewise be treated as void from the beginning.

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1 64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
2 request the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary
3 Approval Order for: (a) the conditional certification of the Class for settlement purposes only; (b)
4 preliminary approval of the Settlement Agreement; and (c) setting a date for a Final Approval
5 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
6 Members specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will
7 submit this Settlement Agreement, which will include the Notice Packet.

8 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or Objection Forms to the Settlement Agreement,
10 and with the Court's permission, a Final Approval Hearing will be conducted to determine the
11 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
12 Individual Settlement Payments; (b) Individual PAGA Payments; (c) Class Representative
13 Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs.
14 Class Counsel will be responsible for drafting all documents necessary to obtain final approval.
15 Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be
16 heard at the final approval hearing. The Final Approval Hearing will not be held earlier than thirty
17 (30) calendar days after the Response Deadline.

18 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its
20 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
21 purposes of addressing: (a) interpretation and enforcement of the terms of the Settlement; (b)
22 settlement administration matters; and (c) such post-Judgment matters as may be appropriate under
23 court rules or as set forth in this Settlement Agreement.

24 67. General Release by Plaintiff. In consideration for the consideration set forth in this
25 Agreement, Plaintiff, for himself and his heirs, successors, and assigns waives, releases, acquits,
26 and forever discharges the Released Parties from any and all claims, actions, charges, complaints,
27 grievances, and causes of action, of whatever nature, whether known or unknown, which exist or
28 may exist on Plaintiff's behalf as of the date of this Agreement. This includes, but is not limited to,

1 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability
2 claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury
3 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
4 quantum meruit claims, and any and all claims arising under any federal, state or other
5 governmental statute, law, regulation or ordinance, including any claims arising under the Fair
6 Employment and Housing Act (FEHA), Labor Code, Wage Orders of California's Industrial
7 Welfare Commission, other state wage and hour laws, Americans with Disabilities Act, Age
8 Discrimination in Employment Act (ADEA), Employee Retirement Income Security Act, Title VII
9 of the Civil Rights Act of 1964, Fair Employment and Housing Act, Family Rights Act, Family
10 Medical Leave Act, California's Whistleblower Protection Act, Business & Professions Code
11 section 17200, *et seq.*, and any and all claims arising under any federal, state or other
12 governmental statute, law, regulation or ordinance. Plaintiff also hereby expressly waives and
13 relinquishes any and all claims, rights or benefits he may have under Civil Code section 1542,
14 which provides as follows:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE**
16 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
17 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
18 **EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR**
HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.

19 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
20 he now knows or believes to exist. But Plaintiff expressly agrees to fully, finally, and forever settle
21 and release any and all claims against the Released Parties, known or unknown, suspected or
22 unsuspected, which exist or may exist against Released Parties at the time of execution of this
23 Agreement. This includes, but is not limited to, any and all claims relating to or arising from
24 Plaintiff's employment with Defendant. The Parties further acknowledge, understand, and agree
25 this representation and commitment is essential to the Agreement and that this Agreement would
26 not have been entered were it not for this representation and commitment.

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1 68. Release by All Class Members. It is the desire of Plaintiff, Class Members, and the
2 Released Parties to fully, finally, and forever settle, compromise, and discharge the claims asserted
3 in the operative complaint. In exchange for the consideration set forth in this Agreement, Plaintiff
4 and all Class Members who do not submit a valid and timely Request for Exclusion, on behalf of
5 himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and
6 successors, fully and finally release and discharge the Released Parties from any and all of the
7 Class Released Claims within the Class Period. This waiver and release will be final and binding
8 on the Effective Date and will have every preclusive effect permitted by law. Plaintiff and the
9 Class Members may hereafter discover facts or legal arguments in addition to or different from
10 those they now know or currently believe to be true with respect to the Class Released Claims. The
11 discovery of new facts or legal arguments shall in no way limit the scope or definition of the Class
12 Released Claims. By virtue of this Agreement, Plaintiff and the Class Members shall be deemed to
13 have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and
14 forever settled and released all of the Class Released Claims. The Parties understand and agree the
15 scope of the release described in this paragraph: (a) is a material part of the consideration for this
16 Agreement; (b) was critical in justifying the agreed upon economic value of this settlement and
17 without it Defendant would not have agreed to the consideration provided; and (c) is narrowly
18 drafted and necessary to ensure Defendant is obtaining peace of mind regarding the resolution of
19 claims that were or could have been alleged based on the facts, causes of action, and legal theories
20 contained in the operative complaint in the Action.

21 69. Release by Plaintiff and State of California. Plaintiff, the State of California, and
22 the LWDA will release the Released Parties of the claims set forth in the PAGA Released Claims.

23 70. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
24 set forth in any attached Exhibits, which are incorporated by reference as though fully set forth
25 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

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1 71. Publicity Agreement. Plaintiff and Class Counsel agree not to disclose or publicize
2 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
3 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
4 except potential class members and as shall be contractually required to effectuate the terms of the
5 Settlement. This paragraph means Plaintiff and Class Counsel agree not to issue press releases,
6 communicate with, or respond to any media or publication entities, publish information in manner
7 or form, whether printed or electronic, on any medium or otherwise communicate, whether by
8 print, video, recording or any other medium, with any person or entity concerning the Settlement,
9 including the fact of the Settlement, its terms or contents and the negotiations underlying the
10 Settlement, except as shall be contractually required to effectuate the terms of the Settlement.

11 71(a). This provision shall not apply to the filing of any documents with the Court
12 or the LWDA that are necessary to effectuate the Settlement, nor is it intended to
13 interfere with or restrict: (1) the Settlement Administrator from distributing the
14 Notice Packets and otherwise complying with its obligation to provide information
15 to Class Members and/or Eligible Aggrieved Employees; (2) the Settlement
16 Administrator from posting any judgment on its website; (3) Class Counsel from
17 disclosing the names of the Parties in this Action and the venue/case number of this
18 action for purposes of proving adequacy; and (4) Defendant from disclosing the
19 Settlement as required under its legal obligations.

20 72. No Unalleged Claims. Plaintiff and Class Counsel represent they are not currently
21 aware of any: (a) unalleged claims in addition to, or different from, those which are finally and
22 forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts
23 or legal theories upon which any claims or causes of action could be brought against Defendant,
24 except such facts and theories specifically alleged in the operative complaint in this Action.
25 Plaintiff and Class Counsel represent, other than this Action, they have no current intention of
26 asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and
27 Class Counsel represent they do not currently know of or represent any persons who have
28 expressed any interest in pursuing litigation or seeking any recovery against Defendant. The

1 Parties acknowledge, understand, and agree the representations described here are essential to the
2 Settlement and that this Settlement would not have been entered were it not for this representation.

3 73. Escalator Clause. It is estimated there is a sum of about 58,948 Workweeks during
4 the Class Period. If the number of Workweeks during the Class Period exceeds 58,948 by more
5 than ten percent (10%) (or 5,894.8 Workweeks), the Parties agree Plaintiff shall, in his sole
6 discretion, have the right to request a pro-rata increase in the Maximum Settlement Amount equal
7 to the percentage increase in Workweeks above 58,948. For example, if the number of Workweeks
8 increases by twelve percent (12%), Plaintiff shall request a two percent (2%) increase to the
9 Maximum Settlement Amount.

10 74. Defendant's Option to Terminate. Defendant retains the right, in the exercise of its
11 sole discretion, to nullify the Settlement within thirty (30) calendar days after expiration of the
12 Response Deadline if ten percent (10%) or more of Class Members submit valid and timely
13 requests for exclusion. If Defendant elects to terminate the Settlement, it shall be responsible for
14 payment of the cost of administration incurred with the Settlement Administrator.

15 75. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
16 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
17 be deemed binding on the Parties. This provision has no application or impact on any arbitration
18 agreements, confidentiality agreements, employee handbooks, or policies executed by a Class
19 Member during his or her employment with Defendant, which remain in full force and effect.

20 76. Amendment or Modification. This Settlement Agreement may be amended or
21 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

22 77. Authorization to Enter Into the Settlement Agreement. The Parties' counsel warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Settlement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Settlement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or

1 on any supplemental provisions that may become necessary to effectuate the terms of this
2 Settlement, the Parties shall refer the matter to the mediator Judge Carl West for resolution.

3 78. Binding on Successors and Assigns. This Agreement will be binding upon, and
4 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 79. California Law Governs. All terms of this Settlement Agreement and Exhibits
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 80. Execution and Counterparts. This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including facsimile and scanned copies of the signature
10 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange
11 among themselves original signed counterparts.

12 81. Acknowledgement the Settlement Agreement is Fair and Reasonable. The Parties
13 believe this Settlement is a fair, adequate, and reasonable settlement and arrived at this Settlement
14 after arm's-length negotiations and in the context of adversarial litigation. The Parties
15 acknowledge they are each represented by competent counsel and that they have had an
16 opportunity to consult with their counsel regarding the fairness and reasonableness of this
17 Settlement. The mediator may execute a declaration supporting the Settlement and its
18 reasonableness. The Court may, in its discretion, contact the mediator to discuss the Settlement and
19 whether it is fair and reasonable.

20 82. Invalidity of Any Provision. Before declaring any provision of this Settlement
21 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
22 extent possible consistent with applicable precedents so as to define all provisions of this
23 Settlement Agreement valid and enforceable.

24 83. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
25 class certification for purposes of this Settlement only. Plaintiff or Class Counsel may appeal any
26 reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either
27 Party may appeal any court order that materially alters the Settlement Agreement's terms.

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1 84. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
3 entering this Settlement, Defendant does not admit, and specifically denies, it: (a) violated any
4 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
5 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
6 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (d)
7 engaged in any other unlawful conduct with respect to their employees. Neither this Settlement,
8 nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed
9 as an admission or concession of any such violations or failures to comply with any applicable law.
10 Except as necessary to enforce the terms of this Settlement, this Settlement and its terms and
11 provisions will not be offered or received as evidence in any action or proceeding to establish any
12 liability or admission on the part of Defendant or to establish the existence of any condition
13 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

14 85. Waiver. No waiver of any condition or covenant contained in this Settlement or
15 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute
16 a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

17 86. Enforcement Action. If one or more of the Parties institutes any legal action or
18 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
19 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
21 including expert witness fees incurred in connection with any enforcement actions.

22 87. Mutual Preparation. The Parties had a full opportunity to negotiate the terms and
23 conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
24 against one Party than another merely by virtue of the fact it may have been prepared by counsel
25 for one of the Parties, it being recognized that, because of the arm's-length negotiations between
26 the Parties, all Parties have contributed to the preparation of this Settlement.

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1 88. Representation By Counsel. The Parties acknowledge they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement and that this
3 Settlement has been executed with the consent and advice of counsel. Furthermore, Plaintiff and
4 Class Counsel warrant and represent there are no liens on the Settlement.

5 89. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Settlement Agreement herein will be subject to final Court approval.

7 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement.

10 91. Binding Agreement. The Parties warrant they understand and have full authority to
11 enter this Settlement and further intend this Settlement will be fully enforceable and binding on all
12 Parties. The Parties agree this Settlement will be admissible and subject to disclosure in any
13 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
14 otherwise might apply under federal or state law.

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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 10/21/2022

Antonio Gonzales

Antonio Gonzales

DEFENDANT

Dated: 10/26/22

Keeco, LLC

Keeco, LLC

By:

Title:

APPROVED AS TO FORM.

DATED: 10/21/22

JUSTICE LAW CORPORATION

By D. Han

Douglas Han

Shunt Tatavos-Gharajeh

Chancellor Nobles

Attorneys for Plaintiff

DATED: 10/27/22

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By Samuel P. Knecht

Katherine C. Den Bleyer

Samuel P. Knecht

Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

ANTONIO GONZALES, individually, and on behalf of
other members of the general public similarly situated;

Plaintiff,

vs.

KEECO, LLC, a California limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2104851

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the cases entitled *Antonio Gonzales v. Keeco, LLC* (Case No. CVRI2104851) (the “Action”).

You are receiving this notice because the records of Defendant Keeco, LLC’s (“Defendant”) indicate you are a current or former hourly-paid or non-exempt employee employed by Defendant within the State of California at any time between April 26, 2017 and November 8, 2022 (“Class,” “Class Member” and “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On August 17, 2021, Plaintiff Antonio Gonzales (“Plaintiff”), a former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant.

On October 22, 2021, Plaintiff filed a wage-and-hour class action lawsuit against Defendant in the Superior Court of California, County of Riverside (Case No. CVRI2104851). Plaintiff’s lawsuit alleged the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed

business expenses); (8) Labor Code section 2698 (Private Attorneys General Act of 2004 (“PAGA”); and (9) Business & Professions Code section 17200.

On May 31, 2022, after engaging in discovery, investigations, and negotiations, Plaintiff and Defendant (collectively, known as the “Parties”) attended mediation with the mediator Judge Carl West, a well-respect mediator of class action lawsuits. While the Parties did not initially settle this Action at mediation, under the continued guidance of the mediator and further negotiations, the Parties eventually reached a settlement.

Defendant strongly denies violating the law in any way or failing to pay any wages, contends it complied with all applicable laws, and has entered the Settlement solely for purposes of resolving this dispute. Defendant further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiff’s allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties agreed to resolve this matter in the amount of \$2,500,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The “Class” and “Class Members” are defined as all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between April 26, 2017 and November 8, 2022 (“Class,” “Class Members,” and “Class Period”). A “non-exempt employee” means an employee who is entitled to payment of minimum wage and overtime wage if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$2,500,000 to settle the claims of all Class Members (“Maximum Settlement Amount”). Following the Effective Date, Defendant will make a single payment of \$2,500,000 into the Qualified Settlement Fund, which the Settlement Administrator will manage and establish.

- 1)** The Effective Date is the later of: (a) twenty-one (21) calendar days after entry of final approval if no objection to the Settlement is made; (b) twenty-one (21) calendar days after the running of the appeal period if an objection is made but no appeal is filed; or (c) twenty-one (21) calendar days after entry of final approval is no longer subject to appeal if an objection is made and an appeal is filed.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1)** Class Counsel’s attorneys’ fees of up to \$875,000;
- 2)** Class Counsel’s attorneys’ costs as reimbursement for litigation costs and expenses incurred of up to \$25,000;

- 3) Settlement Administration Costs to the Settlement Administrator of up to \$20,000;
- 4) Class Representative Enhancement Payment of up to \$10,000 to Plaintiff; and
- 5) PAGA Payment of \$100,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$75,000) will be paid to the LWDA and twenty-five percent (25%) of which (\$25,000) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, detailed below.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, and PAGA Payment. The Net Settlement Amount is estimated to be \$1,470,000, and it will be distributed in its entirety through the Individual Settlement Payments that will be mailed to the Class Members, detailed below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member by calculating the number of days each Class Member was employed as an hourly-paid or non-exempt employee in California during the Class Period and dividing that number by seven (7). The Settlement Administrator will also calculate the aggregate total Workweeks worked by all Class Members as hourly-paid or non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: (1) the Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. (2) Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$[REDACTED].**

The estimated range of the Individual Settlement Payments is \$[REDACTED] on the low end and \$[REDACTED] on the high end.

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (Private Attorneys General Act of 2004), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is essentially acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee acting as an agent of the State of California to obtain penalties for himself and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA

action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims if they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

“Eligible Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between August 17, 2020 and November 8, 2022 (“Eligible Aggrieved Employees” and “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$25,000) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of Workweeks an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Eligible Aggrieved Employees by calculating the number of days each Eligible Aggrieved Employee was employed as an hourly-paid or non-exempt employee in California during the PAGA Period and dividing that number by seven (7). The Settlement Administrator will also calculate the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

To determine the estimated Individual PAGA Payments, the Settlement Administrator will use the following formula: (1) the twenty-five percent (25%) of the PAGA Payment (\$25,000) will be divided by the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the Workweek Value for Eligible Aggrieved Employees. (2) Each Eligible Aggrieved Employee’s Individual PAGA Payment will be then calculated by multiplying each individual Eligible Aggrieved Employee’s total number of Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined the number of Workweeks you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$[REDACTED].

VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all claims stated in the operative complaint and those based solely upon the facts alleged in the operative complaint. This includes all of the following claims for relief: (1) failure to properly calculate and pay all regular wages, minimum wages, overtime wages, and sick leave due (Labor Code sections 246, 510, 1194, 1194.2, 1197, and 1198); (2) failure to provide proper meal and rest breaks and to properly provide premium pay in lieu thereof (Labor Code sections 226.7 and 512); (3) failure to provide complete, accurate, or properly formatted wage statements and payroll records (Labor Code sections 226, 1174, and 1776); (4) failure to

reimburse necessary business expenditures (Labor Code sections 2800 and 2802); (5) failure to pay waiting time penalties (Labor Code sections 201, 202, 203, and 204); (6) failure to timely pay wages during employment and after employment (Labor Code section 204); (7) engaging in unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint (Business & Professions Code section 17200, *et seq.*); and (8) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said claims, causes of action or legal theories of relief ("Class Released Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.

Moreover, the PAGA Released Claims shall mean all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's notice letter sent to the LWDA on August 17, 2021 and only to the extent such claims were alleged in the operative complaint. This includes claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders ("PAGA Released Claims"). The PAGA Released Claims shall only bind Plaintiff and the State of California. Plaintiff does not release Eligible Aggrieved Employees' claim for wages or damages. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

The parties that will be released of the Released Claims include Defendant together with its officers, directors, employees, and agents ("Released Parties").

IX. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred twenty (120) calendar days from the date on which it is issued. After the one hundred twenty (120) calendar days expire, the check will become void and the funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action portion of the settlement.* If you choose to be excluded from the class action portion of the settlement, by no later than **[ENTER DATE]** (within 45 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion" form included in this Notice Packet and mail the Request for Exclusion form to the Settlement Administrator, Phoenix Class Action Administration Solutions, located at **[REDACTED]**. To be valid, your exclusion request must include the information contained within the "Request for Exclusion" form along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion forms; or

C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are included in the "Objection Form" included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement. A more detailed explanation on the "Objection Form" and how to object is provided below under Section XI of this notice.

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X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest and penalties. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

D. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

E. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

XI. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the "Objection Form" included in this Notice Packet. Moreover, you must also explain your reasoning under the "I object to the class action portion of the Settlement for the following reasons" portion of the "Objection Form." If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear Final Approval Hearing to have your objection considered. Moreover, you may appear at the Final Approval Hearing even if you do not submit an Objection Form. You must either mail or fax the "Objection Form" to the Settlement Administrator, located at [REDACTED]. The Settlement Administrator's fax number is [REDACTED]. The "Objection Form" must be postmarked by [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet).

XII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED], in Department 10 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice to Class Members of any continuance of the Final Approval Hearing by mail.

You are not required to attend the Final Approval Hearing. Class Counsel and the Class Members will answer any questions the Court may have. You are welcome to attend the Final Approval Hearing at your own expense.

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court, Case Number CVRI2104851. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the clerk's office of the Riverside Superior Court (Historic Courthouse), located at 4050 Main Street, Riverside, California 92501. You can also find the settlement ("Joint Stipulation and Settlement Agreement") by accessing the Court's website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached to the [REDACTED] that was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator at [REDACTED] or the Parties' counsel (see below for phone numbers, email information, and physical mailing address).

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

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Shunt Tatavos-Gharajeh
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Katherine.DenBleyker@lewisbrisbois.com
Samuel.Knecht@lewisbrisbois.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

OBJECTION FORM

Antonio Gonzales v. Keeco, LLC
Case No. CVRI2104851

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO OBJECT TO THE CLASS ACTION PORTION OF THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND DELIVER OR RETURN THIS FORM POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE CLASS
ACTION PORTION OF THE SETTLEMENT.**

I object to the class action portion of the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION
Antonio Gonzales v. Keeco, LLC
Case No. CVRI2104851

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND DELIVER OR RETURN THIS FORM POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action portion of the Settlement in *Antonio Gonzales v. Keeco, LLC*, Case No. CVRI2104851. I understand by not participating and excluding myself from the class action portion of the Settlement, I will not receive an Individual Settlement Payment. I also understand even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my Individual PAGA Payment.

Signed on _____

Signature: _____

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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 November 11, 2022, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Gonzales v. Keeco, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-841748-21**
Court Case No.: CVRI2104851
Riverside 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 November 11, 2022, at Pasadena, California.



Mariah Anderson