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15 And TURNER'S OUTDOORS INC.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF LOS ANGELES

18 COMPLEX CIVIL LITIGATION
19

20 KADEN SANCHEZ, on behalf of himself and
21 all others similarly situated, and the general
public,

22 *Plaintiff,*

23 v.

24 TURNER'S OPERATIONS INC., a California
corporation; TURNER'S OUTDOORS INC., a
25 California corporation; and DOES 1 through
50, inclusive,

26 *Defendants.*
27
28

Case No. 21STCV38742 (Related with
22STCV25640)

Assigned for All Purposes to the
Hon. Daniel M. Crowley, Dept. 71

**JOINT STIPULATION TO SETTLE
PAGA ACTION AND RELEASE OF
CLAIMS**

Action Filed: October 20, 2021

1 This Joint Stipulation of PAGA Action Settlement and Release of Claims ("Settlement
2 Agreement" or "Agreement") is made and entered into by and between Plaintiff Kaden Sanchez
3 ("Plaintiff" or "PAGA Representative"), individually and on behalf of all putative PAGA Members,
4 on the one hand, and Defendants TURNER'S OPERATIONS INC., and TURNER'S OUTDOORS
5 INC., (collectively "Defendants"). Plaintiff and Defendants are collectively referred to herein as
6 the "Parties."

7
8 **RECITALS**

9 A. On October 20, 2021, Plaintiff, on behalf of herself, all others similarly situated, the
10 general public, and the State of California, filed a representative action complaint under the Private
11 Attorneys General Act (PAGA) in the Superior Court of California, County of Los Angeles for
12 alleged violations of the California Labor Code.

13
14 B. Defendants deny all of Plaintiff's material allegations. Specifically, Defendants
15 denies that Plaintiff and putative PAGA Members are entitled to additional wages. Defendants
16 denies that their employees were deprived of meal and rest periods, aver that they had meal and rest
17 break policies and procedures in place to ensure compliance with California law, and aver that
18 employees were not impeded from taking their lawful rest and meal periods. Defendants believes
19 Plaintiff's regular rate claim will fail because Defendants paid non-discretionary bonuses and
20 included all applicable remuneration in calculating the regular rate of pay. Defendants further aver
21 that the stand-alone wage statement claim will fail because there was no knowing and intentional
22 violation and that the derivative wage statement claim will fail for the reasons stated above.
23 Defendants believe the claim for failure to pay all wages, including overtime and double-time
24 wages, will likewise fail, because Defendants security checks were always completed while on-the-
25 clock. Therefore, Defendants believes Plaintiff's PAGA claim will fail.

26
27 C. The Parties engaged in an informal, voluntary exchange of information in the context
28 of privileged settlement discussions to facilitate an early mediation. Defendants produced Plaintiff's

1 entire personnel file, payroll and timekeeping records, including policies and agreements she signed
2 and acknowledged, copies of its relevant company written policies, and time-keeping records and
3 paycheck data and records. Defendants also produced time records for PAGA Members and payroll
4 records for a portion of PAGA Members.

5
6 D. On April 11, 2024, the Parties participated in a mediation before mediator Judge
7 Amy D. Hogue, (Ret.) During the mediation, the Parties had a full day of productive negotiations
8 and reached an agreement to settle the case on behalf of all PAGA Members. During the mediation,
9 each party, represented by its respective counsel, recognized the risk of an adverse result in the
10 Action and agreed to settle the Action and all other matters covered by this Agreement pursuant to
11 the terms and conditions of this Agreement.

12
13 E. Based on their own thorough, independent investigation and evaluation of this case,
14 PAGA Counsel (as defined in paragraph 6 below) are of the opinion that the settlement with
15 Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable,
16 adequate, and in the best interest of the Settlement Group (as defined in paragraph 5 below) in light
17 of all known facts and circumstances, including the risk of significant costs and delay, the defenses
18 asserted by Defendants, the risks of adverse determinations on the merits, and numerous potential
19 appellate issues. Although Defendants contends it has no liability in this case, Defendants' counsel
20 shares PAGA Counsel's belief that the Agreement represents a fair and adequate settlement given
21 the respective risks associated with the Action.

22
23 F. This Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or will be construed as an admission by Defendants that
25 Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the PAGA Group
26 on those claims or the State, or as an admission by Plaintiff that Defendants' defenses raised in the
27 Action have merit. This Agreement is intended to fully, finally, and forever compromise, release,
28 resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this

1 Agreement.

2
3 **AGREEMENT**
4

5 Subject to the approval of the Court, the Parties agree as follows:
6

7 1. **"Action"** shall mean the civil action commenced on October 20, 2021, by Plaintiff
8 against Defendants in the Superior Court of California, County of Los Angeles, Case No.
9 21STCV38742, entitled: *"Kaden Sanchez v. turner's Operations Inc., et al."*.
10

11 2. **"Court"** shall mean the Superior Court for the County of Los Angeles.
12

13 3. **"Settlement"** shall mean the disposition of the Action and all related claims
14 effectuated by this Agreement.
15

16 4. **"PAGA Period"** shall mean the period of time from February 18, 2020, to May 11,
17 2024.
18

19 5. **"PAGA Members," or "Aggrieved Employees"** shall mean all non-exempt
20 employees employed by Defendants in California at any time during the PAGA Period.
21

22 6. **"PAGA Counsel"** shall mean the attorneys representing Plaintiff in the Action:
23 Shaun Setareh and Brian Louis with the firm of Setareh Law Group.
24

25 7. **"Defense Counsel"** shall mean the attorneys representing Defendants Turner's
26 Operations Inc., and Turner's Outdoors Inc., in the Action: Gary T. Montgomery, Trevor D.
27 DeBus, and Bret T. Zaccaglin, with the law firm Thompson & Colegate LLP.
28

1 **8. "Claims Administrator"** shall mean the administrator proposed by the Parties and
2 appointed by the Court to administer the Settlement.

3
4 **9. "Approval Hearing"** shall mean the hearing to be conducted by the Court to
5 determine whether to approve finally, and implement the terms of, this Agreement.

6
7 **10. "Judgment"** shall mean the Order of Final Judgment entered by the Court that the
8 Parties anticipate will be entered following the Approval Hearing on the Settlement in this Action.

9
10 **11. "Effective Date"** shall mean the date by which this Agreement is approved by the
11 Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes "Final"
12 when the later of the following events occurs: (a) the period for filing any appeal, writ, or other
13 appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other
14 appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding
15 opposing the Settlement has been dismissed finally and conclusively with no right by any
16 appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate
17 proceeding has upheld the Judgment with no right by any appellant or objector to pursue further
18 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not
19 become effective until the Court's Judgment granting final approval of the Settlement is
20 completely final, and no further recourse exists by an appellant or objector who seeks to contest
21 the Settlement. The occurrence of the Effective Date is a prerequisite to any obligation of
22 Defendant to pay any funds into the Settlement Account, as set forth in paragraph 40.

23
24 **12. "Maximum Settlement Number"** In consideration for the Settlement and the
25 release of claims set forth below, Defendants agree to pay a maximum of Eight Hundred Thousand
26 Dollars and No Cents (\$800,000.00) ("the Maximum Settlement Number" or "MSN"). The MSN
27 is the maximum total amount that Defendants may be required to pay for all claims of PAGA
28 Members that are alleged, or that could have been brought, in the Action arising from the

1 allegations made therein, and also including reimbursement and enhancement to the Plaintiff, all
2 amounts payable to the Labor Workforce Development Agency ("LWDA"), all Court-approved
3 attorneys' fees of PAGA Counsel, all costs and expenses incurred or advanced by PAGA Counsel
4 related to the Lawsuit, and the fees and costs of the Claims Administrator. Based on its records,
5 DEFENDANTS estimates that, as of August 27, 2024, (1) there are approximately 1,300
6 Aggrieved Employees who worked approximately 46,779 Pay Periods during the PAGA Period.
7 Should the number of qualifying Pay Periods worked by the Aggrieved Employees during the
8 PAGA Period total more than 12% above 46,779 (i.e., to more than 52,392 Pay Periods), then at
9 Defendants' sole option, either (a) the Gross Settlement Amount shall be augmented by
10 Defendants in proportion to the amount by which the total Pay Periods figure increased above
11 12%; or (b), notwithstanding the definition of "PAGA Period" above, the PAGA Period end date
12 shall be adjusted to be the date one day prior to the date on which the total Pay Period figure first
13 increased above 12%. Defendants shall fully fund the MSN by transmitting the funds to the
14 Claims Administrator no later than 30 days after the Effective Date.

15
16 **13. "Net Settlement Number"** The Net Settlement Number ("NSN") shall mean the
17 MSN payable by Defendants pursuant to this Settlement, less the following sums set forth in
18 subsections (a) through (e) of this section 13:

19
20 **a. PAGA Counsel Fees Payment.** PAGA Counsel will apply to the Court for
21 an award of not more than Two Hundred Sixty-Four Thousand Dollars and No Cents
22 (\$264,000.00) (which is 33% of the MSN) as their PAGA Counsel Fees Payment. The Claims
23 Administrator will pay the amount approved by the Court from the MSN (but not more than
24 \$264,000.00 in PAGA Counsel Fees Payment.) Withholding and deductions will not be taken
25 from the PAGA Counsel Fees Payment and one or more Forms 1099 will be issued to PAGA
26 Counsel with respect to that payment. Any fees not awarded shall remain part of the MSN for
27 inclusion in the NSN.

28

1 **b. PAGA Counsel Litigation Expenses Payment.** PAGA Counsel will apply
2 to the Court for an award of not more than Eighteen Thousand Dollars and No Cents (\$18,000.00)
3 to compensate them for out-of-pocket costs and expenses actually incurred in connection with the
4 Action. The Claims Administrator will pay the amount approved by the Court from the MSN (but
5 not more than \$18,000.00 in PAGA Counsel Litigation Expenses). Withholding and deductions
6 will not be taken from the PAGA Counsel Litigation Expenses Payment and one or more Forms
7 1099 will be issued to PAGA Counsel with respect to that payment. Any portion of the allocation
8 for costs and expenses not awarded shall remain part of the MSN for inclusion in the NSN.

9
10 **c. PAGA Representative Payment.** Plaintiff will apply to the Court for an
11 award of not more than Five Thousand Dollars and No Cents (\$5,000.00) as her PAGA
12 Representative Payment, made in her capacity as PAGA Representative to compensate her for
13 initiating the Action, performing work in support of the Action, and undertaking the risk of
14 liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of
15 the Action. Defendant will not oppose a PAGA Representative Payment of not more than
16 \$5,000.00. The Claims Administrator will pay the PAGA Representative Payment approved by
17 the Court from the MSN. Payroll taxes, withholdings, and deductions will not be taken from the
18 PAGA Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to
19 that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes
20 due on the PAGA Representative Payment. Any portion of the PAGA Representative Payment
21 not awarded shall remain part of the MSN for inclusion in the NSN.

22
23 **d. Payment to Claims Administrator.** The Claims Administrator will be
24 paid from the MSN its reasonable fees and expenses as approved by the Court in an amount
25 currently estimated to not exceed Six Thousand Five Hundred and Eighty Dollars and No Cents
26 (\$6,580.00).

27
28 **e. Payment to the LWDA.** The Parties will jointly apply to the Court for

1 approval of a settlement of claims under PAGA for Five Hundred and Eight Thousand Dollars and
2 No Cents (\$506,420.00), which is the remaining amount from the MSN less PAGA Counsel's
3 fees, PAGA Counsel's litigation expenses, the PAGA Representative payment, and payment to the
4 Claims Administrator. From this remaining amount, 75% will be paid to the Labor & Workforce
5 Development Agency ("LWDA"), which equals Three Hundred Eighty-One Thousand Dollars
6 and Zero Cents (\$379,815.00). The remaining 25% will stay in the NSN for distribution to PAGA
7 Members, which equals One Hundred and Twenty Seven Thousand Dollars and Zero Cents
8 (\$126,605.00).

9
10 **14. Allocation of NSN and Calculation of Settlement Shares.** Subject to the terms
11 and conditions of this Agreement, the Claims Administrator will calculate a settlement share from
12 the NSN for each PAGA Member. The Settlement Share for each PAGA Member will be
13 calculated as follows, understanding that the formula below does not constitute an admission by
14 Defendant, and is intended only to provide a practical means to simplify and administer the claims
15 process:

16
17 **a. Allocation.** Each settlement share is allocated one hundred percent (100%)
18 as penalties (for which 1099s will be issued).

19
20 **b. Settlement Ratio Calculation.** The Claims Administrator shall assign to
21 each PAGA Member a "Settlement Ratio," which shall be a fractional number comprised of (i)
22 that PAGA Member's Individual Work Weeks as the numerator, and (ii) the aggregate total of all
23 PAGA Members' Individual Work Weeks as the denominator. The Claims Administrator shall
24 assign to each PAGA Member the "Settlement Share" which shall be calculated by multiplying
25 that PAGA Member's Settlement Ratio by the amount allocated to PAGA Members from the
26 NSN.

27
28 **15. Settlement Share Worksheet.** Upon calculation of the PAGA Members'

1 Settlement Share, the Claims Administrator shall furnish to PAGA Counsel and Defense counsel a
2 worksheet containing a list of the names of the PAGA Members with their corresponding
3 Individual Work Weeks and Settlement Shares.

4
5 **16. Release of Claims by Plaintiff and PAGA Members.** This settlement
6 contemplates that as of the Effective Date, all Aggrieved Employees, including Plaintiff, releases
7 all claims for civil penalties pursuant to California Labor Code §§ 2698 *et seq.*, known as the
8 Labor Code Private Attorneys General Act of 2004 ("PAGA") against Turner's Operations, Inc.,
9 and Turner's Outdoors, Inc., and their present and former parents, subsidiaries, co-employers, and
10 each of their respective present and former owners, boards, directors, officers, trustees,
11 shareholders, members, partners, employees, agents, attorneys, representatives, successors and
12 assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of
13 them ("Released Parties"), including any and all claims, debts, liabilities, demands, actions, or
14 causes of actions of every nature and description that were alleged or that reasonably could have
15 been alleged based on the factual allegations contained in the Complaint that Plaintiff filed with
16 the Los Angeles County Superior Court, for civil penalties pursuant to the PAGA for underlying
17 violations of the following: California Labor Code sections, 201, 202, 203, 204, 223, 226, 226.7,
18 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, and 2802, applicable Wage Orders, and
19 Code of Regulations, Title 8, 11040(7)(A)(3) by allegedly failing to provide meal and rest periods,
20 failing to pay meal and rest period premiums, failing to properly record meal and rest periods,
21 failing to pay for all hours worked, failing to timely pay wages, failing to pay minimum wages,
22 failing to pay overtime wages, failing to pay double time wages, failing to provide accurate
23 written wage statements, failing to provide suitable seating, failing to timely pay final wages, or
24 failing to reimburse for business expenses. So that there is no doubt, this release only releases
25 claims for civil penalties under PAGA.

26
27 **17. Waiver of Known and Unknown Claims.** Plaintiff waives all rights and benefits
28 afforded by Section 1542 of the Civil Code of the State of California, and does so understanding

1 the significance of that waiver, which states:

2
3 **"A general release does not extend to claims which the creditor or releasing**
4 **party does not know or suspect to exist in his or her favor at the time of**
5 **executing the release, and that, if known by him or her, would have**
6 **materially affected his or her settlement with the debtor or released party."**
7

8 **18. Motion for Approval of Settlement by the Court.** Subject to Defendant's review
9 and approval prior to filing, PAGA Counsel will move the Court for an order granting Approval of
10 the Settlement (the "Motion for Approval") and approving the PAGA Settlement Notice attached
11 hereto as **Exhibit "1."** At the hearing on the Motion for Approval, PAGA Counsel will submit an
12 Order Granting Approval of Settlement, and Approval of Notice to Aggrieved Employees. Should
13 the Court decline to approve the Settlement in its entirety, the Settlement will be null and void and
14 the Parties will have no further obligations under this Settlement Agreement.
15

16 **19. Duties of Claims Administrator to send Notice to PAGA Members.** The Parties
17 have agreed to the appointment of Simpluris, Inc., (the "Claims Administrator") or such other
18 independent administrator as the Court might appoint. The Claims Administrator's estimate of its
19 costs/fees for the administration of the settlement is \$5,000.00. The actual fees and costs of the
20 Claims Administrator which will be paid out of the MSN, will not be known until all claims are
21 administered, and could vary materially from the estimate.
22

23 **20. List of PAGA Members.** Within thirty (30) days after the Court grants Approval
24 of the Settlement, Defendants shall provide to the Claims Administrator:

25
26 **a.** An electronic database of all PAGA Members' last known mailing address,
27 Social Security number and employee identification number ("PAGA Members' Data").
28

1 **b.** Corresponding to each PAGA Member's name, Defendants shall provide a
2 figure indicating the total number of Pay Periods during the PAGA Period in which that PAGA
3 Member performed any work for Defendants as an hourly or non-exempt employee in California.
4 That number of Pay Periods shall be referred to as that PAGA Member's "Individual Pay Periods."
5 If any of the PAGA Members' Data is unavailable to Defendants, Defendants will so inform
6 PAGA Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon
7 the PAGA Members' Data prior to when it must be submitted to the Claims Administrator. PAGA
8 Members' Data will otherwise remain confidential and will not be disclosed to anyone, except as
9 necessary to applicable taxing authorities, or pursuant to Defendant's express written authorization
10 or by order of the Court.

11
12 **21. Notice to PAGA Members.** Upon receipt of the Names and addresses, the
13 Administrator will run the same through the NCOA database to obtain current address
14 information. Within fifteen (15) days of its receipt of the PAGA Data, the Claims Administrator
15 will mail to each PAGA Member by first-class mail a Notice packet containing a Notice of PAGA
16 Settlement ("Notice"), in the form attached hereto as **Exhibit "1"** and approved by the Court.
17 Included in the Notice packet will be a PAGA Member Settlement Information Sheet, which shall
18 include the PAGA Member's first and last name, last known address, employee identification
19 number, PAGA Member's Individual Work Weeks during the PAGA Period, and the estimated
20 amount of the PAGA Member's Settlement share, in the form attached hereto as **Exhibit "2."**

21
22 **a.** Mailing of PAGA Notice. Within fourteen (14) days after receiving the
23 PAGA Members' Data, or as soon thereafter as it can do so, the Claims Administrator will mail
24 the Notice to all identified PAGA Members via first-class U.S. mail using the mailing address
25 information provided by Defendants, unless modified by any updated address information that the
26 Claims Administrator obtains in the course of administration of the Settlement.

27
28 **b.** Returned PAGA Settlement Notice. If a PAGA Settlement Notice is

1 returned because of an incorrect address, the Claims Administrator will promptly, and not later
2 than ten (10) days from receipt of the returned packet, search for a more current address for the
3 PAGA Member and re-mail the PAGA Settlement Notice to the PAGA Member. The Claims
4 Administrator will use the PAGA Members' Data and otherwise work with Defendants' Counsel
5 and PAGA Counsel to find a more current address. The Claims Administrator will be responsible
6 for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee,
7 to trace the mailing address of any PAGA Member for whom a PAGA Notice is returned by the
8 U.S. Postal Service as undeliverable. These reasonable steps shall include the tracking of all
9 undelivered mail; performing address searches for all mail returned without a forwarding address;
10 and promptly re-mailing to PAGA Members for whom new addresses are found. If the PAGA
11 Notice is re-mailed, the Claims Administrator will note for its own records and notify PAGA
12 Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a
13 weekly status report provided to the Parties.

14
15 **22. No Right of Aggrieved Employees to Object or Opt-Out.** The Parties agree there
16 is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself
17 or herself from the Settlement. Except as otherwise stated, Plaintiff will vigorously defend against
18 any attempt by an Aggrieved Employee or by any entity or agency (other than the LWDA,
19 consistent with the LWDA's statutory duties and obligations) to intervene in this matter or object
20 to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any
21 Aggrieved Employee to appeal the approval of the Settlement by the Court. The Parties will
22 cooperate in opposing objections made to the Settlement or any appeal filed with respect to the
23 Court's approval order and judgment.

24
25 **23. Declaration of Claims Administrator.** Not later than fourteen calendar days (14)
26 days after the period of time for which settlement checks shall be negotiable (180 days), the
27 Claims Administrator will provide the Parties for filing with the Court a declaration of due
28 diligence setting forth its compliance with its obligations under this Agreement. The Claims

1 Administrator will supplement its declaration of due diligence if any material changes occur from
2 the date of the filing of its prior declaration
3

4 **24. Right to Void Settlement Agreement.** If the Court ultimately does not grant
5 approval of the Settlement or grants approval conditioned on any material change to the
6 Settlement, then either Party will have the unilateral right to void the Settlement in its entirety; if
7 that occurs, the Parties will have no further obligations under the Settlement, including any
8 obligation by Defendant to pay the MSN, NSN or any amounts that otherwise would have been
9 payable under this Agreement, except that Defendant and Plaintiff will jointly and equally pay the
10 Claims Administrator's reasonable fees and expenses incurred as of the date that the Party
11 exercises the right to void the Settlement under this paragraph. However, an award by the Court
12 of a lesser amount than that sought by Plaintiff and PAGA Counsel for the PAGA Representative
13 Payment, the PAGA Counsel Fees Payment, or the PAGA Counsel Litigation Expenses Payment,
14 will not constitute a material modification to the Settlement within the meaning of this paragraph
15 and shall not render the Settlement voidable. Plaintiff and PAGA Counsel shall retain the right to
16 appeal awards of attorneys' fees and costs less than requested.
17

18 **25. Final Judgment.** Upon approval of the Settlement by the Court at or after the
19 Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final
20 Order and Judgment. The Final Order and Judgment shall permanently bar all PAGA Members
21 from prosecuting against Defendant any claims within the scope of the Releases contained in this
22 Agreement.
23

24 **26. Continuing Jurisdiction.** After entry of the Judgment, the Court will have
25 continuing jurisdiction over the Action and the Settlement solely for purposes of (a) enforcing this
26 Agreement, (b) addressing claims administration matters, and (c) addressing such post-Judgment
27 matters as may be appropriate under court rules or applicable law.
28

1 **27. Uncashed Settlement Share Checks.** Any checks issued by the Claims
2 Administrator to PAGA Members shall be negotiable for one hundred and eighty (180) calendar
3 days. Those funds represented by checks returned as undeliverable and those checks remaining
4 un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") will
5 be sent to the Controller of the State of California, in the name of that PAGA Member, to be held
6 pursuant to the Unclaimed Property Law for the benefit of the PAGA Member until such time as
7 they claim their property, as allowed by law. California Civil Code § 1500 et seq. The Parties
8 agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384
9 (b), as the entire Net Settlement Amount will be paid to Settlement PAGA Members, whether or
10 not all checks are cashed. Because no unpaid residue will exist, Defendants will not be required to
11 pay any interest on the uncashed checks.

12
13 **28. Final Report by Claims Administrator to Court.** Within ten (10) days after final
14 disbursement of all funds from the Settlement Account, the Claims Administrator will serve on the
15 Parties for filing with the Court a declaration providing a final summary report on the
16 disbursements of all funds from the Settlement Account.

17
18 **29. Non-Publicity Provision.** The Parties and their counsel agree that they will not
19 issue any press releases, initiate any contact with the press, respond to any press inquiry or have
20 any communication with the press about the fact, amount or terms of the Settlement. In addition,
21 the Parties and their counsel agree that they will not engage in any advertising or distribute any
22 marketing materials relating to the Settlement of this case in any manner that identifies the
23 Defendant, including but not limited to any postings on any websites maintained by PAGA
24 Counsel. Neither Plaintiff nor PAGA Counsel will discuss the terms or the fact of the Settlement
25 with third parties other than (1) their immediate family members, (2) their respective accountants
26 or lawyers as necessary for tax purposes; or (3) other PAGA Members. Plaintiff and PAGA
27 Counsel agree not to publish any of the terms or conditions of this Settlement in any manner that
28 identifies Defendant. However, PAGA Counsel may identify this Settlement in other matters to

1 demonstrate their adequacy as counsel in such other matters.

2
3 **30. No Effect on Other Benefits.** The Settlement Shares will not result in any
4 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
5 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
6 and PAGA Members are deemed to have waived all such claims, whether known or unknown by
7 them, as part of their release of claims under this Agreement.

8
9 **31. No Admission of Liability.** Defendants deny that it engaged in any unlawful
10 activity, failed to comply with the law in any respect, or has any liability to anyone under the
11 claims asserted in the Action. This Agreement is entered into solely for the purpose of
12 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed
13 as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of
14 his claims were non-meritorious or any defense asserted by Defendants was meritorious. This
15 Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no
16 bearing on, and will not be admissible in connection with, any litigation (other than solely in
17 connection with the Settlement).

18
19 **32. Integrated Agreement.** After this Agreement is signed and delivered by all
20 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
21 between the Parties relating to the Settlement, and it will then be deemed that no oral
22 representations, warranties, covenants, or inducements have been made to any Party concerning
23 this Agreement or its exhibits other than the representations, warranties, covenants, and
24 inducements expressly stated in this Agreement and its exhibits.

25
26 **33. Modification.** This Stipulation of Settlement may not be changed, altered, or
27 modified, except in a writing signed by the Parties hereto and approved by the Court. This
28 Stipulation of Settlement may not be discharged except by performance in accordance with its

1 terms or by a writing signed by all of the Parties hereto.

2
3 **34. Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and
4 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
7 The Parties and their counsel will cooperate with each other and use their best efforts to effect the
8 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
9 form or content of any document needed to implement the Agreement, or on any supplemental
10 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
11 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions and
12 assistance of the court will be consistent with this Agreement.

13
14 **35. Modification of Agreement.** This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 successors-in-interest.

17
18 **36. Agreement Binding on Successors.** This Agreement will be binding upon, and
19 inure to the benefit of, the successors of each of the Parties.

20
21 **37. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
22 be governed by and interpreted according to the laws of the State of California, without giving
23 effect to any conflict of law principles or choice of law principles.

24
25 **38. Cooperation in Drafting.** The Parties have cooperated in the drafting and
26 preparation of this Agreement. This Agreement will not be construed against any Party on the
27 basis that the Party was the drafter or participated in the drafting.

1 **39. Costs and Fees.** The Parties shall all bear their own costs, attorneys' fees, mediator
2 fees, and other fees incurred in connection with this Settlement Agreement and in connection with
3 the Actions and Plaintiff's claims, except as otherwise set forth specifically herein.

4
5 **40. Fair Settlement.** The Parties and their respective counsel believe and warrant that
6 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
7 at this Agreement through arms-length negotiations, considering all relevant factors, current and
8 potential.

9
10 **41. Headings.** The descriptive heading of any section or paragraph of this Agreement
11 is inserted for convenience of reference only and does not constitute a part of this Agreement.

12
13 **42. Notice.** All notices, demands or other communications given under this Agreement
14 will be in writing and deemed to have been duly given as of the third business day after mailing by
15 United States mail, addressed as follows:

16
17 **To PAGA Counsel:**

18 Shaun Setareh, Esq.
19 Brian Louis, Esq.
20 Setareh Law Group
21 420 N. Camden Drive, Suite 100
22 Beverly Hills, CA 90210

17 **To Defense Counsel:**

18 Gary T. Montgomery, Esq.
19 Trevor D. Debus, Esq.
20 Bret A. Zaccaglin, Esq.
21 Thompson & Colegate LLP
22 3610 Fourteenth Street
23 P.O. Box 1299
24 Riverside, California 92502

25 **43. Execution in Counterpart.** This Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them will be deemed to be one and the same
27 instrument provided that counsel for the Parties will exchange between themselves original signed
28 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
which shall be produced on reasonable request. Any executed counterpart will be admissible to
prove the existence and contents of this Agreement.

1 **44. No Assignments.** The Parties hereto represent, covenant, and warrant that they
2 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
3 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
4 action, or rights herein released and discharged.

5
6 **45. PAGA Counsel Signatories.** It is agreed that, because the members of the
7 Settlement Group are so numerous, it is impossible or impractical to have each such PAGA
8 Member execute this Stipulation of Settlement. The Notice will advise all PAGA Members of the
9 binding nature of the release, and such shall have the same force and effect as if this Stipulation of
10 Settlement were executed by each Member of the Settlement Group.

11
12 DATED: 4/23/, 2025 TURNER'S OPERATIONS INC.

13
14 By: Michelle Beltran

15
16 DATED: 4/23, 2025 TURNER'S OUTDOORS INC.

17
18 By: Michelle Beltran

19
20 DATED: 1/15/25, 2025

21
22 By:



ID: 118PVUWWDGd4ML8sm+V4s2v

KADEN SANCHEZ

1 **APPROVED AS TO FORM AND CONTENT:**

2 DATED: 1-28, 2025

3 SETAREH LAW GROUP
4 Attorneys at Law

5 By:



6 SHAUN SETAREH
7 BRIAN LOUIS

8 Attorneys for KADEN SANCHEZ

9 DATED: _____, 2025

10 THOMPSON & COLEGATE LLP
11 Attorneys at Law

12 By:

13 GARY T. MONTGOMERY
14 TREVOR D. DEBUS

15 Attorneys for TURNER'S OPERATIONS INC.,
16 and TURNER'S OUTDOORS INC.